



Be Smart Home Emergency Membership

Terms & Conditions

Welcome

Thank you for buying our Home Emergency plan from Be Smart Holdings Limited.

As an independent Home Emergency provider in the UK, we work with a network of Gas Safe registered engineers. We provide a 24-hour, 365 days a year service through our network of Gas Safe registered engineers throughout the United Kingdom.

IMPORTANT STATEMENT OF DEMANDS AND NEEDS: PLEASE READ

This Home Emergency cover meets the demands and needs of persons wishing to ensure that they are covered in the event of a Home Emergency situation. As with any membership plan, it does not meet all situations and you should read the terms and conditions of this plan in connection with your Welcome Pack to ensure that you have chosen a level of membership that meets your specific needs.

The General Notes and Definitions detailed on pages 2 & 3 will help with the understanding of this document.



Home Emergency

Welcome to BeSmart Utility Club

Thank **you** for choosing to become a Member of our Utility Club!

It is important and **your** responsibility to read these terms and conditions carefully and thoroughly. Be Smart Holdings Limited provides **service plans** for **homeowners** and **landlords**.

Who to Call for Home Emergency

If **you** need to make a **claim** against **your** policy in accordance with what **your plan** covers or have a query about a **claim**, or **you** would like to book a **boiler service**, please call our 24-hour Claims Line on:

0800 611 8111

Please key in **1** and then **1** again to speak to our Claims Team.

If **you** are deaf, hard of hearing, or speech impaired, please email office.srs@uk.sedgwick.com containing **your** full name, **plan** cover number, full **home** address, and the **claim** reason.

Who to Contact About Your Plan

If **you** would like to speak to **us** about anything to do with **your plan** – from changing **your** details to resending **your Welcome Pack** – please contact **us** on:

Telephone	(09:30 – 17:00 Mon-Thu 09:30 – 16:30 Fri)	0800 611 8111
Email		customerservices@besmartuk.com
Website contact form		https://www.besmartutilityclub.co.uk/contact/

Please ensure that **you** provide **us** **your** Name, **Plan** Cover Number, Contact Details, and Address.

This service is provided by Be Smart Holdings Ltd. registered in England and Wales.

Registered Company Number: **11823241**

Registered office address: Lynchett House, Wareham Road, Lynchett Matravers, Poole, United Kingdom, BH16 6FA.

This document forms the basis of **your service plan** agreement with **us**. It is important that **you** understand exactly the extent of cover provided in the **service plan** agreement purchased and read alongside **your plan schedule**. If **you** are unsure about anything or have a query, please contact our customer service team immediately on 0800 611 8111.

Under this agreement, **service plan holders** can **claim** for various areas of cover for **emergency** repairs. Please see **your plan schedule** for what areas of cover **you** are covered for under **your cover plan**.

For the avoidance of doubt, this is an agreement 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. Please note **we** do not replace complete **boiler units**.

Any benefit provided by the **service providers** under this **service plan** agreement shall be granted solely by the **service providers** and in every case shall be granted upon these terms and conditions. For the avoidance of doubt, the limitation or the provision of any benefit shall be made on the absolute sole discretion of the **service providers**.

The terms and conditions for **our service plans** are written in English and all correspondence will be in English. **Your service plan** is governed by the laws of England and Wales.



Definitions

Certain words in this **plan** have a special meaning and these words are defined below.

To help make this **plan**/membership easy to understand, wherever they appear in the **plan** we have highlighted them in bold.

Anniversary / Renewal Date	The date recurring every year 12 months after the start date . We will send you a renewal notification 2-4 weeks before your plan is due to renew.
Annual Boiler Service	A check in each 12-month period to ensure that your gas boiler , appliance or central heating and ventilation is working safely and in line with the relevant laws and regulations. If you have an annual boiler service included in your plan , you must contact us to arrange it. We will only complete the service between April and September each year.
Authorised Representative	A person appointed by you to deal with your service plan on your behalf. If you wish to appoint a person to do this, you must notify us at your earliest convenience.
Beyond Economical Repair (BER)	If in the opinion of our approved engineer we are unable to repair Your boiler or, after an engineer appointed by us has attended and diagnosed the problem and found that the price of the repair is more than reasonable, your boiler will be deemed beyond economical repair as it will be more cost efficient to replace than repair.*
Booking Fee	The amount payable before an annual boiler service or other repair is completed.
Breakdown	A sudden and unforeseen malfunction, which results in the unit or system no longer working.
Claim	A request for assistance from you , even if the request is then cancelled by you . In order to make a claim , you or your authorised representative must contact us immediately via telephone or email.
Claim Limit	The maximum amount payable by us for each and every claim . This includes call out charges, labour, parts, and materials (including VAT).
Domestic Boiler & Central Heating System	The domestic boiler and the central heating system contained within and supplying your home that is powered by natural gas or LPG from the appliance isolating valve, including all manufacturer's fitted components within the domestic boiler together with the pump, motorised valves, cylinder thermostat, time temperature and pressure controls, radiator valves, pipe work, feed and expansion tank and primary fluing. We will not cover any commercial boiler or boiler that has an output in excess of 70kw/hr. If your boiler is 11 years of age or older, there is a mandatory excess of £100 for any authorised claim .
Emergency	A sudden and unexpected event, which if not dealt with quickly, would in the reasonable opinion of the helpline: <ul style="list-style-type: none"> • Render the home unsafe; • Cause excessive damage to your property; • Cause personal risk to you; • Cause a health and safety risk.

Engineer	Gas Safe Registered engineer sourced by us or our Claims Handler. This also includes plumbers, drainage specialists, pest control, and any other repair specialist.
Exclusions	Any circumstance where we will not provide cover against any claim or loss.
Excess/fixed fee	The amount payable by you before an approved engineer will attend to each approved claim . Please note, for all callouts occurring within the first 90 days of cover, the remaining premiums for the service plan , along with any compulsory excess on your plan schedule are due.
Home	Your main permanent place of residence in the UK mainland, which comprises of a private dwelling used for domestic purposes excluding garages, gardens, outbuildings, and swimming pools. Garages and outbuildings that are attached and/or accessed via the home will be included under pests if this cover is included.
Landlord	Someone who owns a property which they do not occupy, and which may be occupied by a tenant or a family member.
Monthly Premium / Payment	If you have chosen to pay monthly , this is the agreed premium payable by you due each full calendar month from the commencement date in order for the cover to remain in force under the terms and conditions of this policy, collected via direct debit.
Non-Emergency	A fault that is not deemed an emergency . This can include, but is not limited to, one non-working radiator, water is not as hot as it could be, a dripping tap, toilet is constantly running water, boiler is making a noise but is fully functioning, etc.
Operating Hours / Out of Hours	Between 9.30am – 5.00pm Monday to Thursday, 9:30am – 4:30pm Friday. Excluding public holidays. (Our 24-hour Emergency Claims Line is available out of hours for emergency situations only)
Pests	Wasps' nests, hornets' nests, rats and/or mice.
Plan Schedule	The schedule which we will send you at the start of your service plan along with this document within the welcome pack , confirming your details, the start date , the level of cover included for the home you chose to cover.
Remedial Work	This is work that arises from boiler services or boiler repair appointments. The engineer will let us know that there is work that can be done to your boiler or appliance that is not crucial in fixing it, but that can improve its performance or longevity. This type of work is not covered by our service plan .
Security Payment	A discretionary payment payable at the time a claim is reported. This payment arises when there is uncertainty whether the claim is covered under our terms of service , and is fixed at £75. If following the diagnosis, the engineer confirms the fault is covered, this payment will be reimbursed. If the engineer confirms that the fault is not covered, this fee will not be reimbursed. Refusal to pay this fee will result in your claim being declined.
Service Plan	This includes your agreement to take out a cover plan with us , as shown on your Welcome Pack . This is a 12-month service plan and not a contract of insurance. This is an agreement between you and Be Smart Holdings.

Sludge	The natural build-up of deposits in your boiler or central heating system as it corrodes over time.
Start Date	The date on which your service plan started, as set out in the plan schedule .
Trace & Access	Your emergency cover does not include the locating or investigation of a leak. If the source of the leak is not clearly identifiable and visible your claim will be declined.
Waiting Period	No claim can be made for any incident that occurs within the 28 days of the start date of this service plan as shown on your plan schedule .
Warm-air Unit	Where your home is heated by warm air flowing through vents, not hot water flowing through radiators.
Work	The service and repairs that we may carry out in the event of anything relating to the systems or appliances detailed in your service plan .
We / Us / Our	Be Smart Holdings Limited. t/a Be Smart Boiler Care and our Claims Handler Sedgwick.
You / Your / Plan Holder / Additional Plan Holder	The person(s) who are entered into this service plan with us and named on the schedule as a plan holder . An additional plan holder can make changes to the plan or claim against it with/on the behalf of the main plan holder . If you wish to add an additional plan holder to your plan , you will need to contact us to do this. If someone calls us regarding your plan but they are <u>not</u> named on your plan , we will not be able to speak to them about your plan , including making claims .

* **We** will calculate the total cost of repair including parts and labour (including of VAT) required to repair the **boiler** or appliance by **us** using reputable suppliers:

- For **boiler** and appliances that are 1-6 years old, if the total cost of repair exceeds 60% of the current retail price (including VAT) of a suitable replacement **boiler**, through leading UK suppliers, it may be deemed to be **beyond economical repair**, and **we** will be unable to complete the repair.
- For **boilers** and appliances that are 7-10 years old, if the total cost of the repair exceeds 40% of the current retail price (including VAT) of a suitable replacement **boiler**, through leading UK suppliers, it will be deemed to be **beyond economical repair**, and **we** will be unable to complete the repair.
- For **boilers** and appliances that are 11 years old or more, if the total cost of the repair exceeds 20% of the current retail price (including VAT) of a suitable replacement **boiler**, through leading UK suppliers, it will be deemed to be **beyond economical repair**, and **we** will be unable to complete the repair.

If **we** deem **your boiler** or appliance to be **beyond economical repair**, **we** will advise **you** that **you** require a new **boiler** or appliance, but no contribution will be made.

Payments and Prices

Monthly/quarterly/annual payments are to be made by direct debit, as the payment becomes due for that month. **We** can accept other payment methods or structures; this will fall under **our** sole discretion and depends on the structures **we** have available as these are subject to change.

All prices are strictly NET, and all **monthly/quarterly/annual payments** shall be made on the day agreed by direct debit without any discount or other reduction, and without deferment on account of disputes, unless otherwise notified in writing by **us**.

If the instalment is not received on the due date for payment, **your** cover will cease. **We** have the right to suspend all further deliveries or supply of services until all outstanding payments or full payment of the **service plan** is made. In the event that **we** provide a service to **you** and no payment is made, **you** will be required to pay the full outstanding amount on receipt of the invoice.

We hold the right to process the unpaid outstanding amount that is due with a pre-authorisation via a debit or credit card. These are represents of payments, which are set to the next available date, and **you** will receive a notification of this when it is being processed through **our** banking system. Should **you** fail to make a payment in any month, cover will cease with effect from the end of the month immediately before the date of the failed collection.

Your service plan commences on the **start date** on **your plan schedule** within **your Welcome Pack**, and continues upon receipt of **your monthly/quarterly/annual payment**.

This **service plan** does not have a specified end date and cover will continue until either **you** or **we** cancel it.

Renewal of Your Service Plan

We will write to **you** on the **anniversary** of **your service plan** to notify **you** of any changes to **your** cover or premium. This will be 2-4 weeks before **your renewal date**, which is 12 months after **your start date**.

We reserve the right to adjust **your premium** to reflect any changes in the cost of providing cover, **your claims** history and changes in applicable tax will all be considered as part of **your** review.

We reserve the right to decline the renewal of this **plan**. **You** will receive at least 14 days' notice if **we** decide not to renew **your plan**, the reason being at **our** discretion.

If **you** are unhappy with any changes to **your plan** or **our** terms, **you** have the right to cancel **your plan** at no cost within the 14 days cooling off period from the date on **your renewal notification**.

Failed to make a payment

If **you** miss making a payment on the date it is due **your service plan** will be suspended, and **you** will be unable to make a **claim**. **We** will follow **our** internal process, which will be to notify **you** either in writing or via telephone of the failed collection so that **you** can make the payment owed.

If **you** do not pay the requested amount, **your plan** will be suspended, and **you** will remain liable for any due and outstanding premiums for the period up to the renewal date of **your service plan**. Please see "Cancelling Your Cover" details within this document for further specifics.

Cover - Claims Terms

WHAT IS COVERED

In the event of a covered event arising in **your home**, **we** will:

- Advise **you** on what action to take to protect **your home** and **yourself**.
- Help arrange an appointment for an approved **engineer** to visit **your home**.
- Organise and pay the cost of providing assistance excluding any **excess** up to the **claim limit per claim** including VAT subject to the terms and conditions of **your service plan**.

Where a permanent repair is completed under **your service plan** by an approved **engineer**, **we** will guarantee the **work** completed for 14 days from the date of **claim**. If **you** experience the same fault again within 14 days, any **deposit/excess/booking fee** applicable will be waived.

WHAT IS NOT COVERED

There are certain **exclusions** and conditions which limit **your** cover, please read them carefully to ensure this **service plan** meets **your** requirements. **We** do not want **you** to learn after an event has happened that it is not covered.

- Should **you** require assistance, and it is not covered under **your plan schedule** please contact **us** as **we** will be able to provide cover on a pay-on-use basis.

To help **you** in understanding the main limitations of the cover provided **we** have detailed these under the "Cover Provided" section of **your service plan**. Any event that happens in the first 28 days after the **service plan start date** is not covered.

Annual Boiler Service

Please see **your plan schedule** to see if an **annual boiler service** is included and for **booking fee** payable amount.

You must contact **us** to arrange a visit to **your home** each year of **plan**, to inspect **your boiler** and **central heating system**. **We** only complete **annual boiler services** between April and September of each year of **your plan**. If **you** contact **us** outside of these months, **we** will not be able to complete it.

If **your boiler** is not fully accessible or has issues, **you** will need to contact customer services before arranging **your boiler service** as **our engineer** may not be able to service **your boiler** while repair is required.

Our **boiler service** checks consists of:

- Flues and terminals check; all safety devices check,
- Gas pressure and heat input verification; operating pressure reset,
- Combustion fan check; heat exchangers check, gas and water seals check, burners check/clean, ignition system check,
- Combustion performance test (where possible); controls check,
- Ventilation check, and
- Heating controls/energy efficiency advice.

All **boilers** are serviced in accordance with **Gas Safe regulations** and service procedures may vary depending on the particular appliance. If maintenance **work** or faults are identified, **we** will advise **you** of any **remedial** action required. If the **remedial work** affects other aspects of **your service plan**, this may affect **your** ability to **claim**.

It is **your** responsibility to ensure any **remedial work** is completed and to provide any evidence **we** require that the **work** has been completed. Where safety issues are identified, **our engineer** will follow **The Gas Industry Safe Situations Procedure**, which may mean the **boiler** cannot be used until the issues have been rectified.

To arrange **your annual boiler service** please contact **us** via telephone or by filling in the **claims** form online. Should **you** not contact **us**, **we** will assume that **you** do not wish to have an **annual boiler service** visit for that particular period of **your service plan**. In these instances, **we** will not reimburse any of the **service plan** fees.

Please note: Electric, liquid petroleum gas (LPG), solid fuel or oil fuelled **boilers**, back **boilers** and dual-purpose **boilers** are **not covered** under this **service plan**.

Your service plan provides the protection described in the cover sections below because of a covered event occurring at the **home**. The benefit under **your service plan** is limited to the **claim limit** stated in **your plan schedule**.

When **you** purchased **your service plan**, **you** chose which sections of cover below **you** require. Cover is provided only if **you** selected the cover section and paid the required premium. The sections of cover that apply to **your service plan** are confirmed in **your plan schedule**. The amount **we** will pay in respect of any one **claim** shall not exceed the **claim limit** including callout charges, labour, parts, and materials. **You** are responsible for paying any **excess** under the **service plan** or where the cost of repair exceeds the benefit provided under the **service plan**.

Domestic Boiler & Central Heating

You will need to provide evidence that **your boiler** has been maintained in accordance with manufacturers specifications/instructions by sending **us** a copy of **your boiler service certificate** either by post or email before an **engineer** will be sent to **your** property. If **you** cannot provide this evidence, **you** may be asked to pay £80 before an **engineer** will be sent to **your** property. If **your boiler** is 11 years old or more there is a mandatory **excess** of £100.

WHAT IS COVERED

We will assist **you** and pay for the call out and labour and depending on **your plan schedule** parts and materials involved in repairing or rectifying **emergency** leaks within, or the **breakdown** of **your central heating system** and/or domestic **boiler**.

Your cover may also include **non-emergency breakdown** cover for **your central heating system** and/or domestic **boiler**.

Please check **your plan schedule** for full **claim** limitations including part information and fees.

WHAT IS NOT COVERED

- a) **Boilers** that require **specialist work** such as Potterton Powermax, Elm Le Blanc, Chaffoteaux Britany Combi **Warm Air** heating systems, electric, liquid petroleum gas (LPG), solid fuel or oil fuelled **boilers**, back **boilers**, and dual-purpose **boilers** (or anything other than natural gas).
- b) Any General Maintenance.
- c) Intermittent faults where this cannot be identified at the time of the **engineer's** attendance.
- d) Corrosion or any **work** arising from hard water scale deposits.
- e) Removal of **sludge** or hard water scale from the insured system.
- f) Routine pressure issues arising from the inappropriate or inadequate care, non-maintenance, or neglect of **your boiler** and heating system as per the manufacturer's user instructions and safety guidelines. If **you** wish **us** to re-pressurise **your boiler** this can be done on a **pay-on-use service** that is not covered under this **plan**. If **you** would like **our engineers** to complete this action for **you**, please contact customer services.
- g) Any gas-fired appliance whose primary purpose is other than heating, for example a combined cooking and heating unit.
- h) A **breakdown** where an **engineer** has previously identified that **remedial/maintenance work** is required to prevent a future **breakdown** and the recommended **work** has not been carried out.
- i) The cold-water system including its feed and outlet.
- j) Elson tanks, separate gas or oil heaters supplying hot water, and dual-purpose **boilers** such as AGA's.
- k) **Your** water supply from the hot cylinder to **your** taps.
- l) Repairs when **our engineer** deems the **boiler** to be **Beyond Economic Repair**.
- m) Solar powered panels or ground, air, and water source pumps.
- n) Any maintenance or **remedial work** identified during an **annual boiler service**.
- o) Materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.
- p) Intermittent faults where this cannot be identified at the time of the **engineer's** attendance.
- q) Lack of maintenance or neglect by **you** (**you** may be asked to reserve funds if **your boiler** has not been serviced in line with the manufacturer's instructions or if **you** have no protection of hard water scale).
- r) Mains pressure hot water thermal storage systems, for example: BoilerMate, Gledhill, Heatbank, Megaflo, Pandora by DPS, Potterton Suprima, Thermflow, Tribune, and any other similar thermal storage heating system.
- s) The cold-water system including its feed and outlet.
- t) Elson tanks, separate gas or oil heaters supplying hot water, and dual-purpose **boilers** such as AGA's and Rayburns, with the exception of a gas fire forming part of a back **boiler**.
- u) Materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.
- v) Loss of Oil or Gas.
- w) Damage caused by escape of Oil or Gas.
- x) Flues that are connected to the **boiler** appliance.
- y) Replacement of radiators, fan convector heaters, hot water cylinder, heated towel rails, or underfloor heating.
- z) Internet Connected Heating Controls (**you** may also hear this product referred to as Remote Heating Control or Hive Active Heating). Internet connected heating Controls allow **you** to control **your central heating system** remotely.

Plumbing & Drainage

WHAT IS COVERED

We will assist **you** and pay for the callout and labour (and depending on **your plan schedule**) parts and materials involved in repairing or rectifying an **emergency** or the **breakdown** of **your** internal plumbing or external drainage system.

Your cover may also include **non-emergency breakdown** cover for **your** plumbing and drainage system.

Please check **your plan schedule** for full **claim** limitations including part information and fees.

WHAT IS NOT COVERED

- a) General Maintenance.
- b) Repairing or replacing taps, showers, or ceramic disks.
- c) Replacing bath and shower seals or grouting.
- d) Replacing or repairing sanitary ware.
- e) Replacing cold water storage, hot water Cylinders, radiators, or expansion tanks.
- f) Repairing or replacing water softeners, combined overflow and pop-up waste mechanisms, all electrical hot water pumps, and parts of **your** water system that are designed to increase mains pressure, water filters, radiators, swimming pools, decorative garden features, rainwater pipes and guttering, waste disposal units, macerators such as Saniflo, and electrical units for toilets.
- g) Water pipes to or from and in detached outbuildings, fountains, swimming pools, ponds, and other decorative garden features, garden taps, treatment plants, rainwater pipes, roofs, guttering, or other external property.
- h) Repairing frozen pipes.
- i) Replacing or repairing spa baths, or associated components that form part of their construction. These include, but are not restricted to pumps, jets, heating elements, pipes, and tubes.
- j) Blockages, collapses or leaks, or any other problems with the mains water supply from the stop cock in **your** property, up to where it is connected to the public or shared water supply pipe within the boundary of **your** property: these will be covered by either the water board or **your** building's insurance.
- k) **We** do not **work** on accidental damage caused by anybody working directly on the plumbing system.
- l) All repairs to galvanised steel cold water storage or expansion tanks.
- m) Washing machine and dishwasher hot and cold flexible Pipes.
- n) Rainwater guttering and downpipes.
- o) Any repair to a drain which requires excavation.
- p) Shared drains.
- q) Any repairs to drains that have collapsed or been damaged or blocked by tree roots.
- r) Any drainage system which is not of plastic, concrete construction, P.V.C or clay pot.
- s) Septic tanks, soakaways, cesspits, drainage pumps and macerators.
- t) Manholes and their covers.
- u) Treatment plants and their outflow pipes.
- v) Any repairs where **you** have been advised previously of the need to install access points (e.g., a manhole).
- w) Roofs and rooflines.
- x) Any repair due to grease/fat/food being poured in the sink.

Water Supply

WHAT IS COVERED

We will assist **you** in the event of a blockage, collapse, or leakage of the water supply pipe from and including the main stopcock for **your home** up to where it is connected to the public water main/communication pipe as long as **you** are responsible for this. Repairs or replacements may be made as necessary to rectify a blockage or leak and restore the water supply.

WHAT IS NOT COVERED

- a) Costs which exceed **your** portion of the cost of any **work** undertaken by **us** under the terms of this policy on a water supply pipe outside the boundary of **your** property where **you** share legal responsibility for the water supply pipe with any third parties.
- b) Frozen pipes which have not caused any damage.
- c) 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 parties who do not agree to the **work** being completed by **our engineer(s)**.
- d) Damage resulting from lack of proper maintenance.
- e) Any reinstatement costs relating to the original surface, which is excavated as part of a **claim**.
- f) **Trace & Access** - tracing leaks where the source cannot be ascertained, or where there is no visible evidence of a leak.
- g) Swimming pools or similar, Jacuzzi, spa baths, decorative features, ponds, fountains, and any associated pipes, valves, or pumps caused by or resulting from inadequately lagged pipes.

Electrics

WHAT IS COVERED

We will assist **you** and pay for the call out and labour and depending on **your plan schedule** parts and materials involved in repairing or rectifying an **emergency** or the **breakdown** of **your** internal electrics.

Your cover may also include **non-emergency breakdown** cover for **your** internal electric system.

Please check **your plan schedule** for full **claim** limitations including part information and fees.

WHAT IS NOT COVERED

- a) General Maintenance.
- b) Any replacements or upgrades, or replacing fuse boards.
- c) Repairing or replacing wiring encased in rubber or lead.
- d) Repair or replacement of light bulbs and fittings.
- e) Renewable energy systems.
- f) Repairing accidental damage to **your** electrical system.
- g) Repairing or replacing solar photovoltaic panels and installations.
- h) Electricity supply to CCTV surveillance, burglar/fire alarm systems, swimming pools, the plumbing for swimming pools, and any leisure equipment.

Gas Supply

WHAT IS COVERED

We will assist **you** to repair or replace any damaged section of the internal gas supply pipe following a gas leak arising in **your home**. We will only be able to provide a service once the **National Gas Emergency Service** have attended and isolated the leak.

WHAT IS NOT COVERED

- a) General Maintenance.
- b) Any gas **boiler**, fire, **central heating**, or hot water **breakdown**.
- c) Temporarily frozen pipes where permanent damage is not confirmed.
- d) Systems not installed correctly, or which do not conform to any governing Gas Safe regulation or requirements.
- e) Pipes outside the boundary of **your home**.

Pests

WHAT IS COVERED

We will assist **you** in an **emergency** following a **pest infestation** in and/or attached to **your home** where there is clear evidence of the infestation.

Please check **your plan schedule** for full **claim** limitations including part information and fees.

WHAT IS NOT COVERED

- a) Any other **pest** that is not stated in the definition.
- b) If there is no evidence of the infestation.
- c) If the infestation is not in and/or anywhere attached to **your home**.

Taps & Toilet

WHAT IS COVERED

We will assist **you** and pay for the call out and labour and depending on **your plan schedule** parts and materials involved in repairing or rectifying an **emergency** or the **breakdown** of **your** taps and toilet.

Your cover may also include **non-emergency breakdown** cover for **your** taps and toilet system.

Please check **your plan schedule** for full **claim** limitations including part information and fees.

WHAT IS NOT COVERED

- a) General Maintenance.
- b) Replacement taps and toilets.
- c) Descaling and any **work** arising from hard water scale deposits.
- d) If **you** have access to more than one toilet within **your home**.
- e) Blocked toilets where this has been caused because of misuse or the internal workings of the flush.

Landlord Electrical Safety Certificate

WHAT IS COVERED

A **Landlord** Electrical Installation Condition Report (EICR), which will cover up to 10 circuits within the property. You will receive an electrical installation condition report Certificate (CP12) which will contain details.

WHAT IS NOT COVERED

Anything other than what is outlined in what is covered.

Gas Safety Certificate (CP12)

By law, **landlords** must make sure they maintain gas appliances in a safe condition; they must also have gas appliances in properties that they rent checked for safety, as well as having an inspection of the installation pipework, every 12 months. They should also hold a **Gas Safety Certificate (CP12)** as proof.

It is **your** responsibility to make sure that **you** keep to **your** legal obligations, and **we** will not be legally responsible for any failure on **your** part to ensure that these checks are carried out. **Our service plans** can include the certificate and inspection of the installation pipework as standard, and **you** will need to tell **us** the appliances **you** would like to be checked. Only the appliances specified at the time that **you** purchase this product will be included in **your** inspection. **You** can add other appliances to **your** CP12, at any time, at an additional cost for each additional appliance.

WHAT IS COVERED

A safety inspection of the appliances specified by **you** at the time **you** purchase this product.

You will receive a **Gas Safety Certificate (CP12)**, which will contain details of the gas installation and all gas appliances checked by **our engineer**.

WHAT IS NOT COVERED

- a) If any of the appliances fail **our** inspection, **we** will issue the **Gas Safety Certificate (CP12)** and include details of any faults found, and any **remedial** action taken (for example, disconnecting the appliance). It is **your** responsibility to make sure that **your** appliances are repaired or replaced at **your** cost.
- b) Additional charges will apply for any future inspections and any confirmation of Gas Safety, following the **work** needed to meet regulations.
- c) It will be **your** responsibility to contact **us** to have **your landlord** Gas Safety Certificate carried out.
- d) The cost of any re-inspections to appliances that fail **our** inspection.
- e) Any repairs to properties that are not occupied when the fault is reported.
- f) Between tenancy **remedial work** or any faults that are not reported within 24 hours of it occurring.

Exclusions

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

1. Circumstances known to **you** prior to purchasing **your service plan**.
2. Any system and/or equipment, including **boilers** and facilities, which have not been properly installed or maintained in accordance with the manufacturer's recommendations.
3. Any **claim** arising from gradual deterioration and/or wear and tear, or lack of maintenance or neglect by **you**.
4. Any system faulty or inadequate as a result of any inherent or recurring manufacturer or design defect.
5. Any loss, damage, liability, cost, or expense of any kind directly or indirectly caused by, resulting from, or in connection with any act of terrorism, invasion, revolution, or sort of war.
6. Detached garages or outbuildings, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks unless appropriately covered under the **pests** section of this policy if included on **your schedule**.
7. Any system which has been modified, tampered with, or incorrectly used.
8. **Claims** made within 28 days from the **start date** on **your welcome pack**.
9. If **you** have existing cover guarantee or warranty. **we** may direct **you** to the installer or manufacturer for a solution in the first instance to prevent the voiding of any guarantee/warranty.
10. Any other costs or damage indirectly caused by what led to **your claim** unless it's specifically in the policy.
11. Utility service connections, electricity cables, gas fires, solar panels, 'green' or 'renewable energy' systems.
12. Any damage to drains or other underground services caused by tree roots.
13. Circumstances which are not sudden and unforeseen.
14. **Claims** where **our engineer** has advised there is no **emergency** repair available.
15. Cash alternatives instead of a **service** or **work**.
16. Any **claim** or expense of any kind cause directly or indirectly by:
 - a. Ionising radiation or radioactive contamination from any nuclear fuel or waste, which results from the burning of nuclear fuel.
 - b. the radioactive, toxic, explosive, or other dangerous properties of nuclear machinery or any part of it.
17. **Your plan** does not include the cost of getting to **your** appliance or system if it is not accessible.
18. Replacement or adjustment to any decorative or cosmetic part of any equipment.
19. General maintenance **work** on any system that has not been regularly maintained. The **engineer**, when dealing with **your** system, may complete a repair but diagnose that additional maintenance **work** is required to **your boiler** and/or other system in order to prevent a future **breakdown**. As this maintenance **work** is not covered under this **service plan** it is **your** responsibility to have it completed.
20. Any loss or damage caused by pressure waves produced by aircrafts or other flying objects moving at, or above the speed of sound.
21. Removing asbestos associated with repairing the **boiler, central heating**, or plumbing system.
22. If **you** have had any asbestos removed, **you** must give **us** a clean air certificate before **we** will do any further **work** at **your** property. By law, the person who removes the asbestos must give **you** a clean air certificate.
23. Any direct or indirect liability, loss or damage caused to equipment because it fails to correctly recognise data representing a date in a way that it does not work properly or at all, or by computer viruses.
24. Beginning or continuing **services** where **we** reasonably consider that there is a health and safety risk, including the presence of dangerous materials, infestations, or harassment of **our** staff (including verbal or physical abuse). **We** will not start **work** again until there is no longer a risk to health and safety.

General Information

1. Gaining Access to Your Property and Arranging Appointments

To ensure the comfort and safety of our customers, our engineers will only work on your home if there's someone 18 years or older there the whole time. They must be able to give instructions to our engineer on your behalf.

It's your responsibility to arrange for us to access your home. If you call us out and nobody is in, you will be responsible to pay the engineer call out fee. If we can't access your home, you will need to rearrange the appointment. If you don't arrange a new appointment, your service plan will still continue, but we will not attempt to reattend the property.

2. Safety Advice

We may advise you that permanent repairs or improvements are needed to help make sure your appliance or system works safely (for example, to keep to Gas Safety Regulations, such as upgrading your ventilation to meet current standards). If you do not follow our advice, your service plan will continue to run, unless the service plan is cancelled.

3. Observance

Our liability to make any payment under this service plan will be conditional on you complying with the terms and conditions.

4. Spare Parts

If our engineer does not carry the spare parts needed on the day of your appointment, we can normally get hold of most items the following working day (as we use a large, approved supplier). If not, we will obtain and install parts, as soon as possible. We may use other approved, used parts, or parts that have been reconditioned by the original manufacturer or approved third parties.

5. Upgrades

Upgrades are changes to your system which will improve its efficiency or safety. The cost of upgrading your system is not included in this service plan. Depending on availability you may be able to buy system upgrades from BeSmart Holdings Limited. t/a BeSmart Boiler Care, such as power flush, system filters, and scale reducers or trace heater kits.

6. Fraudulent or exaggerated claims

You must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your claim, your renewal, or any adjustment to your service plan;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- makes a claim under the service plan, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge. If your claim is in any way dishonest or exaggerated, we will not pay any benefit under this service plan or return any premium to you, and we may cancel your service plan immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.

7. Claims

To ensure accurate records, **your** telephone conversation may be recorded.

All requests for assistance must be made to through **our Claims Helpline Service**, customer services, or **claims** handler Sedgwick and not to the **engineer** directly otherwise the **work** will not be covered.

There may be times when replacement parts are delayed, unavailable, or are no longer available because of circumstances beyond **our** control. In the event of this happening, **we** will ensure that **your home** is safe and if required the **engineer** will provide **you** with a quotation for a suitable repair. Please note that if **you** should engage the services of an **engineer** prior to making contact with **our Claims Helpline Service**, customer service or **claims** handler Sedgwick, any costs that **you** incur are not covered by **your service plan**.

8. Replacement of Parts or Components

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 suppliers. **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, **we** will deem the **boiler** to be **beyond economical repair**.

9. One off job repair (pay on use)

Should an **emergency** arise that is not included in **your service plan**, **we** can arrange for an approved **engineer** to attend **your home**, but **you** will be responsible for all costs involved. The use of this service does not constitute as a **claim** under **your service plan** with **us**.

10. Moving Home

Please notify **us** of **your** new address as soon as possible after **you** move **home** because the **service plan** **you** have with **us** is based on **your** current **home address**, which may invalidate **your claim**. To update **your plan** details, there will be an administration fee of £25 which will need to be paid before **your** details will be updated.

11. Landlords – Appointment Booking – Tenants

You can provide **your** consent to allow **your** tenants to contact **us** directly to ask for an **engineer** appointment or repair under **your service plan**.

Under **your service plan** they can also arrange for **your** annual Gas Safety Certificate CP12 to be carried out. However, if **your** tenant is dishonest with **us** on the phone and calls **us** out for something that is not included in **your service plan**, or something **we** did not agree to, **you** will be liable for **our** costs. It will then be up to **you** to **claim** this from **your** tenant, **you** may want to let them know that **you** can do this.

12. Original Documents

Original Documents must be provided in all cases of a **claim**: **we** will not accept handwritten receipts, or documents not on headed paper. **We** will not accept forwarded emails or documents that appear to have been modified in any way. **We** reserve the right to verify any documentation supplied to **us**. If **you** supply **us** with documentation that is not satisfactory, **you** will be charged a £35 administration charge for each additional attempt.

13. Additional paper copies of your welcome pack/documents

We will send you a welcome pack upon purchasing cover via email. If you have not provided an email address, you will be sent your welcome pack in the post to the address of the property you have chosen to cover unless you state otherwise by writing to us.

If you need us to send you an additional copy of your welcome pack information in the post in any contractual year, an administration fee of £10 will be applied for each copy per property.

14. Using Your Personal Information

This section explains how and why we collect, store, process, and share your personal data. We will always be transparent with about what we do with your personal data and will tell you if there are any significant changes. If you have any questions or want us to explain anything for you, please contact us.

14.1. What We Do With It

We protect your data by using encryption techniques, and we use other safeguards such as firewalls and password protection. This means that your data is protected and only accessible by co-workers who need it to carry out their job responsibilities.

We will use your personal data to provide you with information, products, services requested or purchased from us (i.e., completing tasks such as payments taken online, processes) and to let you know about those products and services that you have bought from us and respond to any questions that you may have.

We may also use your personal data to measure claim, complaint, and customer service information, including troubleshooting in connection with purchases on your requests for services.

We rely on our contractual arrangements with you as the lawful basis in which we collect and process your personal data when taking out a service plan with us. In some cases, our legitimate interests as a business is what we will rely on (such as measuring customer satisfaction). Where we rely on our legitimate interests, we will always balance these interests against your rights. We will only pass your personal data to third parties where we need to action an obligation under your contract with us and rely on our legitimate interests as a business to use your personal data in this way. This can include claims handling, engineers/contractors, insurers.

We will keep all personal information for the duration of your contract with us and for up to 6 years from the end date as required under current legislation. After this time, it will be securely destroyed.

14.2. Your Rights

If you are not satisfied or believe we are processing your personal data otherwise in accordance with the law you can complain to the Information Commissioner's Office (ICO) by calling 0303 123 1113 or via their website: <https://ico.org.uk/concerns>

You can find a number of your personal information rights and what happens to it within the guidance from the UK Information Commissioner's Office (ICO): <https://ico.org.uk/for-the-public>

If you would like to make a complaint on how we have handled your personal data, or if you have any questions or queries, please contact our Customer Service Team.

14.3. What We Need

BeSmart Services is a data 'Controller'. **We** will collect basic personal data, which can include name, address, telephone number, email address, **your** credit or debit card information or other payment information, and information **you** give **us** when speaking to **our** customer service team. This data is all held electronically as **we** phase out paper records.

14.4. Why We Need It

- Provide information about **our** Services and products
- Providing services
- Personalising services
- Administering accounts and any orders relating to suppliers and customers
- Administering membership records
- Handling enquiries, **claims**, requests, and complaints

We will not ask for any personal data **we** do not need in order to provide services to **you**. **We** will only disclose data when **we** are obliged to by law, or when the disclosure is necessary for the purposes or criminal investigation, taxation, national security, or when **we** have **your** consent to the following:

- Suppliers
- Business partners
- Other partnership companies
- Successors in title to **our** business.



Cancellation Information

Your Cancellation Rights

It is never nice for us to hear that one of our customers wants to cancel their **service plan**, but if after you read this **Terms and Conditions** booklet and would like to cancel, please call, email, or write to us.

Please note, only you or your authorised representative should contact us to cancel. We will not be able to cancel your plan if an unauthorised individual contacts us to cancel your plan, even if they are your family, etc.

The cancellation period provided within your service plan is inclusive of the statutory 14-day cancellation period, which begins on the start date or 14 days from the date you receive your service plan documentation, whichever is later. Any premium taken within this period will be refunded to the account the payment was taken from.

If you cancel your service plan after the cancellation period following the purchase or renewal of this service plan and have not made a claim, an administration fee of £30 is payable. This fee will be taken before your plan is cancelled. Please note you will not be entitled to any refund or premiums paid and we do not accept cheques. Where your plan is cancelled either within or after the cancellation period and you have made a claim, your plan will be cancelled immediately, and your premium will not be refunded. If you pay your premiums monthly, you will be required to pay the remainder of the 12 months' worth of premiums from the start date/last anniversary date. This means that if you cancel within, for example, 2 months of your plan start date/renewal date, but you made a claim in this time, you will have to pay the equivalent of 10 months of premiums.

If we fail to provide the services that we have agreed to provide in any material respect, you may cancel this service plan by calling, emailing, or writing to us.

Our Cancellation Rights

We may cancel your service plan in the following circumstances (if we choose to cancel your service plan, we will notify you via email):

- a) If you give us false information;
- b) At our discretion;
- c) If you do not make an agreed monthly payment;
- d) If your appliance or system is not on our approved list;
- e) If you do not give us access to your property, if this is needed;
- f) If we are not reasonably able to find parts for your boiler, central heating, or plumbing system. If improvements we tell you are needed are not completed;
- g) You are physically violent or verbally abusive. In these circumstances you will not be entitled to a refund of the monthly payments you have paid;
- h) If your boiler is 7 years old or more, and not repairable (beyond economical repair). In this circumstance you will not receive a refund of the monthly payments you have paid in that service plan year;
- i) If parts become unavailable and we cannot fix your boiler or central heating system. In this circumstance you will not receive a refund of the monthly payments you have paid in that service plan year;
- j) If, following the initial inspection and Service, we advise you that your boiler, central heating, or plumbing system is unsuitable;
- k) If there is a health and safety issue;

- D) If a permanent fault with **your central heating** or plumbing system which **we** are not required to remedy under this **service plan** has not been remedied. In these circumstances **you** will be entitled to a refund of the **monthly payments** **you** have paid in that **service plan** year; minus any costs **we** have incurred during that **service plan** period.

Complaint Information

We will always aim to do **our** best, however there may be times when things go wrong and there will be times when **you** feel that **you** have not received the service **you** expected. When this happens, **we** want **you** to know that **we** take all complaints seriously, and **we** want to know about it so that **we** can have time to put things right and will do **our** very best to resolve the issue promptly. Only **you** or an **authorised representative** should call or write to make a formal complaint.

How to complain:

- Please call **0800 611 8111**. Alternatively, to make a complaint in writing **you** can contact **us** by email at complaints@besmartuk.com
- Alternatively, complete the form on the **Complaints Procedure** page of **our** website. This page details **our** four-step complaints procedure.

Complaints regarding **claims** are handled directly by **our** Claims Handler, **Sedgwick**. In this case their terms will apply.

We will always work hard to sort things out within 5 working days. If **your** case involves a number of issues, **we** may need more time to make sure that **we** have not missed anything. **We** will keep **you** informed of this by phone or email to let **you** know that **we** are still looking into this for **you**.

If **we** have provided **you** with an outcome for **your** complaint within 5 working days and **you** are unhappy with the outcome, please let **us** know and **we** will raise this with Management, who will then look at this for **you** and contact **you** with a final response by phone or email.

Once **we** have reached a decision, **we** will always contact **you** by phone or email. **We** do aim to resolve most complaints within 8 weeks but if after eight weeks **we** have still not reached a decision, **we** will contact **you** by phone or email to let **you** know the reasons why.

This is a service agreement and not an insurance policy, any benefit **you** receive from this **service plan** will be at **our** absolute sole discretion. This means that this **service plan** falls outside the remit of the **Financial Conduct Authority (FCA)**.

Any complaints **you** make to **us** will be governed by the following applicable law:

This **service plan** may only be relied on and enforced by **us** and **you**, and shall not be directly or indirectly enforceable by any third party under the **Service Plans Right of Third Parties Act 1999** or otherwise. This **service plan** shall in all respects be governed by 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 **service plan** 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.

If **you** need independent advice **The Citizens Advice** consumer service gives free, confidential, and impartial advice. **You** can get in touch with them for advice at any time during the complaints process:

- Tel: **03454 040506**
- Email: www.citizensadvice.org.uk/energy