



## **TERMS & CONDITIONS**

# **Welcome to the WarmAbode Family**

**Thank you for choosing  
WarmAbode as your home  
cover provider.**

We believe that customers should get better, more affordable home cover plans with no unfair price hikes and the best customer service possible.

As part of this, we have designed our terms and conditions to be as easy to read and as transparent as possible. This is the legal part of your agreement with us, but we have tried to remove any confusing jargon and language from it so that it is easy to understand.

We want you to know exactly what you are paying for so please do spend some time reading this as it will help you understand exactly what is included within your policy.

We have created our products by listening to our customers and understanding their needs. This is an ongoing process and therefore we value hearing from as many of you as possible so we can shape our future products. If there is anything you don't understand or have any other thoughts, please do reach out as we would love to hear from you.

All documents and all communication with you about this policy will be in English.

## What's included in our plans

The table below shows which areas of cover are included within each of our plans. Please use the plan names at the top of the table to find out what's included in your cover. You can find full details of each area of cover within this document.

	<b>Comfy Abode</b>	<b>Cosy Abode</b>	<b>Complete Abode</b>
<b>No Excess</b>	✓	✓	✓
<b>Free Boiler Service</b>	✓	✓	✓
<b>Max Response Time</b>	24 Hrs*	24Hrs*	Same Day*
<b>Flue Gas Analysis</b>	✓	✓	✓
<b>Heating Filter Clean</b>	✓	✓	✓
<b>Boiler Repair</b>	✓	✓	✓
<b>Discount on Future Work</b>	5%	10%	15%
<b>Boiler Replacement</b>	✓	✓	✓
<b>Hot Water Tank Repair</b>		✓	✓
<b>Heating Controls Cover</b>		✓	✓
<b>Unlimited Call Outs</b>		✓	✓
<b>Central Heating Cover</b>			✓
<b>Radiator Balancing</b>			✓
<b>Heating Health Check</b>			✓

\* We aim to respond within the specified times for each plan, however, on occasion, mitigating circumstances may occasionally increase these times slightly.

# Contents

<b>1. Definitions</b>	A list of important definitions we use throughout these terms and conditions.
<b>2. What is included in your policy</b>	Your inclusions will depend on the plan you have. Please refer to the table at the start of this document to see which inclusions apply to you.
<b>3. What we are not able to cover</b>	This section lists our 'general exclusions'. They are important to understand as we cannot cover certain things.
<b>4. How to</b>	Here we explain how and when we will organize your service visit, how you can make a claim, make a change, cancel your policy or make a complaint.
<b>5. Safety and Security</b>	This section explains the procedures we take to look after the safety and security of our customers and engineers.
<b>6. Legal Information</b>	Details around how we use your personal data, and other Legal information relating to your boiler cover.

# 1

## **DEFINITIONS**

A list of important definitions we use throughout these terms and conditions.

# 1. DEFINITIONS

Some phrases that we use in these terms and conditions have specific meanings. When you see these words appear in the document, please refer back to this list for the specific meaning.

<b>Agreement</b>	All the documents that give you information about your policy. This includes the welcome letter, and these terms and conditions.
<b>Beyond economic repair (BER)</b>	When according to the expert judgement of our claims team the cost of repair is more than the value of the boiler.
<b>Claims team</b>	The WarmAbode team responsible for organising claims.
<b>Home</b>	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.
<b>Residential use</b>	A building where fewer than half of the rooms are used for any type of commercial purposes. We can only cover it if the total output of all boilers combined is less than 70kW.
<b>Start date</b>	The day your contract comes into effect. This date is confirmed in your welcome letter.
<b>System</b>	A particular area of the home that we have agreed to protect, depending on the cover level selected. These are the boiler, controls and central heating.
<b>We/us/our</b>	WarmAbode Limited is the plan administrator and provider of the Annual Service Visit.
<b>Welcome letter</b>	The email or letter which forms part of the policy containing your name, home address, level of cover provided, any addons and any callout that may apply.
<b>You/your</b>	The person listed as the policy holder.

# 2

## **WHAT IS INCLUDED IN YOUR POLICY**

This section details the essential components included in your policy along with important payment information.

## 2. POLICY OVERVIEW

# OUR POLICIES

### General

Once you have purchased your policy, we will send you a welcome letter confirming when your policy starts. You can see which type of contract you have purchased on your welcome letter. You must be the owner of the home. You will not be able to request a repair within the first 14 days of your start date.

### Prices and price change

All policies are annual contracts but you can pay for the policy by either monthly or annual Direct Debit.

Your agreement shows the total amount you will pay and the length of your contract. This includes the gross premium of your policy as well as the amount you pay for any non-insured services including all applicable taxes.

Our price will not change over a 12 month period from the start date or renewal date unless you change your agreement with WarmAbode or the government changes the relevant tax rate.

### Renewals

Your policy will be due for renewal every 12 months. We will write to you at least 30 days before the renewal date and inform you of any changes to the cost of the policy. In order to cancel the renewal of your policy, you must notify us before the renewal date.

### 3. WHAT IS INCLUDED IN YOUR POLICY

Any replacement parts required in order to complete a repair will be selected by WarmAbode on a like for like basis. If the customer would like to choose their own replacement parts, for example, upgrading a replacement Radiator, then the customer will be responsible for the cost of this part, along with any increase in labour costs to install them.

Dependent on your level of cover, the following repairs will be covered.

#### ✓ **Boiler**

Repairs to a single natural gas boiler in your home.

#### ✓ **Flue**

Repairs to the flue including the flue terminal, up to three metres in length.

If we are unable to repair the flue, we will arrange a full replacement

#### ✓ **Controls**

Repairs to controls, including the programmer, any thermostats, motorized valves and central heating pump.

We will arrange replacement controls if our engineer advises that we are unable to repair.

#### ✓ **Central Heating**

Repairs to:

- Expansion tank, radiators, towel rail radiators, bypass and radiator valves.
- Repairs to hot water cylinders and any immersion heater and it's wired in timer switch.
- The pipes that connect the central heating system, for example, the pipes that connect to your radiators or cylinders.

## 4. EXCLUSIONS

### **✗ Underfloor Heating**

Your policy does not cover the repair or replacement any aspect of your underfloor heating system.

### **✗ Gas Supply Pipe**

Repairs to the gas supply pipe – the pipe that connects your gas meter to your gas appliances.

### **✗ Sludge**

We are unable to repair damage caused by limescale, sludge or other debris if our heating engineer has advised you that you need to carry out repairs or a power flush.

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

Your policy does not cover the repair or replacement of energy or central heating management systems.

### **✗ Curved or designer radiators**

We will not replace curved or designer radiators. By the term “designer radiator” we are referring to radiators:

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

### **✗ Pre-existing faults**

Any problems that our engineers deem to have happened before the start of your insurance policy.

### **✗ Claims within 14 days**

Any claims on the policy within 14 days or the start date of the policy.

### **✗ Making good**

Making good to any areas where access is required in order to carry out the repair. For example if an access hole is required to be cut in a wall to access a pipe.

### **✗ Beyond Economic Repair**

Boilers have a limited life span, which, depending on the make or model of the boiler, can be between 7 and 20 years. This means that the value of a boiler decreases over time. Therefore, if the cost of the repair of your boiler is likely to be more than the current value of your boiler, we will not be able to carry out the repair and your boiler will be deemed to be beyond economical repair.

If your boiler is under 7 years old and we deem it to be beyond economical repair, we will fit a like for like replacement and cover the entire cost.

If your boiler is over 7 years old, we will not be able to cover the cost of a new one. We will however offer you a 15% discount towards a new one should you choose to use WarmAbode to install your new boiler.

## **✗ Steel or iron pipes**

Your policy does not cover the repair or replacement of steel or iron pipes.

## **✗ Hot Water Cylinder Replacement**

Your policy does not cover the replacement of a hot water cylinder which is not repairable by WarmAbode.

## **✗ Powerflushing**

Over time, gas central heating systems are known to experience sludge build up which can block or narrow pipes, radiators and other parts of the central heating system.

This issue can be resolved by carrying out a powerflush of the system to clear the sludge and any other debris within the system.

Our engineer will notify you if a powerflush is required, in order for the system to resume working correctly. This is not included within our policies, and can be carried out at an extra cost.

You are welcome to use another company to carry out the powerflush, however, proof will be required, before we are able to carry out any further repair to the system.

## **✗ Damage covered by home insurance**

Your policy does not include repair of any damage caused by extreme weather conditions, flooding, escape of water, structural issues, fire or explosions or any other damage that is normally covered by household insurance.

## **✗ Intentional Damage or Negligence**

We will not repair or replace any parts that have been deemed by our Engineers to have been deliberately damaged, misused or neglected.

## **✗ Underfloor Heating**

Your policy does not cover the repair or replacement any aspect of your underfloor heating system.

## **✗ Damage caused by others**

We are unable to repair any malfunctions or faults resulting from interference by individuals other than a WarmAbode Engineer, such as third-party engineers or utility providers. This stipulation extends to instances where damage occurs due to a power outage. Our engineer will exercise their professional judgment to ascertain the cause of the damage and determine if anyone other than ourselves has interfered with the system.

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

Your policy does not cover any losses or damage caused as a result of your boiler or central heating system breaking, malfunctioning, leaking or failing, unless it can be deemed the WarmAbode was responsible for this.

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

If spare parts for a repair are no longer available, we will offer alternative replacements with comparable functionality to the parts being replaced, although they may not possess identical features. Should you opt to supply a replacement part you've procured independently, our engineer will install it provided it is included on our approved list of components. We will also reimburse the cost of the part upon receiving a valid receipt.

While we endeavor to obtain parts from the original manufacturer or our trusted suppliers, in instances where a specific part is unavailable, it may necessitate cancellation of your contract or the requirement for a replacement boiler, which we can offer you a 15% discount on if you use WarmAbode.

## **× Like for like replacement**

Any replacement parts required in order to complete a repair will be selected by WarmAbode on a like for like basis. If the customer would like to choose their own replacement parts, for example, upgrading a replacement Radiator, then the customer will be responsible for the increase in cost of this part, along with any increase in labour costs to install them.

# 4

## HOW TO

This section explains how and when we will organize your service visit, how you can make a claim, make a change, cancel your policy or make a complaint.

## 4. HOW TO

### How we organize your annual service visit

An annual service visit is a check-up of your gas boiler and central (depending on which policy you have taken out). This service is designed to ensure your system is working safely in line with the relevant laws and regulations.

#### Arranging the annual service visit

We will contact you when your annual boiler service is due. We do try to arrange servicing in the summer months so that we can prioritise breakdowns in the winter months.

We will send you two emails or text messages as reminders for you to arrange your annual boiler service with us. If you do not contact us to arrange your boiler service within 28 days of the service due date, it may void your cover should you experience any breakdowns which may have been avoided due to the service.

We will do our best to arrange your annual service on the anniversary of your last service, however, delays to this service may occur during periods of local or national high demand for our services (usually during the colder winter months).

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

Your annual service will consist of a full inspection of the system, to ensure that it is functioning safely and as expected. If it is necessary to take your boiler apart to adjust or clean it, we will do so.

On completion of the annual service, you will be provided with a checklist showing exactly what was included as part of the service, as well as any problems or faults identified.

#### Welcome Inspection

Depending on your circumstances, we may need to do a welcome service. This is to ensure that your system can be covered by our policies and that there are no pre-existing faults. We will usually do this within 28 days of your policy start date.

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

- Offer you a different level of policy cover
- Cancel your policy
- Tell you what needs to be done to fix the fault, providing you with a quote for the cost of the repair. Once this has been repaired my WarmAbode or a company of your choice, your policy will then begin.

## 4. HOW TO

### How to organise a call out

#### Arranging a call out

We aim to handle all callouts as quickly and efficiently as possible and keep you fully updated along the entire process. To arrange a call out, please contact us on 01923 911249 or email us at [claims@warmabode.co.uk](mailto:claims@warmabode.co.uk).

#### Grace period before you can request a repair

You will not be able to request a repair within the first 14 days of your policy start date.

#### Freeholder Permission

If your lease stipulates that you must seek permission from the Freeholder for specific works, you indemnify WarmAbode when you consent to such works necessary for any repairs to your system.

#### Arranging a time to visit or make repairs

We will do our best to arrange a repair or visit at a time that is convenient for you. There may be instances where this may not be possible and will rearrange with you accordingly.

#### Cash payments

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

#### If you miss any payments

If your payment is not received within 7 days of the monthly/annual due date, your policy will automatically be made void. Payment must then be made in order to reinstate the policy.

Before booking an annual service or claim, WarmAbode will require you to pay for any unpaid/overdue payments and our engineer will not visit your home until these are paid.

## 4. HOW TO

# How to make a change to your contract

## Moving home

If you are planning to move home, please inform us by email as soon as possible, as your policy is valid for the property address detailed within your welcome letter.

In some cases, you may be able to transfer your policy to your new address, although this will require a welcome service to inspect the system at the new address, which we may charge for if within the 12 month cover period.

## Changes to your personal information

You are required to inform us promptly of any updates to your contact information, such as changes to your telephone number, address, or email.

## Upgrades / Downgrades

You can upgrade your policy at any point within the 12 month term of the contract.

You can downgrade your policy only at the end of the 12 month period upon renewal of your cover with us.

## Changes to your home or boiler

Additionally, should you replace your boiler during the contract period, please notify us so we can verify if your new boiler is included in the approved list. Your policy will remain in effect until you provide us with this information. If your new boiler or appliance is not eligible for coverage, it may be necessary to modify or cancel your insurance policy. It is your responsibility to ensure that you still require the same level of coverage, although exceptions may apply if your new boiler is covered by a manufacturer's warranty.

If, when attending a callout, our engineer deems the repair to be due to changes within the originally covered system, we will not be able to make the repair under your cover.

## 4. HOW TO

# How to cancel your contract

## How to cancel

All of our contracts are annual contracts, and as such, you are not able to cancel within the 12 month period of your contract, once the cooling off period has passed. The contract will automatically renew on the anniversary of the start date, and you will have a new 14 day cooling off period for the new contract in which to cancel, subject to no work having been carried out within this period.

## Cancellation within your cooling off period (within 14 days)

You can cancel your policy within 14 days of the start date or, if later, within 14 days of the date you receive this Policy Document. We will refund any premium you have paid as long as you have not received a service.

If you cancel your contract within the 14 day cooling off period, and we have carried out any work for you before the within the cooling off period, you will have to pay cancellation charges to cover the cost of work done as follows:

Annual Service or Welcome Service - £95

Landlord Gas Safety Record - £120

## When we have to cancel

We reserve the right to cancel your contract or cover 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, or system, despite our best attempts.
- You put any employee of WarmAbode at risk, for example, through physical or verbal abuse.
- Your home is unfit or unsafe to work in.
- You do not let us in to your home to carry out necessary repairs, despite several attempts.
- You do not make required permanent repairs or improvements as advised by our engineers upon the welcome service.
- You do not make payment

## 4. HOW TO

### How to make a complaint

Our aim is to deliver the utmost level of service to our customers. Should we fail to meet your expectations, we are committed to promptly addressing the issue to your satisfaction. Additionally, to further safeguard your interests in the event of any issues, there are several escalation levels available for you to utilize.

#### **Step 1: Contact WarmAbode (for all types of complaints)**

Please get in touch with us as soon as possible if there is anything wrong with any part of your policy.

- Call us on 01923 911 249
- Email us at [info@warmabode.co.uk](mailto:info@warmabode.co.uk)

We take any complaint seriously and 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 throughout the process.

#### **Step 2: Appeal to Financial Ombudsman**

If you are not satisfied with the outcome following investigation by WarmAbode, you can contact the Financial Ombudsman Service.

- Post: Exchange Tower, London, E14 9SR
- Phone: 0300 123 9123 or 0800 023 4567
- Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Following the complaints procedure does not affect your rights to take legal action.

# 5

## **SAFETY AND SECURITY**

This section explains the procedures we take to look after the safety and security of our customers and engineers.

# 5. SAFETY AND SECURITY

The safety of our customers and engineers while attending callouts and visits is of paramount importance to WarmAbode. Therefore, we have several processes in place to ensure this.

## Our engineers

All work is carried out by our approved Gas Safe Engineers who are carefully vetted by us before being employed to work in our customers houses.

## Getting into your home

To ensure the safety of our customers and their home, our engineers will only work in your home if there is an adult (over the age of 18) present for the entire time our engineer is within your property. If this is not the policy holder, the nominated person must be able to give instructions to our engineer on your behalf.

It is your responsibility to arrange for the engineer to access your home. If the engineer is unable to access your home, the appointment will need to be rearranged, and a fee may be charged. We will make two further attempts to gain access before cancelling your policy.

## Safety risks in your home

Our engineer will not start or continue doing any work in your home if they believe there is a health and safety hazard that poses a risk to themselves. The engineer will only return to complete the job once the risk has been mitigated.

### Asbestos

If asbestos is suspected, you must have an asbestos specialist inspect the area and test for / remove the asbestos prior to our engineer carrying out any work. Prior to commencement of work, we will need to see a Certificate of Reoccupation, proving that this work has been completed in line with legislation and that it is safe to return to the property.

## If your system is unsafe or against regulations

From time to time, we may inform you that your system needs repairs or improvements in order to keep it working safely, although these may not be covered by your cover plan. For example, if your ventilation doesn't meet current Gas Safe regulations.

If you decide not to follow this advice, your system may not be covered for any further repairs under the policy. Despite this, the policy will continue to run until the end of the 12 month period of contract.

# 6

## **LEGAL INFORMATION**

Details around our fraud policies, how we use personal data, applicable law and other legal information

## 6. LEGAL INFORMATION

### WarmAbode

The contract is between the customer and WarmAbode Limited. This is not an insurance product, it is a subscription service.

### Fraud

At WarmAbode, we take a robust approach to prevent fraud. If a claim made by you or anyone acting on your behalf under this agreement is deemed to be fraudulent, deliberately exaggerated or intended to mislead, we may:

- Not pay your claim; and
- Recover (from you) any payments we have already made in respect of that claim; and
- End your policy from the time of the fraudulent act; and
- Inform the police of the fraudulent act. If your contract ends from the time of the fraudulent act, we will not cover any repairs for any incident which happens after that time.

### Law and Jurisdiction

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

### Information you have provided

You must take reasonable care to provide accurate and complete answers to all the questions you are asked when you take out or make changes to this policy.

You must notify us as soon as possible if any of the information in your policy documents is incorrect or if you wish to make a change to your policy.

If you do not provide accurate and complete answers to the questions you are asked, or you fail to notify us of any incorrect information or changes you wish to make, your policy may not operate in the event of a claim. We may not pay any claim in full or your policy could be invalidated.

No term of this document or any other document provided to you by WarmAbode Limited is intended to limit or affect the statutory rights and obligations of the parties to this contract.

# 6. LEGAL INFORMATION

## Demands and needs

You have selected a WarmAbode cover plan which you believe best suits your needs. Our product range has been designed to meet the needs of residential homeowners, both owner occupiers and Landlords who wish to obtain protection in the event that their boiler or central heating system breaks down and require a professional engineer to fix the problem.

## Personal Information

WarmAbode Limited will need to use your personal information to provide you the services detailed in our agreement.

We are a member of and conform to the standards set out by the ICO (Information Commissioners Office).

For more information about how we use your personal information please see our privacy policy:

<https://warmabode.co.uk/privacypolicy>

## Who can benefit from this contract?

Nobody other than you can benefit from your policy. However, you can add authorized people onto your account from whom we will take instructions.

## Recovering losses caused by third parties

If you request a repair, replacement or service under your cover plan you will give us all the help necessary to recover any losses owed to us from third parties, following any repair or replacement that we carry out. We may ask you to give us help to recover losses before or after we carry out any repair or replacement.

## Under warranty from a third party

If your boiler, appliance or system is covered by a third-party warranty, it is your responsibility to make sure that any work we do doesn't affect that warranty. We will not be liable if any work we conduct on your boiler or system does not comply with the manufacturer's warranty.

## Our guarantee for our work

If we have supplied any faulty parts, we will repair or replace any parts we have supplied. We will also fix any faulty work that we have carried out within 12 months from the date that we carried out the work. This does not affect your statutory rights under the Consumer Rights Act 2015, if applicable, and any laws that replace it. If you want independent advice about your rights, you can speak to Citizens Advice, or Trading Standards.