



Boiler Service

Terms and Conditions



Contact

If you have any questions regarding the terms and conditions, please contact us using the details below:



Claims
03333 449 247



Phone
03333 449 669



Email
enquiries@smart-sure.com



Post
Smart Sure Limited
Citibase, 42 – 44 Clarendon Road
Watford, WD17 1JJ

INTRODUCTION

The service provided is NOT an insurance contract or maintenance contract but an agreement between **You** and us for the provision of a boiler service. This is an agreement providing a one-off gas boiler service and operational safety inspection.

We will arrange for a Registered Gas Safe Engineer to complete a service and operational safety inspection on a date agreed by **You**, once the payment in full is received by us.

WHAT IS A BOILER SERVICE?

The service and operational safety check will include both a service of **Your** gas boiler and a flue gas analysis.

does not include any other elements of **Your** heating or hot water systems. This is not a repair service, therefore, no repair or replacement will be carried out during the visit.

HOW TO ARRANGE THE SERVICE

Please note that, Boiler service requires a 30-day waiting period once it is booked.

Once the waiting period has passed, please contact us on **03333 449 669** quoting **Your** reference number. Our lines are open from 10am to 7pm Monday to Friday and 10am to 4pm on Saturdays, excluding public holidays. Once we have received all payments in full, we will arrange for the boiler service provider to contact **You** to arrange the service at a convenient time. Appointment time slots are between 8am and 1pm or 1pm and 6pm and are subject to workforce availability and circumstances preventing access to the home such as adverse weather or failure of the public transport system. **You** must provide us with reasonable access to **Your** central heating system (including the removal of furniture if deemed necessary) to allow us to carry out these checks.

The agreement is for the provision of a one-off boiler service only. If certificates are required, for example a CP-12 certificate, there will be an additional cost for the production and issue of the certificate.

Where the service has been bought via a promotional offer, there may be a booking fee payable.

MISSED APPOINTMENT

We always strive to provide **You** with a service that suits **You**. However, should the engineer not be able to inspect the boiler during at the agreed time (for example because **You** are not available, the boiler is not accessible, etc.), **You** will be liable to pay a 'missed appointment' fee of £60. Should **You** need to amend a booking **You** must notify us 48hrs before the agreed time.

If there are any parking restrictions that prevent the engineer from attending **Your** property at the agreed time, this will be considered to be a missed appointment and **You** will be liable to pay a missed appointment fee of £60.

CANCELLATION TERMS

You may cancel this service at any time, by giving 14 days' notice. Once an inspection has been booked, or carried out, no refunds will be made to **You**.

Should **You** be paying for **Your** service agreement by monthly or quarterly instalments, we will process a refund of payments made to us, less a £20 cancellation fee.

Should **You** cancel **Your** purchase within 14 days, we will provide **You** with a full refund unless **You** have already booked a service appointment.

PREMIUM

Premium becomes due to be paid by **You** in full prior to Policy inception in order for the Policy to commence.

Subject to and upon payment of the **Premium**, this Policy shall commence. Immediately upon commencement of this Policy, the right to receive **Premium** is assigned by **Us** to Smart Sure, in its own right absolutely. This provision is therefore notice to **You** of that assignment.

Payment of **Premium** by **You** is a condition precedent to **Our** liability under the policy. If **Premium** is not paid to Smart Sure when due, **We** shall have no liability under the Policy so shall not have to pay any claims.

If any provision of this section is found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this section, which shall remain in full force and effect. In those circumstances, this provision shall be interpreted to the extent possible as being amended to provide for such minimum notice of cancellation as may be allowable.

HOW TO COMPLAIN

We hope to have provided **You** with an exceptional service. However, should anything be to **Your** dissatisfaction, please do let us know by contacting us on:

Post: Smart Sure Limited, Citibase, 42 - 44 Clarendon Road, Watford, WD17 1JJ
Phone: 03333 449 669
Email: enquiries@smart-sure.com
Web: www.smart-sure.com

DATA PROTECTION ACT 2018

Please read this notice as it explains the purposes for which the **Insurer**, City and Commercial Limited or **We** will use **Your** personal information.

Each of the **Insurer**, City and Commercial Limited and **Us** are data controllers (as defined in the Data Protection Act 2018) of the personal information each of them collects about **You** in connection with this policy.

Your personal information will be used for the following purposes:

- a) For administration of this policy including, but not limited to, underwriting, administration and claims handling.
- b) To communicate with **You** in connection with this policy.
- c) To internal analysis and research.
- d) To comply with legal and regulatory requirements.
- e) To help prevent, detect or deal with crime or fraud.
- f) Sanctions Checking.

Each of the **Insurer**, City and Commercial Limited and **Us** use agents and service providers to collect, hold and process on its behalf **Your** personal information for the purpose set out in this policy. These agents and service providers act on the **Insurer's**, City and Commercial Limited or **Our** instructions (as applicable) and will only use information as the Insurer, City and Commercial Limited or We tell them to. Smart Sure Insurance may also need to transfer **Your** personal data to third parties in countries outside the European Economic Area in confidence. The **Insurer**, City and Commercial Limited and We may disclose **Your** personal information to third parties (including to the police, other government bodies and other insurers) as required by law or if the **Insurer**, City and Commercial Limited or **We** think the disclosure may help to prevent, detect, and deal with crime or fraud. Incompliance with the Data Protection Act 2018, **You** have the right to ask for a copy of the information the **Insurer**, City and Commercial Limited or **We** hold about **You**. If **You** find at any time that any of the information the **Insurer**, City and Commercial Limited or **We** hold about **You** is incorrect then **You** should promptly notify the **Insurer**, City and Commercial Limited or **Us** and the **Insurer**, City and Commercial Limited or **We** (as appropriate) will correct the inaccuracy. **You** can contact the **Insurer**, City and Commercial Limited or **Us** about privacy issues or comment or complain about the Insurer's, City and Commercial Limited or **Our** privacy practices.

Where **Our** use of **Your** personal information is based upon **Your** consent, **You** have the right to withdraw such consent at any time by contacting **Us**. Further information concerning **Your** rights and **Our** responsibilities can be found within **Our** Privacy Notice published on the website: <https://smartsure.com/privacy-policy/>. Alternatively, **You** can request a printed version by contacting **Us**.

Sanctions

We shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any **claim** or the provision of such cover, payment of such **claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.

ALTERATION AND ASSIGNMENT

You are not permitted to assign to another person(s) or change in any way the rights under this agreement without the written consent of the service provider or its agent, acting on its behalf.

EXCLUSION OF THIRD-PARTY RIGHTS

Nothing in this agreement is intended to confer a directly enforceable benefit on any other party and therefore the provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply.

GOVERNING LAW

This Policy, and any dispute concerning its interpretation, is governed by the laws of England and Wales and the jurisdiction of the English Courts will apply. **We** will communicate in English.

PRIVACY

We take privacy seriously and have systems in place to ensure the security and accuracy of any personal information **We** collect. All information **You** provide to **Us** is stored on **Our** secure servers. **We** restrict access to **Your** information as appropriate within City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell and other third parties to those who need to know that information for the purposes set out above.



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