Hi,

We are looking for assistance drafting bespoke terms and conditions for a new customer care plan we are preparing to launch called HeatSafe Protect Cover.

We are a Gas Safe registered heating company based in Scotland. At this stage, the plan will only be available to domestic customers where HeatSafe Heating Ltd has installed the boiler. We are not planning to offer this cover to boilers installed by other companies during the launch phase.

The aim is to provide a clear service and maintenance agreement for existing HeatSafe customers, with different levels of cover. We would like the terms to be drafted in a way that protects the business, is fair and clear for customers, and does not accidentally present the plan as an insurance product.

Please see below the proposed structure.

HeatSafe Protect Cover Plans

Available to HeatSafe installation customers only.

Plan 1: HeatSafe Protect Care

Price: £11.99 per month + VAT (£143.88 + VAT annually)

Included:

- Annual boiler service
- Annual safety/performance check
- Warranty reminder and service record
- Priority booking over non-plan customers
- Basic controls check
- Discounted diagnostic call-out
- Discounted repairs

Not included:

- Parts
- Repair labour
- Emergency same-day guarantee
- Radiators, radiator valves, pumps, pipework or external controls unless specifically stated
- System sludge, scale or blockages
- Manufacturer defects or manufacturer-warranty repairs

Plan 2: HeatSafe Protect Care Plus

Price: £19.99 per month + VAT (£239.88 + VAT annually)

Included:

- Everything included in HeatSafe Protect Care
- Up to 2 call-outs per year included
- Labour included for covered boiler breakdowns
- Priority response during normal working hours
- Telephone/video support where appropriate
- Simple radiator balancing where appropriate
- No call-out charge for genuine covered boiler/heating faults during normal working hours

Parts:

- Parts are chargeable separately. (Unless the boiler is under manufacturer's warranty)

Not included:

- Parts
- Sludge, scale or system blockages
- System design issues
- Pre-existing faults
- Leaks from radiators, radiator valves or pipework unless specifically added
- Boiler replacement
- Manufacturer-warranty repairs where the manufacturer should attend

Plan 3: HeatSafe Protect Care Premium

Price: £29.99 per month + VAT (£359.88 + VAT annually)

Included:

- Everything included in HeatSafe Protect Care Plus
- Parts and labour included for covered boiler breakdowns, subject to fair usage and plan limits
- Annual boiler service
- Priority response during normal working hours
- Controls included only where supplied and fitted by HeatSafe
- Selected boiler components covered, subject to parts availability, sensible repair cost and fair usage. This may include items such as expansion vessel, pump, fan, diverter valve, sensors, PCB and electrodes
- Radiator bleed/check during annual service visit where appropriate

Proposed limits:

• Maximum claim value of £500 including parts and labour per plan year
• Maximum of 2 repair visits per plan year, or 3 at HeatSafe's discretion
• Parts must be available at a reasonable cost and within a reasonable timeframe
• If the cost of repair exceeds the economic repair value of the boiler, HeatSafe may contribute towards replacement instead of repair
• Cover is subject to the boiler and system being suitable

Eligibility

We would like the terms to include the following eligibility rules:

• The plan is only available to domestic customers whose boiler was installed by HeatSafe Heating Ltd.
• The boiler must be in good working order at the start of the plan.
• The plan does not cover faults that existed before the plan started.
• HeatSafe may refuse, cancel or downgrade a plan where the boiler or system is unsuitable.
• The property must be domestic and located within our normal service area.
• One plan applies to one boiler at one property only.
• The plan is not transferable without written approval from HeatSafe.

Boiler age rules:

0-5 years old, fitted by HeatSafe:
• Eligible for Protect Care, Protect Care Plus or Protect Care Premium, subject to annual servicing being kept up to date.

6-8 years old, fitted by HeatSafe:
• Eligible, but Protect Care Premium only after a service/health check confirms no existing faults. Proposed health check price: £99.00.

9-10 years old, fitted by HeatSafe:
• Protect Care or Protect Care Plus only, unless Protect Care Premium is manually approved by a director.

Over 10 years old:
• Protect Care service plan only, or repairs quoted separately as required. No parts/labour-inclusive premium cover.

Over 12 years old:
• Annual service only. No repair-inclusive plan.

Not fitted by HeatSafe:

• Not eligible during the launch phase.
• Future option may be a paid inspection and first service before acceptance, but this is not part of the initial launch.

Start Date and No-Claim Period

We would like the terms to include:
• The plan starts on the agreed start date.
• No repair claims are included within the first 30 days.
• During the first 30 days, service-only support may be provided.
• The annual boiler service may be carried out during the first 30 days.
• The no-claim period should not affect any separate responsibility HeatSafe may have for installation workmanship issues.

Payment Terms

We would like the terms to include:

• Payment by monthly direct debit or card subscription only.
• Minimum term of 12 months.
• Missed payments pause cover until the account is brought up to date.
• HeatSafe may cancel the plan if payments are missed or repeatedly late.
• If a customer cancels after receiving their annual service, they must either pay the balance of the annual service value or complete the 12-month minimum term.
• Please include suitable wording for cooling-off rights for customers who sign up online, by phone or by email.
• After the minimum term, the contract automatically renews
• After the initial 12-month term, the company can adjust the service fee.

Response Times

We do not want to offer 24/7 emergency cover.
We would like wording based around the following:

Plan customers receive priority booking. We aim to attend urgent no-heating or no-hot-water issues as quickly as reasonably possible during normal working hours, Monday to Friday, 9:00am to 5:00pm, excluding public holidays, subject to engineer availability, parts availability, access, weather conditions and workload.

We do not want the plan to guarantee same-day attendance.

Manufacturer Warranty Repairs

This is an important section for us.

Where a boiler, appliance, component, control or part is covered by a valid manufacturer's warranty, we want the manufacturer's warranty process to be used first for any appliance fault, component failure or manufacturer defect.

We would like the terms to make clear that:
• HeatSafe Protect Cover does not replace or override the manufacturer's warranty.
• Manufacturer faults, failed manufacturer parts and appliance defects under warranty must be dealt with by the manufacturer or their authorised warranty agent in the first instance.
• HeatSafe is not responsible for the manufacturer's appointment availability, response times, delays, parts availability, repair decision or repair outcome.
• Same-day HeatSafe attendance is not included for manufacturer-warranty faults.
• HeatSafe may assist the customer with advice or guidance, but this does not mean HeatSafe accepts responsibility for the manufacturer's fault or response time.
• If the customer asks HeatSafe to attend and the issue is not caused by HeatSafe's installation workmanship, the visit may be chargeable at our standard rates.
• If the manufacturer confirms the issue is not covered under warranty, HeatSafe may then assess whether the issue is covered under the customer's HeatSafe Protect Cover plan.

We would like this wording to protect us in situations where, for example, a boiler we installed two years ago is still under manufacturer warranty, the manufacturer cannot attend until the following day, and the customer demands same-day attendance from HeatSafe. In that scenario, we want the terms to make clear that the manufacturer warranty route is the correct route and that HeatSafe is not liable for the manufacturer's timescales.

General Exclusions

We would like the following exclusions included where appropriate:

• Sludge, scale or poor water quality
• System blockages
• Frozen condensate pipe unless caused by HeatSafe workmanship
• Radiator leaks
• Hidden pipework
• Power flushing
• Smart thermostats or controls not supplied and fitted by HeatSafe
• Damage caused by customer misuse, neglect or third-party work

• Decorative making good
• Access issues
• Boxing-in, flooring removal or reinstatement
• Parts no longer available
• Boilers deemed beyond economical repair
• Any issue covered by manufacturer warranty where manufacturer attendance is the correct route
• Pre-existing faults
• System design issues
• Faults caused by poor system condition
• Repeated faults caused by sludge, scale, poor water quality or system contamination

Fair Usage

We would like the terms to include fair usage wording covering:

• Maximum number of 2 call-outs per year included.
• Maximum annual claim value of £500 including parts and labour
• One property and one boiler per plan
• The plan is not transferable without approval
• Repeated faults caused by system condition are excluded until remedial work is completed
• HeatSafe may refuse further cover, cancel the plan or downgrade the plan if the boiler or system is unsuitable
• HeatSafe may decline repairs where parts are unavailable, obsolete, excessively expensive, or where repair is not economically sensible

Points We Would Like You to Advise On

Could you please advise on and draft suitable wording for:

1. Whether this should be clearly described as a service and maintenance agreement rather than insurance.

2. Any FCA or insurance-regulation risks with the proposed wording.

3. Customer cancellation and cooling-off rights.

4. Direct debit/card subscription payment wording.

5. Limiting HeatSafe’s liability fairly and legally.

6. Manufacturer warranty interaction.

7. Fair usage and claim limits.

8. Exclusions.

9. What happens if a boiler is beyond economical repair.

10. What wording we should use on the website and plan summary so customers understand the main limitations before signing up.

The aim is to have robust but fair customer-facing terms and conditions that protect HeatSafe Heating Ltd while being clear and transparent for customers.

Please let me know if you can assist with drafting this and provide an estimated fixed fee if possible.