



Goldstar Plan Terms & Conditions

1. THESE TERMS & CONDITIONS

These terms & conditions underwrite the **Goldstar Plan** agreement between us. Please read them carefully before signing up. These terms contain important information and explain how we provide our gas cover service to you, how we or you may change or end the contract, and what to do if there is a problem.

These terms cover Goldstar Gas Cover's **Goldstar Combi Plan** and **Goldstar System Boiler Plan**.

2. DEFINITIONS

2.1 'The company', 'us', or 'we' means Goldstar Gas Cover.

2.2 'The owner' and 'you' means you, the customer signing up for the **Goldstar Plan**.

2.3 'The appliance' or 'appliances' means any gas appliance covered by your **Goldstar Plan** and referred to in your agreement.

2.4 'The whole central heating system' means the central heating boiler together with the rest of your system. What is included in your cover will depend on whether you have a combi or traditional system boiler. This may include the pump, thermostatic radiator valves, motorised valves, cylinder thermostat, temperature and pressure controls, radiators, pipework, feed, and expansion tank.

2.5 'Boiler and controls' means the central heating boiler and the pump and temperature controls.

2.6 'Additional appliances' means any other boiler, fire, cooker, or domestic gas appliance that is not covered by your **Goldstar Plan**. If you want additional appliances serviced at the same time as the equipment already covered by your **Goldstar Plan**, please contact us for a price.

2.7 'Breakdown or failure' means your normal heating and/or domestic hot water supply has stopped working, or is not working properly, because one or more parts of the system is broken or has worn out.

3. PERIOD OF AGREEMENT

Your **Goldstar Plan** cover runs for the period you agreed to when signing up with us, between the dates specified in your agreement.

4. ANNUAL SAFETY CHECK & SERVICE

We will carry out the following service once during the period of your **Goldstar Plan** contract, provided we have received payment for your cover, as agreed:

4.1 Check the gas-carrying parts of your appliance are working safely and clean and adjust them if needed.

4.2 Inspect the combustion chamber burners, heat exchanger, and flueways, and clean and adjust them if needed.

4.3 Check that the rest of the central heating system is operating properly, and adjust or repair where needed.



5. BREAKDOWN OR FAILURE

While you are covered by your **Goldstar Plan**, we undertake to repair your central heating system as soon as we can after you inform us that something has broken down or failed. You will not be charged for labour, parts, or materials as these are covered by your **Goldstar Plan**.

Our commitment is subject to the following exclusions:

5.1 We will not carry out repairs if the parts needed to do so are obsolete or we cannot obtain them.

5.2 We will not fit any parts you have sourced yourself.

5.3 We will not make good or repair any work that has been carried out by a third party unless they have been authorised by Goldstar Gas Cover.

5.4 We will not be held responsible for issues arising from delays in replacement part deliveries.

6. RESPONSE TIME

We will always aim to respond on the day that you inform us of a breakdown or failure in any part of the central heating system we cover under your **Goldstar Plan**. This is however subject to our workloads, labour availability, other operational factors, and exclusions listed at Clause 8 of these terms & conditions, and for this reason we cannot guarantee you a same-day response.

7. EXCLUSIONS AND ADDITIONAL CONDITIONS

Our obligations to you under your **Goldstar Plan** only cover repair and maintenance for your central heating system. Our obligations do not include any improvements to your boiler or other appliances, your system in general, or to your drainage, plumbing or electrical systems.

We will not cover any pre-existing faults or design faults, including...

- Anything that already existed when you first took out your **Goldstar Plan** cover.
- Anything we could not reasonably have been expected to know about – for example, faulty pipes without the correct protection, pipes buried under concrete floors, or any part of your system that is not accessible because it has been built over.
- Anything we have already told you about but you have not fixed or – if the work has been carried out by somebody other than us – it has not been completed to a satisfactory standard.

The following list covers what is specifically *excluded* from your **Goldstar Plan** contract with us and what is subject to additional conditions. If you ask us to carry out any of these works, you will have to pay for them separately as they are not covered by your **Goldstar Plan**.

7.1 Carrying out work on any boiler of more than 42kw capacity.

7.2 Carrying out work on condensate pumps.



7.3 Igniting or turning off your central heating system, and adjusting timers and other controls, unless this is in connection with a breakdown or failure covered by your **Goldstar Plan**.

7.4 Replacing decorative parts, trims, lamps, batteries, flue guard baskets, or system consumables such as corrosive proofers.

7.5 Descaling or desludging any part of the central heating system covered by your **Goldstar Plan**, including — but not restricted to — the boiler, pipework, radiators, and cylinders, or any other pipework within your property.

7.6 Carrying out work on a domestic hot water storage tank or cylinder (if you have one), or any other pipework or fittings associated with your domestic plumbing system. If you want us to cover your tank or cylinder (unvented, indirect, or thermal store), you can add this as an appliance under Clause 2.6 of these terms & conditions.

7.7 Carrying out any work on the electrical supply before it reaches the isolating switch for the appliance — or appliances — covered under your **Goldstar Plan**.

7.8 Carrying out any work in connection with specialist heating controls such as Hive, Nest, and Sangamo.

7.9 Carrying out any work on ancillary installations such as solar panels, heat pumps, renewable equipment, and thermal stores. These can be included in your **Goldstar Plan** as additional appliances under Clause 2.6.

7.10 Carrying out work on underfloor heating pipework, manifolds, and associated controls.

7.11 Carrying out any work caused by — or arising from — your failure to comply with instructions or recommendations given to you concerning your central heating system by the manufacturer, installer, or a Goldstar Gas Cover engineer.

7.12 Carrying out any work caused by — or arising from — your failure to take reasonable precautions to protect or minimise damage to your central heating system.

7.13 Carrying out any work arising from wilful damage, however caused.

7.14 Carrying out any work caused by — or arising from — works carried out by other services, including but not limited to the suppliers of gas, electricity, water, sewerage, broadband and other telecommunications.

7.15 Carrying out any work caused by — or arising from — fire, flood, lightning, explosion, storm, frost, or other natural hazards.

7.16 Carrying out any work caused by — or arising from — war or civil disorder.

7.17 Any other consequential loss, damage, or liability — no matter how it was caused — unless it can be directly attributed to negligence on our part.

7.18 Any work on the building in which your central heating system is located unless directly caused by our negligence or a wrongful act by Goldstar Gas Cover, our employees, or our agents. This includes fixtures and fittings, decorations, and furniture.

7.19 Replacing the central heating boiler if it becomes unsafe to use and cannot be repaired because the necessary parts have become obsolete. If this happens, you would have to pay for a replacement boiler and the costs of having it installed.

8. LIMITATIONS TO OUR OBLIGATIONS

We will not be liable for failing to carry out any of our contractual obligations if we — or any third parties authorised by us — are prevented from doing so by events beyond our control. These include strikes and other industrial disputes, lock-outs, fires, accidents, war, or force majeure.



9. ALTERATIONS TO THE CENTRAL HEATING SYSTEM

If you want to carry out alterations to your central heating system, you must contact us and request a quote for the work. Any alterations carried out by a third party that cause damage to your system, or have not been properly carried out, are not covered by the Goldstar Plan.

10. CURVED AND DESIGNER RADIATORS

Your Goldstar Plan does not include replacing curved or designer radiators.

By 'designer radiator', we mean a radiator with a particular artistic design or intricate shape or made from materials such as glass, marble, stone, wood, or cast iron.

If you want us to replace a curved or designer radiator, we can either:

10.1 Replace it with a standard radiator; or

10.2 Install a replacement curved or designer radiator you have sourced yourself. If we agree to do this, we only accept responsibility for our workmanship and not for any manufacturing or other flaws in the radiator itself.

11. SUB-CONTRACTING

We reserve the right to employ sub-contractors to carry out all works covered by your Goldstar Plan.

12. PAYMENTS AND RENEWALS

You are required to pay for your Goldstar Plan cover either annually and in advance or monthly by card or direct debit. You will get an email reminder 11 months after your contract with us begins that your cover will auto-renew after 12 months unless you contact us to cancel it. Please see Clause 13 for more information about cancelling your policy.

If you fail to pay us for any reason, we will pass on to you any bank or interest charges we incur. We also reserve the right to withdraw all Goldstar Plan cover until your account is paid in full.

13. CANCELLING YOUR GOLDSTAR PLAN

You can cancel your Goldstar Plan at any time provided you call us on 0330 002 1170 or write to us at Goldstar Gas Cover, Utilities House, 40 North Ellen Street, Dundee, DD3 7DH.

Please note that if you just cancel your monthly direct debit without also notifying us, this will not cancel your agreement and you will still have to pay whatever is due to us.

13.1 If you cancel your Goldstar Plan cover within the first 14 days we will give you a full refund, unless we have already carried out a service or made repairs to your system. In this case, cancellation charges may apply – see 13.4.

13.2 If you cancel your Goldstar Plan after 14 days, you will have to pay a cancellation charge – see 13.5.



13.3 The 14-day period starts from the day after you receive written confirmation of the agreement you have made with us.

13.4 The charge for cancelling your policy within 14 days of taking out your **Goldstar Plan** cover if we have already serviced or repaired your system is £50. This is to cover the cost of the service. If we have not carried out a service or any other work, there is no charge.

13.5 The charge for cancelling your policy at any time after 14 days of taking out your **Goldstar Plan** cover is £75.

14. TERMINATION OF OUR CONTRACT BY US

If you fail to comply with any of your obligations under your contact with us, as laid out in your agreement and these terms & conditions, we reserve the right to terminate your **Goldstar Plan** cover immediately by serving notice on you in writing.

A notice served by us on you will be deemed as properly served if it was addressed to your last known address or to the address where the system covered by your **Goldstar Plan** is located.

15. MOVING HOME

If you move home, whoever takes over ownership of the central heating system protected by your **Goldstar Plan** is covered for the rest of the current contract, provided they accept these terms and conditions and payment continues to be made.