

## BOILER CARE TERMS AND CONDITIONS

### Maintenance & Support Plans for your boiler

This plan provides you with services to help keep your boiler maintained, supported and in good working order. These terms and conditions set out your and our responsibilities in respect of these services.

**boiler:** the mains-connected natural gas or LPG boiler cared for by this plan (this only includes the parts inside the boiler casing; it does not include the flue).

**controls:** the programmer (time control), central heating circulating pump, motorised valve(s), zone valves or diverter valves, room thermostat and the cylinder thermostat. All elements of the controls must be standard.

**heating equipment:** the boiler and its controls, cared for by this plan. Your heating equipment does not include the system.

**home:** the property at the address we have listed against the plan.

**Maintenance & Support Services:** the maintenance and support services set out in "What Maintenance & Support Services does the plan provide?" below.

**plan:** this contract for maintenance and support services.

**system:** the radiators, radiator valves, expansion tank, the above-ground visible pipework directly associated with the provision of central heating (excluding any taps and their direct supply) and vented hot water cylinders holding less than 40 gallons or 182 litres. The system does not include thermal stores, their feeds, outlets or controls.

**thermal store:** cylinders running directly off mains pressure water, and not from a cold-water storage cistern/tank, and can often be identified as a cylinder which is not open to the atmosphere.

**we/us/our:** Domestic & General Services Limited, the provider of the plan, a company registered in England and Wales under company no. 1970780 with its registered office at Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS.

**you/your:** the person named on your plan certificate.

### What does this plan provide?

Under this plan we will carry out an initial inspection of your boiler to determine whether it is repairable. Where it is repairable, we will carry out an initial repair to get your boiler up and running again. If the initial repair is successful, during the same visit we will carry out maintenance checks on your heating system. The plan will then provide ongoing maintenance and support for your heating equipment, as long as it is operated in a domestic environment. It is designed to help ensure your heating equipment continues to work correctly and to minimise the chances of mechanical and electrical breakdown.

### What heating equipment is eligible for this plan?

Your heating equipment must be:

- owned by you and used for personal and non-business purposes only;
- under 15 years old when you take out the plan; and
- located in the United Kingdom.

Your heating equipment cannot be:

- a warm air unit; electric or oil boiler or combined heat power unit;
- a commercial or industrial grade boiler/controls, such as one with more than 200,000 BTU/HR 58.6K input and/or output; or
- located on a boat or in a mobile home.

### Is this plan right for you?

You must be at least 18 years old and resident in the United Kingdom.

### The initial repair

#### The initial inspection

When you first take out the plan, our approved repairer will carry out an initial inspection of the boiler to determine if it is possible to carry out the initial repair.

#### Conditions for the initial repair

It will not be possible to carry out the initial repair if the approved repairer reports that any of the following conditions apply:

- the boiler does not meet the conditions that apply to the plan (see above 'What heating equipment is eligible for the plan' above and 'Your responsibilities' below);
- they can't repair your boiler; or
- the boiler is in our view beyond economic repair.

In these cases, your plan will be cancelled and we will give you a full refund of any fee you have paid. No other compensation will be paid. If, however the boiler passes the initial inspection, then the initial repair will be carried out and you will be able to benefit from the maintenance and support services subject to these terms and conditions.

#### The initial repair

As part of the initial repair we will pay any call-out fees, the cost of labour and the cost of parts required to get your boiler working again (as long as these are not covered by another guarantee or warranty on the boiler). While the aim is to complete the initial repair of your boiler on the repairer's first visit, there are occasions when it could take a little longer. In no circumstances will the boiler be replaced as part of the initial repair.

Note, only engineers approved by us are authorised to carry out initial inspection or initial repairs. These will be carried out within the engineer's normal working hours (which are at least 9am to 5pm, Monday to Friday) on a date agreed with you.

Maintenance checks will be carried out on your heating system at the same time as repairing the boiler to ensure that it is working efficiently. Where available these checks will be carried out available in accordance with the manufacturer's recommendations.

### What Maintenance & Support Services does the plan provide?

#### Customer helpline

After the successful completion of the initial repair, to ensure your heating equipment continues to work correctly and to optimise its performance, you can access our Maintenance & Support Services online at [www.domesticandgeneral.com/boilercare](http://www.domesticandgeneral.com/boilercare)

#### Ongoing support

In order to help ensure your heating equipment continues to function correctly, you can access online hints and tips for maintaining your heating equipment. In addition, you can call us on 0800 597 8595 throughout the duration of the plan term if there is a problem with the operation or functioning of your heating equipment. We will try to resolve the problem remotely, however if we are unable to resolve the problem, we will approve an onsite visit from an approved service technician to get your heating equipment working correctly again (see "Onsite visits").

#### Onsite visits

Where an onsite visit is approved, we will either organise the service technician visit or provide you with the details to allow you to organise the service technician visit at your convenience. Onsite visits will take place during normal working hours which are at least 9am to 5pm (except on public holidays) Monday to Friday on a date agreed with you.

They may include repairs and further maintenance checks carried out on your heating equipment. We will pay for costs for call-out, labour and parts (including replacing parts of the system if this is included) as long as these are not covered by a manufacturer's guarantee.

You must use our approved service technicians. Please have your plan documentation to hand when the service technician arrives. In each year of your plan, the most we'll pay in total for repairs we approve is £1,500, this is the repair limit.

If we approve an onsite visit but are unable to find a service technician, we'll permit you to use your chosen service technician. You will have to pay them and claim the cost back from us.

Please keep a copy of your invoice to send to us. If we permit you to use your chosen service technician and the proposed repair is estimated to cost more than the repair authority limit of £500, then you must ring the repair authority line on 0800 597 8580 for an authority number before work starts.

### **Safety message**

If our service technician find that your heating equipment is unsafe (and, if relevant, it cannot be immediately repaired) they'll label it and with your permission condemn it (and disconnect / isolate it) and it must not be used again until the fault has been corrected. This is extremely important for the safety of those at the property.

Note all the service technicians we use for the plan will be Gas Safe registered.

### **Boiler replacements**

If our approved service technician is not able to repair your boiler, or we decide that it is uneconomical for us to repair your boiler (because for example the repair would cost more than the lesser of (i) the repair limit or (ii) the price of a boiler), we will arrange to replace your boiler with a new boiler up to a value of £750. Subject to availability and the price limit, the replacement will be of the same or similar technical specification.

If we cannot reasonably arrange a replacement, we will give you manufacturer credit or vouchers instead. The manufacturer credit or vouchers will be for the full retail price (from a manufacturer chosen by us) of a replacement boiler up to a value of £750. Manufacturer credit or vouchers will be valid for 12 months from the date of issue and will be sent electronically or posted to the last address you gave us.

Under this plan, we will not be responsible for any installation or delivery costs. We will also not pay for a replacement flue or any system upgrading work if this is needed for the new boiler.

If we arrange a replacement or alternatively give you manufacturer credit or vouchers, your plan will end immediately.

### **Duration and renewal**

The initial plan period begins on the 'start date' and continues until the 'renewal date', as specified in your plan certificate (unless ended in accordance with these terms and conditions). Before your plan ends, we will contact you by post, telephone, email or SMS about renewing. Your renewal notice will show the new amount to pay and your renewal date. The fee payable may increase at renewal. If you pay by Direct Debit, your protection will automatically continue for another year with a new plan at each renewal, unless you inform us otherwise. Unless you have advised otherwise, the renewal fee will again be collected from your specified bank account, to ensure you are always protected. If you pay by any other means, you will need to make payment for your plan to continue. A cooling off period (lasting 14 days from renewal of the plan or the day on which you receive your renewal documentation, whichever is the later) applies at the renewal of your plan. We reserve the right not to offer you a renewal on your plan.

Note if your plan renews it will no longer include an initial inspection or an initial repair, however it will include an annual service and the other maintenance and support benefits set out in this plan. The new terms will be included in your renewal notice.

### **Your responsibilities**

- All information you give must be true, factual and not misleading.
- Your heating equipment must have been installed and used in accordance with the manufacturer's instructions.
- If your heating equipment breaks down or malfunctions, you must take reasonable steps to limit damage, e.g. stop using it if this is likely to cause further damage.
- You must pay the fees when they fall due.
- You must arrange any work required to ensure your heating equipment is accessible, compliant with all relevant safety standards and safe to work on (as determined by our service technician). We will not do any work where these standards are not met.
- You must ensure someone is home for when you have booked an onsite visit. If our service technician is not able to carry out an onsite visit because no one is home, you may be charged a call-out fee.

### **General exclusions**

The following are excluded from the plan:

- Damage of any kind to the heating equipment.
- Damage during delivery, installation or transportation of the heating equipment by a third party not under our instruction.
- Replacement, recall or modification of the heating equipment (or any part) by a supplier or the manufacturer.
- Modifying or making a heating equipment comply with legislation or making it safely accessible.
- Any problem with the supply of electricity, gas, water, broadband or broadcast content.
- Costs or loss arising from not being able to use your heating equipment (e.g. buying temporary heaters or loss of earnings), or incidental costs caused by breakdown or repair (e.g. costs to remove or reinstate built-in or fitted equipment).
- Damage to your premises or any other property or possessions, unless it is our fault.
- Any loss, damage or impairment to functionality caused by neglect.
- Any loss, damage or impairment to functionality caused by: earthquake, flood, lightning, fire, wind, humidity, weather conditions, salt spray, storm or other natural events or catastrophes, abnormally high or low temperatures, plumbing problems, corrosion, chemical exposure, radiation, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion, man-made events or catastrophes or technological hazards (such as computer viruses or date-change faults).
- Repairs or modifications, where not approved by either us or the heating equipment manufacturer.
- The cost of replacing any consumables (such as external fuses, batteries, fuel).
- The cost of replacing any accessories (such as attachments, cables and cable joints, plugs, light covers, filters, removable parts, catalytic panels, external piping, starter connections and straps).
- Data loss or corruption, installing, modifying and upgrading software, the resolution of any software interface problems.
- For items with screens: repairs due to pixel failure where the number or location of pixels does not exceed the manufacturer's acceptable limit, marks on the screen, or burned screens.

### Special exclusions

In addition to the 'General exclusions' above, the plan does not provide care for the following:

- Any work arising from hard water scale deposits (i.e. calcium).
- Sludge or blockages (including carrying out a powerflush) or clearing, replacing or repairing magnetic filtration devices.
- Normal operation or adjustment of the heating equipment controls (except following a repair under this plan).
- Any water pressure adjustments on sealed systems, the clearing of airlocks or the balancing and venting of radiators (except where the system is protected by the plan).
- Work on anything not part of the heating equipment, for example inaccessible or non-visible pipework, energy management systems, unvented pressurised cylinders, convector heaters, kick space heaters, curved radiators (for bay windows etc), towel heaters/rails, underfloor heating, heat pumps, shower pumps, immersion heaters, solar panels, fuel lines to the boiler and the flue systems from the boiler, the cold water supply tank, its feed or outlet, taps, any pipework, controls or other parts associated with any of these items.
- Work on non-standard visible pipework (i.e. greater than 35mm in diameter).
- Work where the removal or disturbance of hazardous material (e.g. asbestos) is required.
- The replacement of oil nozzles and igniters.
- Work on internet connected heating control equipment (such as Hive or Nest).
- Any installation or associated costs where we arrange a replacement (including costs for upgrades or system modifications).
- Any part of your boiler and controls which directly supplies a swimming pool.
- Repairing or replacing the flue including the flue terminal and or lining for any open flued appliances.

### Paying your fees

If you pay the monthly fees (inclusive of all applicable taxes) by Direct Debit, you must make regular payments in accordance with the 'Payments schedule' set out in your plan documentation. If we are unable to collect a payment from your bank we may attempt to request payment again unless you advise us otherwise. When you have paid the monthly fees by Direct Debit for the number of consecutive months shown in the 'Payments schedule', if the initial term has not yet expired, no further payment will be taken for the remainder of the initial term. Before your plan ends, we will send you a renewal notice (see 'Duration and renewal of your plan' above).

If instead you choose to pay all the fees for the period in advance in one payment, you must pay this amount (inclusive of all applicable taxes) before the plan will start.

If you do not pay for your plan on time, it will be suspended from the due date. No Maintenance & Support Services will be provided past this date unless payment is received. We may use a collection agency to recover any amount owing to us.

### Cancellation and ending of the plan

#### Your right to cancel

You will receive a full refund if you cancel the plan within the fourteen (14) day period from receipt of your documentation or from the plan start date, whichever is later (the cooling off period). However, you must pay us for any costs incurred by us in providing you with the service, such as the cost of the initial repair (but the charges will not exceed the price of the plan).

If you cancel your plan after the cooling off period, then the following will apply:

- If you have not received a repair, we'll refund the fee paid by you for the remaining full months of your plan. If you pay for your plan by Direct Debit, you will only receive a refund if you have already paid for any future months of your plan.
- If you have received a repair, no refund will be given and you will have to pay the cost of the repair. This will be capped at the plan fee (less any fees you have already paid in the current period).

#### Our right to cancel

1. If following the initial inspection, our approved repairer reports to us that the boiler does not meet the conditions that apply to the initial repair (see above), your plan will be cancelled and any fee paid will be refunded to you.
2. If at any time your heating equipment is replaced, your plan will automatically end and no refund will be due (see 'Replacements' above).
3. We may cancel this plan where there is a valid reason for doing so by giving you at least 7 days' written notice. Valid reasons include but are not limited to the following:
  - where you fail to comply with certain conditions (see 'Your responsibilities' above);
  - where you fail to pay for the plan, if applicable (see 'Paying your fees' above); or
  - where you have used threatening or abusive behaviour or language towards our staff or suppliers.

If we cancel your plan using this provision, you will receive a pro rata refund of any fees paid for the remaining unexpired days of your plan.

#### How to cancel

If you wish to cancel your plan, please contact us on 0333 000 4935 (8am to 8pm, 365 days a year). You can also cancel by writing to us at the address specified in the 'Customer services details' section. There is a cancellation form on our website [www.domesticandgeneral.com](http://www.domesticandgeneral.com) which you can download and use. If you are paying by Direct Debit and tell your bank to cancel your Direct Debit Instruction, but do not contact us first, we will not immediately cancel your plan. If you do wish to cancel, please contact us directly to avoid any communications regarding outstanding payments.

#### Customer services details

For customer services: call 0800 597 8595 or write to us at Domestic & General Services Limited, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or email us by clicking on 'contact us' on our website: [www.domesticandgeneral.com](http://www.domesticandgeneral.com)

Calls cost up to 7p a minute plus your phone company's access charge. Calls from mobiles may cost considerably more. Calls to 0800 numbers are free. Calls may be recorded and monitored for quality and training purposes. Lines are open, at a minimum, from 9am to 5pm, Monday to Friday (except public holidays).

#### How to complain

If you wish to complain or you are unhappy with the service provided, please contact our customer services team (see 'Customer services details' above). If you are not satisfied with how we respond you can then ask the Consumer Ombudsman to review your case. They can be contacted at: Consumer Ombudsman, PO Box 1263, Warrington WA4 9RE, on their website [www.consumer-ombudsman.org](http://www.consumer-ombudsman.org) or by email at: [complaints@consumer-ombudsman.org](mailto:complaints@consumer-ombudsman.org)

### **Restrictions on transferring your plan**

With our permission you may transfer your plan to a new owner of the heating equipment by giving us their details either over the telephone or in writing. You cannot transfer it to any other heating equipment.

### **Changes to the terms and conditions**

We may modify or replace these terms and conditions in order to:

- comply with the law, regulations, industry guidance or codes of practice;
- rectify errors or ambiguities; and
- reflect changes in the scope or nature of the maintenance provided to you.

We will give you thirty (30) days' written notice of any change that could affect your rights or obligations and provide you with a brief explanation of such changes. The new terms and conditions will take effect from the date specified in the notice. If you do not agree with the changes, you may cancel the plan by notifying us within that notice period and you will receive a pro rata refund of any payments that you have made for the unexpired days of your plan.

### **What we do with your information**

At Domestic & General we want to reassure you that we use your information both responsibly and securely to provide you with the best possible service. Below we explain what we do with your information and your rights to your information. If you would like any further details you can get in touch with us using the contact details below or visit our website ([www.domesticandgeneral.com](http://www.domesticandgeneral.com)).

#### **Using your information**

Domestic & General Services Limited ("we") is the "data controller" of your information. We process two sets of information about you, "Personal Information" (your name, address, contact and payment details) and the "Goods Information" you provide to register your appliance or device (your name, address, contact and goods details). We'll use your information: (i) as necessary to fulfil our contract with you (including to recover any amounts owing); (ii) for our legitimate interests in: undertaking marketing (about our products and services and those of our third party partners) by post, telephone, email and/or other electronic messaging services; market research; customer surveys; printing services; checking and verifying your identity and contact details; recording your conversations for training, quality and compliance purposes; and for analytics and profiling for marketing purposes; detecting and preventing crime, including fraud; and (iii) where required to do so by law. We may also ask for your consent to some uses of your information.

#### **Sharing your information**

From time to time your Personal Information and Goods Information may also be shared with other members of the Domestic & General Group of Companies (Domestic & General Insurance or Services and other future members of the Group whose details we will notify to you ("Group")), where applicable with Baxi Heating UK Limited which is the subject of your protection plan and with companies acting on our behalf or providing services to us (e.g. the companies we use to carry out repairs, IT & mailing services, storage of paper records and telecommunications). Baxi Heating UK Limited will process your Personal Information for their legitimate business interests (including marketing and analytics) in accordance with their privacy policy.

#### **Transferring your information**

In exceptional cases, we may transfer your information to countries outside the European Economic Area (including the US) which may not have data protection laws which provide the same level of protection as provided in the UK.

We have put in place Model Clauses as an appropriate safeguard to ensure that such information is adequately secured and protected and that such transfers meet the requirements of applicable data protection law.

#### **Keeping your information**

We keep your Personal Information for six years after you terminate your plan so that we can deal with any claims. Your goods information we keep for a bit longer, normally 10 years (a reasonable expectation of average product ownership) for health and safety. We also keep your information to send you marketing that you might be interested in, unless we receive a request from you to opt-out of marketing.

#### **Rights to your information**

By writing to the Data Protection Officer using the contact details provided below, you have the right to ask us:

- for a copy of the Personal Information we hold about you;
- for a copy of the Personal Information you provided to us to be sent to you or a third party in a commonly used, machine readable format;
- to update or correct your Personal Information to keep it accurate;
- to delete your Personal Information from our records if it is no longer needed for the original purpose; and
- to restrict the processing of your Personal Information in certain circumstances.

And you may also:

- object to us processing your Personal Information – in which case we will either agree to stop processing or explain why we're unable to; and
- where we rely on your consent, withdraw that consent at any time.

Please note that the above rights are not absolute and certain exemptions apply to them.

You can also make a complaint to the Information Commissioner ([www.ico.org.uk](http://www.ico.org.uk)) if you feel your Personal Information has been mishandled.

#### **Marketing**

We, along with other members of our Group and Baxi Heating UK Limited may use your information to tell you about any offers, products or services which may be of interest to you. We may contact you by post, telephone, email and/or other electronic messaging services. To change your marketing preference, let us know by emailing [marketingpreferences@domesticandgeneral.com](mailto:marketingpreferences@domesticandgeneral.com) or by writing to us using the contact details provided below. For Baxi Heating UK Limited marketing you'll need to contact them directly using their contact details that you'll normally find in their privacy notice.

#### **Contact Details**

If you need to contact us about your information or your information rights, or to see a copy of our Model Clauses, please write to: Freepost Plus RTKS-CLRA-GRYE, Data Protection Officer, Domestic & General, Leicester House, 17 Leicester Street, Bedworth CV12 8JP or [dataprotection@domesticandgeneral.com](mailto:dataprotection@domesticandgeneral.com) and we'll be happy to help you.

#### **Exclusion of third party rights**

This plan is only for your benefit. No rights or benefits will be given to any other third party under the plan.

#### **Governing law and statutory rights**

We will communicate with you in English and English Law will apply unless we agree otherwise with you. Nothing in the conditions will reduce or affect your statutory rights; for further information about your statutory rights contact the Citizens Advice Bureau: [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or 0345 404 0506.

## Access and support

We offer a number of services for customers who have disabilities including providing our documents in Braille, large print or audio formats. We may also make accommodations to the way we provide our services on a case by case basis. For further information please contact us (see 'Customer services details' above).

### Company information

This service plan is provided by Domestic & General Services Limited. Registered in England. Company No. 1970780.  
Registered office: Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS.

#### THE DIRECT DEBIT GUARANTEE

- This Guarantee is offered by all banks and building societies that accept Instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Domestic & General Services Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Domestic & General Services Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit, by Domestic & General Services Limited or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society - if you receive a refund you are not entitled to, you must pay it back when Domestic & General Services Limited asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

