

## PAY-ON-USE BOILER INSPECTION TERMS AND CONDITIONS

### Definitions

**assessment:** an assessment of your heating equipment to set out what is required to make it repairable or, if that is not possible, the status of your heating equipment. For example, stating if no parts are available or it is unsafe to work on.

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

**contract:** this contract for the provision of the inspection of your heating equipment and for one of the following: a simple repair, a repair quotation or an assessment, depending on the result of the inspection.

**contract fee:** the fee payable upfront by you to us for this contract.

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

**heating equipment:** the boiler and its controls.

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

**inspection:** an inspection of your broken heating equipment to determine what is wrong with it and whether it is repairable. repair quotation: a quotation for further repair work required to repair your heating equipment.

**simple repair:** a repair to your heating equipment that can be completed within the first hour after arrival at your home and where no parts are required.

**we/us/our:** Domestic & General Services Limited, the provider of the contract, 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 taking out the contract.

### What does this contract provide?

Under this contract we will arrange for an approved service technician to attend your home for an onsite visit to carry out an inspection of your heating equipment to determine whether it is repairable. The onsite visit will take place on a date agreed with you. We will provide up to one hour of labour (which will cover the time taken for the inspection and one of the following: (i) a simple repair, (ii) a repair quotation, (iii) or an assessment, each as defined above).

Where your heating equipment is repairable and the repair can be completed within the first hour and no parts are required, the service technician will go ahead and complete a simple repair. Where your heating equipment is repairable but the repair would take longer than an hour or would require parts, the service technician will provide a repair quotation.

Where your heating equipment is not repairable, the service technician will give you an assessment.

The provision of the inspection and giving you one of the following: (i) a simple repair, (ii) a repair quotation or (iii) an assessment of your heating equipment will fulfil and complete the contract with you, even if these take less than an hour to carry out. In these situations you will not be entitled to a refund. You will be charged the contract fee.

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

### Additional work outside of the contract

If the service technician has provided you with a quotation for the repair of your heating equipment it is up to you whether or not you want to go ahead with this. If you decide to go ahead with the repair, you will need to pay the service technician directly for the labour and any parts required to complete the repair. This work will not form

part of this contract. The service technician will be acting in their own capacity when they provide this repair. Your contract for this repair will be with them directly and they will not be acting as our agent.

For the avoidance of doubt, if you decide against going ahead with the repair, you will not receive a refund under this contract as we would have fulfilled and completed its terms. You will only be charged the contract fee.

### Conditions of the contract

You must be 18 years old or over and resident in the United Kingdom.

All information you give must be true, factual and not misleading.

You must pay us the contract fee before we book the onsite visit for you.

You must ensure someone is home for the onsite visit. If our service technician is not able to carry out the onsite visit because no one is home, you will not be given a refund.

You must ensure that parking is available within 100 yards of your home for the onsite visit. This means for example providing parking permits if there are restrictions to on-street parking or providing a dedicated parking spot.

### Conditions relating to the heating equipment

Your heating equipment must be under 15 years old and located in the United Kingdom.

Your heating equipment must have been installed and used in accordance with the manufacturer's instructions.

Your heating equipment must be accessible and 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. For example, where there is a pest infestation or if hazardous material (e.g. asbestos) is present.

Your heating equipment cannot be:

- a warm air unit; electric, hydrogen or oil boiler or combined heat power unit;
- a commercial or industrial grade boiler/controls, such as one with more than 70 kilowatts per hour, or 238,850 BTU output; or
- located on a boat or in a mobile home.

### Safety message

If our service technician finds 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.

If you smell gas or are worried about gas safety, you can call the National Gas Emergency Service free on 0800 111 999 at any time, day or night.

### General exclusions

Under this contract, we will not pay for the following:

- Any costs for parts required to repair your heating equipment or for labour costs beyond the first hour of the onsite visit (i.e. anything more than a simple repair).
- Costs for damage to your premises or any other property or possessions, unless it is our fault.
- Any liability for subsequent faults in your heating equipment (including costs to repair or replace parts), unless arising from our negligence.

### Cancellation rights

#### Your right to cancel the contract

You will receive a full refund if you cancel the contract within the fourteen (14) day period from receipt of your documentation or from the purchase date, whichever is later (the cooling off period). However, if you have requested for the onsite visit for the inspection

to take place during the cooling off period, then your right to cancel the contract and receive a refund will end early when the service technician arrives at your property.

If you wish to cancel your contract, please contact us on 0800 497 0707 (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.

#### **Our right to cancel the contract**

We may immediately cancel this contract where there is a valid reason for doing so. Valid reasons include but are not limited to the following:

- where you fail to comply with the conditions (see 'Conditions' above);
- where you fail to pay for the contract;
- where you have used threatening or abusive behaviour or language towards our staff or suppliers; or
- where our service technician is unable to gain access to the appliance.

If the onsite visit has not been carried out or attempted, you will receive a full refund. If the service technician has already arrived at your property no refund will be due. However, we will give a refund if it turns out that your heating equipment is not eligible.

#### **Customer services details**

For customer services: call 0800 497 0707 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 the basic rate per minute plus your phone company's access charge. Calls to 0800 numbers are free. 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)

#### **Data Protection Information**

Domestic & General Services Ltd (for maintenance & support plans and service contracts), Domestic & General Insurance PLC (for insurance policies), and EDF Energy Customers Ltd are the Data Controllers for your information. This is a brief summary of how we're protecting and respecting your privacy in accordance with data protection legislation. For more information go to [domesticandgeneral.com/mydata/edf](http://domesticandgeneral.com/mydata/edf)

#### **How do we use your data?**

We use the data we hold about you in order to provide your appliance protection, handle repair requests, or let you know about information, products or services that interest you, or for analytical or statistical purposes. We also use it to safeguard against fraud and money laundering, and for the rare event of product safety recalls.

#### **Do we share your data?**

Your data is shared across our group companies and with other companies who provide products or services to us, or who perform services on our behalf. We'll also share your data with EDF Energy Customers Ltd.

#### **What happens with international data transfers?**

We may transfer your data to countries (including the US) which may not have data protection laws which provide the same level

of protection as provided in the UK. But don't worry, we have safeguards in place to help ensure that everything is adequately secured and protected.

#### **What are your rights?**

You have the right to ask us to:

- not use your data for marketing purposes
- send you a copy of the personal information we have about you
- delete your data (subject to certain exemptions)
- correct or delete any inaccurate or misleading data
- restrict the processing of your data
- provide a copy of your data to any controller
- lodge a complaint with the local data protection authority

#### **How long do we keep your data?**

We won't keep your information for any longer than is necessary. In most cases that's 10 years (reasonable expectation of average product ownership), or 6 years following the expiry of a contract.

#### **Any other questions?**

Please contact The Group Data Protection Officer, go to [domesticandgeneral.com/mydata/edf](http://domesticandgeneral.com/mydata/edf)

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

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 03454 04 05 06.

#### **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 maintenance and support 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