# **Terms and Conditions**



For equipment which is out-of-guarantee at the time you take out a protection plan.

# DEFINITIONS

The followingwords and phrases always relate to or have the meanings given below:You, Your:The customer.We, Our or Us:Domestic & General Services Ltd.Equipment:The equipment for which you purchase the plan.BTL:Bosch Thermotechnology Ltd.

# YOUR PLAN BENEFITS

You are entitled to contact BTL's UK-based contact centre online at www.worcester-bosch.co.uk or by calling 0330 123 9449 to request help if your BTL boiler or controls are not working.

If your equipment suffers a mechanical or electrical breakdown, outside the supplier's or manufacturer's guarantee period and BTL are not able to resolve the problem over the phone we will then, in our discretion, decide whether to approve a repair, and then pay for the parts and labour cost of repair, or may pay you a contribution up to £1,500, in each case subject to the terms and conditions below.

D: Labour Charges

Under the plan benefits you are protected for the following:

Section A: Boiler as manufactured or supplied by BTL

Section B: Controls as manufactured or supplied by BTL E: Annual Service

Please note care for your equipment will commence 30 days after receipt of your completed application.

# HOW TO ASK FOR A REPAIR

- a. You can request an appointment online at www.worcester-bosch.co.uk/appointment
- b. Alternatively you can call 0330 123 9449 (open 7am-8pm Mon-Fri, 8am-5pm Sat, 9am-12pm Sun and 8am-4.30pm on bank holidays. Calls to 03 numbers cost no more than geographic numbers (01 or 02). Calls to 03 numbers from landlines and mobiles are included in free call packages.
- c. 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.

#### HOW TO ASK FOR A SERVICE

Your plan includes an annual service. Services will generally be carried out between the months of April to September, as in winter repairs take priority over servicing.

You will be sent a letter proposing a service date and you are responsible for contacting BTL to confirm, or rearrange the service as required, within the duration of the plan.

If you do not contact BTL to confirm/rearrange your service date within the duration of the plan, then we reserve the right not to carry out the service.

# **TERMS & CONDITIONS GENERAL**

- a. In winter, repairs take priority over annual services.
- b. The Boiler and Controls must be as manufactured or supplied by BTL.
- c. If a repair is approved we will only pay up to £1,500 in the period of the plan.
- d. If a repair is approved, but we decide we are unable to carry out the repair then we may pay you BTL's estimated cost of the repair up to a maximum of £1,500 (including any repairs settled in the period of the plan).
- e. If a repair is approved, but the cost exceeds the cost of the current purchase price of new equipment of the same make with same or similar specification then we may pay you a contribution up to a total of £1,500 (including any repairs settled in the period of the plan).

- f. You are not entitled to a replacement appliance under this plan and we will not be responsible for any installation costs.
- g. If you are paying by Direct Debit any outstanding fee instalments will be deducted from any contribution which might be given.
- h. Repair work authorised by us will be carried out during BTL's normal working hours only, which are typically 8am to 6pm Monday Saturday and Bank Holidays, with no coverage on Sundays or Christmas Day.
- i. Applications for repairs of equipment will only be considered where the equipment is no longer covered by any supplier's, manufacturer's or repairer's guarantee for parts, call-out and labour charges.
- j. You must operate your equipment in line with the manufacturer's instructions and must not modify it.
- k. Your equipment must not have been lost, stolen, misused, neglected, poorly installed subject to malicious damage, damage caused by accidents or damage caused by fire, explosion, floods, lightning, storms, frost or other bad weather conditions, rust, corrosion or water.
- I. Your equipment must not be subject to a current recall programme.
- m. Your equipment must be used in a domestic environment. Equipment used in a non-domestic or commercial environment must be subject to our prior approval in writing.
- n. Your equipment must be repaired and installed within the mainland United Kingdom, unless we agree otherwise in writing.
- You are liable for the cost of repairs if there is no fault found with the equipment, or to the extent it requires routine maintenance, cleaning, servicing (unless your plan includes an annual service), cosmetic repairs (e.g. damage to paintwork, dents or scratches), where there is any problem with the supply of electricity, gas, oil or water, repairs arising either from the clearing of airlocks, or the balancing and venting of radiators, or any costs arising from difficulties in getting to the equipment.
- p. Payment will not be approved for costs arising from being unable to use your equipment or for any other loss or damage not included under your plan benefits which arises from the breakdown of your equipment, including any costs to remove or reinstate built-in or fitted equipment.
- q. If when you require breakdown service, there is any other service agreement or an insurance policy under which you are entitled to claim, we may only pay an appropriate proportion.
- r. You are required to provide telephone contact numbers to help BTL arrange and fulfil your appointment. If BTL cannot attend your property on the agreed date, they will contact you as soon as is reasonably practical to arrange an alternative date. If a required spare part is unavailable, BTL will arrange with you a mutually convenient time to return and complete the work.
- s. BTL's engineers are entitled to work in a smoke free environment. We reserve the right to cancel the appointment and the plan if we have reason to believe that the health and safety of BTL's engineers can not be guaranteed.
- t. If you are unable to provide BTL's engineer with access to the property on the agreed date, you must contact BTL as soon as reasonably practicable and at least by 12 noon on the day before the appointment in order to arrange an alternative date.
- u. Not included under this plan:
  - repairs arising from scale damage to the boiler;
  - repairs arising from damage to the system (defined as radiators, radiator valves, expansion tank, hot water cylinder or above the ground pipe work directly associated with provision of central heating);
  - turning on or lighting up the equipment and adjusting switches and controls except following an approved repair under this plan;
  - any part not defined in these Terms and Conditions, for example energy management systems, convector heaters, kick space heaters, shower pumps, or immersion heaters or solar panels together with their associated pipework and controls;
  - any water pressure adjustments on sealed systems, except those connected with a repair approved under this plan;
  - fuel lines to the boiler and the flue systems from the boiler; plugs or cables;
  - repairs arising from sludge or blockages;
  - unvented pressurised cylinders;
  - boilers which exceed 200,000 BTU/HR 58.6KW input;
  - repairs arising from convector heaters or from towel heaters/rails;

- the cost of replacing your equipment;
- any upgrading/improvement work required as a result of legislation (Health & Safety or otherwise) or to meet current standards;
- replacement of consumer durables (e.g. batteries, filters, fuses, oil nozzles and ignitors), other than internal fuel lines when replaced as part of an annual service;
- boilers installed on boats, including house boats;
- the issuance of Gas Safety Certificates (CP12s);
- bleeding of oil supply pipelines;
- self maintenance tasks such as, re-pressurising and resetting of the boiler, bleeding excess system pressure and thawing frozen condensate pipes/water (for guidance on carrying out self maintenance tasks please visit BTL's website at www.worcester-bosch.co.uk/faq or alternatively please call 0330 123 3366).

# YOUR RIGHT TO CHANGE YOUR MIND/CANCELLATIONS

#### Your right to change your mind:

You may cancel the plan at any time before the end of your manufacturer's (parts and labour) guarantee period or until 14 days after you receive your plan document (whichever is later) and receive a full refund, unless your equipment has already been replaced or written-off. If you have already received a repair we reserve the right to charge a £10 administrative fee.

#### cancellation:

- 1) You may cancel the plan at any time after the "right to change your mind" period outlined above, and we will refund a proportion of your plan fee relating to the remaining full months outstanding, unless your equipment has already been repaired, replaced or written-off, in which case no refund will be due.
- 2) If you pay for your plan by Direct Debit instalments, we will only refund any payments that you have made for the unexpired period of your plan.
- 3) If we have provided you with replacement equipment or a write-off settlement at any point during the period of your plan then your plan will end and no refund will be due.
- To cancel your plan, please call us on 0844 481 0486. You can also cancel by clicking on 'contact us' at www.domesticandgeneral.com, or by writing to Domestic & General Services Limited, Leicester House, 17 Leicester Street, Bedworth, Warwickshire, CV12 8JP.
- 5) The plan can be cancelled by us by giving you 14 days' notice in writing to your last known address. A refund of the amount paid for the remaining full months of the plan will be given.
- 6) If you cancel the plan, and you are paying by Direct Debit, please tell your bank to cancel the Direct Debit instruction.

#### HOW TO CONTACT US OR COMPLAIN

- Call the Customer Service Department on 0844 481 0486, open 24-hours a day;
- Write to the Customer Care Manager at Domestic & General Services Limited, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP;
- E-mail us by clicking on 'contact us' on our website (www.domesticandgeneral.com).

If you are not satisfied with any of the services we provide or the way in which we have exercised our discretion you can ask for your case to be reviewed by Domestic & General and a final decision will be made on behalf of the Managing Director.

#### **TELEPHONING DOMESTIC & GENERAL**

Your telephone calls may be recorded to monitor and improve the quality of the service provided.

#### DATA PROTECTION

Your details will be held and used by Domestic & General Services Limited, Domestic & General Insurance PLC, and selected companies acting on our behalf to administer your plan. We may pass your data to any relevant regulator or dispute resolution provider. We may also use your data for training and testing purposes. If you have

given us permission, your details may also be used by us or third parties for other marketing purposes. We may disclose your information to our service providers and agents for these purposes. We and the third parties (if applicable) may contact you by mail, telephone or email. If you no longer want your data to be used by third parties or by us for marketing purposes and you have not already notified us please write to the Data Protection Officer at: Domestic & General, Freepost CV2560, Bedworth, Warwickshire, CV12 8BR. To help keep your details accurate we may use information we receive from our partners. You can ask us for a copy of your details (for a small fee) and to correct any inaccuracies.

# **EXCLUSION OF THIRD PARTY RIGHTS**

This plan is for the benefit of the plan holder only and any permitted transferee at our discretion and no rights or benefits will be given to any other third party under the plan. The provisions of the Contracts (Rights of Third Parties) Act 1999 will not apply.

# **GOVERNING LAW AND STATUTORY RIGHTS**

We will communicate in English and English Law will apply unless we have agreed otherwise with you. Nothing in these conditions will reduce or affect your statutory rights; for further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.

#### TRANSFERRING YOUR PLAN

With our permission you can transfer your plan to a new owner of the equipment by giving us written details of the new owner. Your plan cannot be transferred to any other equipment.

# **RENEWING YOUR PLAN**

At the end of your plan, we will write to you about renewing.

- If you pay by Direct Debit, your renewal notice will show the amount we will automatically collect, unless you inform us otherwise.
- If you pay by any other means, your renewal notice will show the amount to pay. You will need to make payment for the plan to continue.

We reserve the right not to offer you a renewal on your plan.

#### **CUSTOMERS WITH DISABILITIES**

We offer a number of services for customers who have disabilities. In particular we can provide this document in Braille, large print or audio formats. For further information please telephone us on 08444 810 486.



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