

HeatGuard Terms and Conditions



Significant features and benefits explained

The following are definitions of the different types of benefits available to you.

Boiler

The cost of repair following a mechanical or electrical fault to parts fitted within the boiler casing which stops the equipment working properly.

Controls

The cost of repair following a mechanical or electrical fault to the time control, water circulating pump, motorised valve(s), room thermostat or cylinder thermostat which stops the equipment working properly.

Labour Charges

Normal working hours labour charges directly connected with the repair or replacement of the failed components of the central heating installation as detailed on your schedule.

Scale Damage to the Boiler

The cost of repair to the boiler caused by scale in your Boiler.

System (Silver Plus and Platinum Protection only)

The cost of repair to the radiators, radiator valves, expansion tank, hot water cylinder or above the ground pipework directly associated with provision of central heating, excluding any taps and their direct supply.

Annual Service (Gold and Platinum Protection only)

The labour costs involved in carrying out an annual service (in winter repairs take priority over servicing).

1. What we will pay

If your equipment breaks down we will authorise repairs to it and pay for the costs of parts, labour and VAT up to a total maximum of £1500 in the period of protection, subject to the full terms, conditions and exclusions of your plan unless:

- a) we cannot repair it or we cannot obtain the spare part(s) to repair it. If we cannot repair it we will pay you our repairer's estimated cost of the repair if it had been possible to carry it out, up to a maximum total of £1500 (including any paid claims in the current period of protection), or we will refund the fee for the current period of protection, whichever is higher.
- b) the cost of the repair exceeds the cost of the current purchase price of new equipment of the same or similar make or specification (the current purchase price is the lowest price reasonably available). If this happens, we will pay a contribution up to a total of £1500 (including any paid claims in the current period of protection).

For each case - a) and b), the most we will pay in any one period of protection is £1500. We will deduct the value of any previous claims in the current period of protection from our contribution. £1500 is your maximum entitlement, in most cases under a) or b), the calculated contribution will be below this amount.

You are not entitled to a replacement appliance under this plan and we will not be responsible for any installation costs.

If you are paying by Direct Debit, any outstanding fee instalments will be deducted from contribution.

2. What is not provided by your plan

- a) Costs covered by any manufacturer's, supplier's, installer's or repairer's guarantee or warranty.
- b) The equipment being recalled by the manufacturer.
- c) Claims arising from using your equipment in a non-domestic or commercial environment unless we agree to the use in writing beforehand.
- d) Damage caused accidentally, theft, attempted theft, malicious damage or damage caused by fire or explosion.
- e) Claims arising from floods, lightning, storms, frost or other bad weather conditions.
- f) Costs if no fault is found with your equipment.
- g) Routine maintenance, cleaning and servicing, unless otherwise specified in writing.
- h) Labour charges for work outside the repairer's normal working hours.
- i) The cost of replacing any item or accessory that is intended to be replaceable. These include: fuses, batteries, filters, oil nozzles or ignitors.
- j) Modifications or servicing which is not in line with the manufacturer's instructions.
- k) Turning on or lighting up the equipment and adjusting the switches and controls, except following a repair protected by the plan.
- l) Any part not shown in 'Significant features and benefits explained' above, for example energy management systems or immersion heaters.
- m) Clearing airlocks and partially or fully blocked pipes, balancing and venting radiators, or work caused by equipment which is not installed correctly.
- n) Costs arising from not following the manufacturer's instructions.
- o) Claims arising from any problem with the supply of electricity, gas, oil or water.
- p) Loss or damage caused by your equipment not working.
- q) Cosmetic damage such as damage to paintwork or dents or scratches to the equipment.
- r) Costs arising from difficulties in getting to the equipment. This includes: pipework under floor boards or pipework contained in the fabric of the building.
- s) Any water pressure adjustments on sealed systems, except those connected with a repair which is protected by the plan.
- t) Fuel lines to the boiler and the flue systems from the boiler.
- u) Plugs or cables.
- v) Claims arising from sludge/blockages.
- w) Hot water cylinders that hold more than 40 gallons or 182 litres.
- x) Unvented pressurised cylinders.
- y) Boilers exceeding 200,000 BTU/HR 58.6KW input.
- z) Any repair costs over £1500 in any one year (from the date your plan commences or renews).
- aa) Claims arising on any equipment which is not working in accordance with the manufacturer's specification when you applied for the plan.

- ab) Claims arising from convector heaters or towel heaters/rails.
- ac) Claims arising from scale damage to the system.
- ad) Any upgrading/improvement work required as a result of legislation (Health & Safety or otherwise) or to meet current standards.

3. How to claim

You can find details of how to arrange your repair in section 7 of your plan document. If you need to contact us before this arrives, call us on 08702 426 748.

You must use our approved repairer who will normally send the repair bill to us so that you have no repair bill to pay. In the unlikely event that we advise you to pay the repairer yourself, we will tell you how to claim.

4. How to contact us or complain

- Call our Customer Service Department on 0870 6000 659.
- Write to the Customer Care Manager at Domestic & General Services Ltd, Leicester House, 17 Leicester Street, Bedworth, Warwickshire, CV12 8JP.
- Email us at web.support@domgen.com or by clicking on 'contact us' at www.domgen.com.

We want you to contact us so that we know what you think of us and the services we provide. We hope that you are satisfied with our response to your enquiry. If you are not satisfied, you can ask for your case to be reviewed by us and a final decision made on behalf of the Managing Director.

If you are still not satisfied we will agree to seek to resolve our differences with the assistance of the ADR Group, an independent dispute resolution provider.

Their address is:

Grove House
Grove Road
Redland
Bristol BS6 6UN

5. Your right to change your mind / cancellations

- You may cancel the plan at any time during the 14 day period after receiving your plan document. If you have already claimed for a repair you may be charged a £10 administrative fee. No refund will be due if you have already claimed and this results in a replacement appliance or write off settlement.
- You may cancel the plan at any time after the initial 14 day cancellation period by giving 14 days' notice in writing, and the following will apply:
 - a) If you cancel the plan during your manufacturer's guarantee period, and you have not made any claims under this plan, we will give you a full refund;
 - b) If you cancel the plan after the manufacturer's guarantee period has run out, and you have not made a claim, we will refund the part of the monies you have paid relating to the remaining full months of protection;
 - c) If you cancel the plan and you have made any claim, then no refund will be paid;
- If your appliance is beyond economical repair, and we have met our obligations to you under the plan to provide you with a replacement appliance or monetary settlement, no fees will be refunded and your plan will end.

You can request a cancellation, by calling us on 08702 426 747, by emailing us at web.support@domgen.com or by writing to Domestic & General's Customer Service Manager, Domestic & General Services Ltd, Leicester House, 17 Leicester Street, Bedworth, Warwickshire, CV12 8JP.

We can cancel your plan 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 protection will be given.

6. Renewing your contract

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

- If you pay by direct debit, we will send you a renewal notice showing the amount we will automatically collect, unless you inform us otherwise.
- If you pay by any other means, you will receive a renewal notice showing the amount to pay. You will need to return this with payment for protection to continue.

7. Governing law and your statutory rights

Purchasing this plan does not affect your statutory rights. This plan is governed by English Law unless we have agreed otherwise with you.

8. Rights of third parties

This plan is for the benefit of the plan holder only and any permitted transferee 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.

9. Transferring your plan

You can transfer your plan to a new owner of the equipment as long as you give us written details of the new owner. Your plan cannot be transferred to any other equipment.

10. Phoning us

We may record your phone calls with our representatives to monitor and improve the quality of the service we provide.

11. Other plans or insurance

If, when you require breakdown protection, there is any other service agreement or an insurance policy under which you are entitled to claim, we will only pay an appropriate proportion.

12. Statement of Price

Your plan fee will include all costs of purchase such as premiums and taxes at the applicable rate.

OTHER IMPORTANT PRE-CONTRACT INFORMATION

Additional Information

Your Repair Protection Plan is provided by Domestic & General Services Limited (Registered Number 1970780) part of Domestic & General Group PLC and our registered office is at Swan Court, Mansel Road, Wimbledon, SW19 4AA. The agreement does not affect your statutory rights.

Important Data Protection Information

If you provide us with information about another person, you confirm that they have appointed you to act for them, to consent to the processing of their personal data including sensitive personal data and that you have informed them of our identity and the purposes (as set out in the Important Data Protection Information displayed when you register your appliance) for which their personal data will be processed.

You are entitled to ask for a copy of the information we hold about you (for which we may charge a small fee) and to have any inaccuracies in your information corrected.

For quality control and training purposes, we may monitor or record your communications with us.

If your personal details change, if you change your mind about any of your marketing preferences or if you have any queries about how we use your information, please let us know by contacting our Mailing Exclusion Team, Domestic & General, Leicester House, 17 Leicester Street, Bedworth, Nuneaton, Warwickshire, CV12 8JP.



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