



# Domestic Appliance Care

## TERMS AND CONDITIONS

Company Number: 09769812; Registered Address: 15 St Catherine's Road, Bournemouth, BH6 4AE



Domestic Appliance Care

# PLAN TERMS AND CONDITIONS

PLAN TYPE	WHAT'S PROTECTED
Basic	Boiler and the boiler's controls.
Standard	Boiler, the boiler's controls and the system.
Premium	Boiler, the boiler's controls and the system. The plan also includes an annual boiler service.
Gold	Boiler, If we are unable to repair your boiler we will give you a cash contribution of up to £750 to contribute towards a replacement. This also includes a CP12 gas certificate to be issued once the service has been completed. The plan also includes an annual boiler service.
Platinum	Boiler, If we are unable to repair your boiler we will give you a cash contribution of up to £1000 to contribute towards a replacement. This also includes a CP12 gas certificate to be issued once the service has been completed. The plan also includes an annual boiler service.

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 (please note, we cannot look after unvented pressurised cylinders, their feeds, outlets of controls – these cylinders are ones where water is taken directly from the mains supply, 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 Appliance Care, the plan provider.  
**You/your:** the person named on your certificate. Your certificate: the personalised section of your plan documentation, sent to you once you have taken out a plan or at renewal.

### ELIGIBILITY

You must be at least 18 years old and resident in the United Kingdom. Your product must be in good working order when this plan starts. Your boiler must not be a commercial or industrial grade boiler, such as one with more than 200,000 BTU/HR 58.6K input and/or output. It cannot be located on a boat or in a mobile home.

### CONTRACT OF SERVICES

This plan is not categorised as an insurance product and therefore insurance regulations do not apply. This plan is a contract of services and is governed by UK laws and regulations concerning service contracts.

### CONDITIONS

The following conditions apply to this plan:

- You must provide us with any information that we request when you apply for the plan. All information you give must not be false, exaggerated, or misleading;
- Your product must have been installed, maintained, and used in accordance with the manufacturer's instructions;
  - Your product must be owned by you and kept only for domestic use;
- Your product must be used in a private home, solely occupied by a single household (at the address you gave to us). It cannot be located on a boat or in a mobile home; and
- Your product must be easily accessible and meet all relevant safety standards and be safe to work on.

### YOUR OBLIGATIONS UNDER THIS PLAN

You must arrange any work required to make your product accessible and compliant with all relevant safety standards and safe to work on, e.g. you will be responsible for carrying out work required to fix a gas leak.

Where you have requested services from us, you must also notify us if such work is required, let us know when it has been completed, and provide us with the relevant certification (if applicable).

It is important that you read these terms and conditions. These, together with any changes we notify you about (at renewal or otherwise), form your agreement with us. We intend to rely on the terms and conditions set out in this document.

### DEFINITION

**Controls:** the time control, central heating water circulating pump, motorised valve(s), room thermostat, and the cylinder thermostat.

**Plan:** this contract of services.

**Product:** the boiler protected by this plan, as shown on your certificate (this only includes the parts inside the boiler casing; it does not include the flue). Your product can also include your boiler's controls and the system, depending on the plan option you choose.

**System:** the radiators, radiator valves, expansion tank, the above-ground, visible pipework directly

We won't provide our services until you have fulfilled these obligations. If you do not comply with the conditions and the eligibility requirements above or do not fulfill your obligations above, we will end your plan.

### WHAT THE PLAN INCLUDES BREAKDOWN

If your product suffers a mechanical or electrical breakdown after the end of the manufacturer's parts and labour guarantee period, our customer services team will try to resolve the problem over the telephone. If we are not able to resolve the problem, we will, at our discretion, decide whether to approve a repair. Where a repair is approved, we will then authorise an engineer to carry out your repair, or we may also (at our option) decide to pay a contribution towards the cost of a replacement product, in each case subject to these terms and conditions. Where a repair is approved, we will then authorise an engineer to carry out your repair, or we may also (at our option) decide to pay a contribution towards the cost of a replacement product, in each case subject to these terms and conditions.

### FOR STANDARD & PRIME PLANS ONLY: ANNUAL SERVICE:

Your plan includes a check of your boiler carried out to statutory requirements and in accordance with the manufacturer's recommendations (an annual service). It will be carried out in the first 3 months that follow your plan renewal/end date. Arrange it by calling 0800 007 3733 for your local authorised engineer.

### HOW TO REQUEST A REPAIR

To request a repair please contact us as soon as possible by calling 0800 007 3733.

### LIMITS OF THE PLAN

There is no limit to the number of repairs you can request, unless your plan ends, for example, following the write-off of your product (see 'What happens if your product is written-off?' below). If we approve a repair or a replacement (or a contribution towards a replacement), the plan limit is the most we'll pay in total for repairs and/or towards a replacement for the product. See the table below for plan limits.

PLAN TYPE	ANNUAL LIMIT	PER REPAIR LIMIT
Basic	£500	£350
Standard	£500	£300
Prime	£500	£500
Gold	£750	£750
Platinum	£1,500	£1,000

### REPAIRS INFORMATION

### INFORMATION WE MAY REQUIRE

You must give us all the information we need to verify your repair request.

### IMPORTANT INFORMATION ABOUT REPAIRS

Only engineers approved by us are authorised to carry out repairs under this plan unless we agree otherwise in advance. Repairs will be carried out within the repairer's normal working hours (which are at least 9am to 5pm, Monday to Friday) on a date agreed with you. Please have your plan documentation to hand when the repairer arrives. If your product breaks down, you must take reasonable steps to limit damage, e.g. stop using it if this is likely to cause further damage.

If we approve a repair but are unable to find an approved engineer, we'll permit you to use your chosen repairer. 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 repairer and the proposed repair is estimated to cost more than the repair limit, then you must ring the repair line on 0800 007 3733 for an authority.

### REPAIRS AND WRITE-OFFS

- If a repair is approved on your product, but:
  - We cannot repair it;
  - We cannot obtain the spare parts to repair it;
  - The repair cost would exceed the cost of the current purchase price of a new product; or
  - repairing it would exceed the plan limit (see 'Limits of the plan' above), then we will give you vouchers or cash instead.
- The vouchers/cash will be for the lesser of either:
  - Our repairer's estimated cost of the repair (this will often be the manufacturer's fixed price repair charge); or
  - The balance of the plan limit (taking into account the cost of any repairs already provided during the current term of the plan).
- All vouchers will be redeemable from a retailer of our choice and will be valid for 12 months from the date of issue. Voucher settlements will be sent to the last address you gave us. If vouchers are not available we may provide a cash equivalent.
- Under this plan you will not receive a replacement boiler and we will therefore not be responsible for any installation or delivery costs.

### WHAT HAPPENS IF YOUR PRODUCT IS WRITTEN OFF?

If we decide to write off your product and to give you vouchers towards its replacement, your plan will end immediately and any unpaid fee for the current plan period will become due. No fee paid will be refunded. For voucher settlements, we will deduct any fee outstanding for the duration of your plan from the voucher settlement.

### WHAT HAPPENS IF WE DECIDE NOT TO APPROVE A REPAIR REQUEST?

If we decide not to approve a repair request which would otherwise fall within the terms of your plan, we will inform you. All fee payments you have made in the current period of your plan will be refunded and your plan will end immediately. No further amounts will be payable. We'll confirm this in writing to the last address you gave us.

## GENERAL EXCLUSIONS

Unless they are listed under the 'Special conditions' section or the 'What this plan includes' section, the following are excluded from the plan, and we will not pay for repairs which relate to:

- Any fault or damage that occurs in the first 45 days of the plan start date.
- Damage during delivery, installation, or transportation of the product by a third party who is not our agent.
- Any breakdown cost already covered by any manufacturer's, supplier's, or repairer's guarantee or warranty on a product.
- Replacement or recall of the product (or any part) by a supplier or the manufacturer.
- Modifying or making a product comply with legislation, work on the product that is only required due to legislation changes or making it safely accessible.
- Your failure to follow the manufacturer's instructions.
- Any problem with the supply of electricity (unless you are protected against food spoilage), gas, water, broadband or broadcast content.
- Routine maintenance, cleaning, servicing and re-gassing.
- Repairs carried out outside of your country of residence.
- Costs or loss arising from not being able to use your product, or incidental costs caused by breakdown or repair (e.g. costs to remove or reinstall built-in or fitted equipment).
- Damage to any other property or possessions, unless it is our fault.
- Cosmetic damage such as damage to paintwork, dents or scratches.
- Any loss, damage, or impairment to functionality caused by: theft, attempted theft, neglect, deliberate damage or damage caused by animals, plants, or trees.
- 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, maintenance work, or use of spare parts, were not approved by us.
- Damage to ceramic or glass surfaces (unless caused by an accident protected by the plan).
- Commercial or business use including use by charities, not-for-profit organisations, local government or other such similar organisations (unless we agree to the use in writing beforehand).
- Fraud or attempted fraud, or where the condition of the product is not consistent with the request you made.

- The cost of replacing any accessories including: external fuses, batteries, rechargeable batteries, power cells, light-bulbs.
- Damage caused by or arising from, accident.

## SPECIAL EXCLUSIONS

In addition to the 'General exclusions' above, the following are excluded from the plan, and we will not pay for repairs which relate to:

- Any work arising from hard water scale deposits in the system.
- Sludge or blockages (including Power Flushing).
- Normal operation or adjustment of the product controls (except following an approved repair under this plan), any water pressure adjustments on sealed systems (except those connected with a repair approved under this plan), the clearing of airlocks, or the balancing and venting of radiators.
- Work on anything not part of the product, for example, warm air units, electrical boiler or combined heat power units, below ground or non-visible pipework, energy management systems, unvented pressurised cylinders, convector heaters, kick space heaters, 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 1 inch or 2.5cm in diameter).
- Work where the removal or disturbance of hazardous material (e.g. asbestos) is required.
- The replacement of oil nozzles and igniters.
- Issuing a CP12 (gas safety certificate).
- Arrangement of your product replacement.

## RENEWAL OF YOUR PLAN

At the end of your protection 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 protection plan to continue.

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

## YOUR RIGHT TO CHANGE YOUR MIND:

You may cancel the plan in the first 21 days and receive a full refund, unless your equipment has already been repaired, or replaced.

## HOW TO CANCEL

- Call the Customer Service Department on 0800 007 3733.
- You can also cancel by writing to us at the address specified in the 'HOW TO CONTACT

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. 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 YOUR PLAN

We reserve the right to cancel your plan by giving you fourteen (14) days' notice. If we cancel your plan you will receive a pro-rata refund of the fee paid for the remaining unexpired days of your plan.

## HOW TO CONTACT US OR COMPLAIN

- Call the Customer Service Department on 0800 007 3733;
- Write to the Customer Care Manager Domestic Appliance Care, 15 St Catherines Road, Bournemouth BH6 4AE;
- E-mail us by using our contact form on our website: [www.domesticappliancecare.com](http://www.domesticappliancecare.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 I'm Sure Industries Limited and a final decision will be made on behalf of the Chief Executive.

## CHANGES TO THESE TERMS AND CONDITIONS

We will give you thirty (30) days written notice of any change that could have a material effect on your rights or obligations. 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 period of your plan.

## DATA PROTECTION

Your details will be held and used by Domestic Appliance Care, and selected companies acting on our behalf to administer your plan. We may pass your data to any relevant regulator or dispute resolution provider. To improve our service we may monitor or record our telephone communications with you.

If you have given us permission, your details may also be used by us or third parties for 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 Appliance Care, 15 St Catherines Road, Bournemouth, BH6 4AE.

## 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.

When you buy electrical equipment you will have various statutory rights that apply to the purchase. These include the right to claim for a repair or replacement for up to six years (five in Scotland) if your electrical goods were not of satisfactory quality or fit for their purpose when they were sold to you. However, after the first six months, you will have to prove that the goods had a fault when sold to you and this may involve having to take legal action against the retailer.

In practice, the manufacturer will usually deal with any reliability or quality issues during their guarantee period. Guarantee periods do vary but are usually of one or two years' duration with some manufacturers offering a longer guarantee on parts (but not on labour costs). 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.

- If there are any changes to the amount, date or frequency of your Direct Debit Domestic Appliance Care will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Domestic Appliance Care 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, you are entitled to a full 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 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.
- This Guarantee is offered by all banks and building societies that accept Instructions to pay Direct Debits.



This plan is provided by Domestic Appliance Care which is a trading style of Bonington Mallory Limited; Company Number: 09769812; Registered Address: 15 St Catherine's Road, Bournemouth, BH6 4AE