

# HeatingCare

## Terms and conditions

COMPLETE

0800 Repair Complete Cover, is a product designed to meet the demands and needs of householders who want protection in place in the event of various problems with their central heating system. Our HeatingCare product is administrated by Pacifica Home Services Ltd.

### Complete Breakdown Cover

- Repairs in the event of breakdown of a single gas boiler and controls and wet (using water) or warm-air gas central heating system in your Home. Warm air vents are covered for wam air units only.
- Parts and labour. There is no age limit on your boiler and it does not matter who installed it, as long as all the essential working parts are available.
- Annual Service or Landlord Gas Safety Check of your boiler and system (except electric boilers and parts of the system that aren't easy to get to).
- All necessary PowerFlush work after your initial PowerFlush (which we charge you for).
- The Exclusions below and the General Conditions and Exclusions apply
- First Service of your boiler and system (except electric boilers and parts of the system that aren't easy to get to). Your boiler and system must pass the First Service. Please see the First Service section of General Conditions and Exclusions for more details

### Complete exclusions

1. Removing sludge or hard-water scale from the boiler or system (see the PowerFlush section under 'General Conditions and Exclusions').
2. Replacing your boiler, except Under circumstances specifically stated in your agreement.
3. Repairing or replacing appliance flues that aren't part of your boiler.
4. Repairing or replacing parts of your central heating system and controls that are specifically designed for piped or electric underfloor heating (other than warm-air systems).
5. Any costs over £1,000 (inc. VAT) we would incur to get to your system/appliance in order to make a repair, for example, pipes buried in walls or 'built-in' appliances. We do not include the cost of getting to your appliance where your system is inaccessible due to a design fault.
6. Gledhill Boilermate/Systemate Boilers
7. Items in the General Exclusions section.

## General Conditions and Exclusions for all agreements

### 5.1 Domestic use

0800 Repair HeatingCare agreements are only available for appliances used inside your Home for domestic purposes. If you own a domestic property which you let out, we can offer you a Care or Cover agreement plus a Landlord's Gas Safety Record.

### 5.2 Service coverage

There are a few areas of Great Britain where we do not provide agreements. If this affects you, we will tell you when you apply.

### 5.3 Our responsibilities

We will meet our responsibilities under your agreement(s) within a reasonable time unless it is impossible because of circumstances outside our control.

### 5.4 Boilers

There is no entitlement to a replacement boiler, but as an 0800 Repair customer with a boiler or a central heating agreement, you are entitled to a special offer on installing a boiler if 0800 Repair install it.

### 5.5 First Service

If your agreement includes a First Service, we will inspect your boiler and/or controls and/or your gas central heating system or gas appliance (whichever is included under the agreement) to make sure they are safe and in good working order. Your 0800 Repair service engineer will fill in a service/breakdown checklist to show you what he or she has checked. We will normally carry out this service within 42 days of the beginning of your agreement where possible. However, as we give priority to breakdowns, it can be later if there is a lot of demand for our services especially in colder periods. If the service reveals a problem, we may:

- Tell you what work is needed and what it will cost you for that work to be done;
- Offer you another agreement, which will not include the part(s) of the system causing the problem; or
- Cancel the agreement and refund your money. We will not carry out a First Service if we have already carried out a First or Annual Service at the property (irrespective of change of ownership) within the last 12 months.

### 5.6 Annual Service

This section applies if your agreement includes an Annual Service. We will let you know when it is time to carry out an Annual Service.

We will normally carry out only one First Service or Annual Service at a property (irrespective of change of ownership), in any 12 month period. We will then carry out an Annual Service around the same time each year where possible. This will depend on our workload and your preference for an appointment. As long as we are given access to your Home, we will always make sure we check that your system or appliance is safe. You can also call us at anytime to arrange or rearrange your Annual Service if it is due.

### 5.8 Gaining access to your property and arranging appointments

It is your responsibility to allow us access to your property. If we cannot gain access to your property, we will be unable to carry out the necessary work. If this happens, we will tell you so that you may arrange another appointment. If you do not arrange an appointment or we cannot gain access, your agreement will continue even though we have been unable to carry out the service. If, after several attempts, you have not made an appointment or we still cannot gain access, we may cancel your agreement. We will tell you in writing if this is the case.

### 5.9 PowerFlush

We use our PowerFlush to clean the system to remove sludge and other waste from central heating systems. If we recommend that your system needs cleaning through with PowerFlush we will charge you to undertake this work. Once it is finished, there will be no charge for any future PowerFlush work that may be needed, as long as you keep a continuous agreement at that property. Our engineer will also advise you what other work is needed in order to avoid future problems. We may suggest you correct any design faults that might cause the problem to return, or offer you a different 0800 Repair option. When a repair is needed due to sludge (for example damage to pump, valves or radiators) and we have not already told you that you need to flush and clean your system with PowerFlush or a similar procedure, we will attempt to carry out a repair (excluding the use of PowerFlush) and will do so at no extra cost.

### 5.10 Magnetic filters and scale reducers

We will repair any magnetic filters and scale reducers (if we have installed them) on gas appliances and heating systems included under your agreement. We will also clean the filter on your magnetic filter if necessary, as part of any Annual Service, whether or not we have installed it. Once installed, there will be no charge for any future magnetic filter work that may be needed, as long as you keep a continuous agreement at that property.

### 5.11 Time Choice

We will arrive within the following appointment windows: 8am to 1pm, 10am to 2pm or 12 mid-day to 6pm. Evening Monday to Friday between 5pm-8pm.

- Your agreement for Time Choice will start twenty-four (24) hours after we have processed your application.
- We will meet our guarantee under your Time Choice agreement unless it is impossible for us to do so because of external forces beyond our reasonable control such as fire, accident, war, adverse weather conditions, industrial strikes and lockouts which we are not directly involved in.

### 5.12 Landlord's Safety Records/ Inspections

If you have HeatingCare for Landlords or a product in the HeatingCare range that includes a Gas Safety Record, we will only check and issue a Gas Safety Record for the gas appliances that are included in your agreement. We can inspect for safety or service any other gas and/or electrical appliances not included in your agreement for an extra cost. After the inspections on the gas and/or electrical appliances, we will then send you a Gas Safety Record and/ or electrical installation inspection certificate showing that we have done a safety inspection, which will include details of any faults we have found and repairs needed. If you or we cancel your agreement after we have provided a Gas Safety Record/electrical installation inspection certificate, we will not refund our fee for providing these.

### 5.13 Cancellation Your Cancellation Rights

You must contact us in order to cancel your agreement. You can do this by either writing to us at HeatingCare Membership, Picktree Court, Picktree Lane. Chester-Le-Street. County Durham. DH3 3SY or telephoning 0800 737 247. Cancelling your Direct Debit with your

bank will not cancel your agreement with us.

Your right to cancel your agreement is subject to the following:

- If you cancel by posting a letter or telephoning within 14 days starting from the day after you receive written confirmation of your agreement with us (Cooling-Off Period) you will receive a full refund of any money paid (unless we have carried out a repair, in which case minimum charges will apply. Please read the section below on 'Charges').
- If you cancel the agreement after the Cooling-Off Period, we will give you a refund based on how long is left of any 12-month advance or Direct Debit payments, this is subject to any deduction we may make under 'Charges'.
- Charges – If your agreement is cancelled after the Cooling-Off Period, we may charge you an amount to bring any payments you have made, in the last 12 months, up to the amount set out in the table overleaf. This will depend on the date of cancellation. The 'Charge' covers the costs we have had to pay but which we have not yet reclaimed at the point of cancellation. It includes things such as our costs of carrying out services, dealing with repairs, our organisational costs or the costs of dealing with your agreement with us. For all HeatingCare Customers If you are in the first year of your agreement.

Up to £175 depending on the month of cancellation in relation to your agreement start date.

**Our Cancellation Rights**

We may cancel your agreement in the following circumstances:

- If we give you reasonable notice.
- If you have given false information.
- If you do not make an agreed payment.
- For agreements concerning gas boilers, gas appliances or heating systems, if:
  - we find something wrong at the First Service; or
  - we have advised you that permanent

repairs or improvements are needed to make sure your appliance or system works properly, and you do not follow our advice within a reasonable period. This advice may include replacing your boiler or system. (What constitutes a reasonable period will vary depending on the nature of the issue and the period could be short in the case of, for example, a safety issue.)

- If your appliance or system is not on our approved list or we are not reasonably able to find parts to keep your system or appliance working safely.
- If circumstances arise (including health and safety issues) which make it inappropriate for the contract to continue.
  - If we cancel your agreement, we will:
    - for agreements concerning gas boilers, gas appliances or heating systems give you a full refund if we find anything wrong at a First Service;
    - for agreements concerning gas boilers, gas appliances or heating systems that do not include a First Service, if we cancel because we find your appliance or system is not on our approved list or parts are no longer available to undertake the repair, give you a refund of the amount paid in the current Period of Insurance only or;
  - in all other circumstances in which we cancel your agreement, give you a refund based on how long is left of any 12-month cash, cheque, credit card or debit card payment you have already made, after any applicable minimum payments have been met. Please see Charges section.

If we cancel your agreement because we have told you that permanent repairs or improvements are needed, we may offer you another agreement with us, for example one which will not include the parts causing the problem, or does not include the cost of repairs to your system or boiler. If, after several

attempts, you have not made an appointment or we still cannot gain access, we may cancel your agreement. We will tell you in writing if this is the case.

**5.14 Safety advice**

We may advise you that permanent repairs or improvements are needed to make sure your appliance or system works safely (for example, to comply with gas safety regulations, such as upgrading your ventilation to meet current standards). If you do not follow our advice, it may mean that we are unable to fulfil all of our obligations under your agreement. In this case, your agreement will continue to run unless you tell us you would like to cancel or if we cancel the agreement (see 'Your Cancellation Rights' and 'Our Cancellation Rights').

**5.15 Spare parts**

If our engineer does not carry the spare parts your repair work needs on the day, we will do all we reasonably can to find and install parts from our approved suppliers. We may use other approved parts or parts that have been reconditioned by the original manufacturer.

**5.16 Labour**

One of our engineers will usually carry out the work. In some cases we may authorise a suitably qualified contractor to carry out the work.

**5.17 Approved equipment**

We only undertake work on appliances, energy-management systems and plastic pipes which are on our approved list.

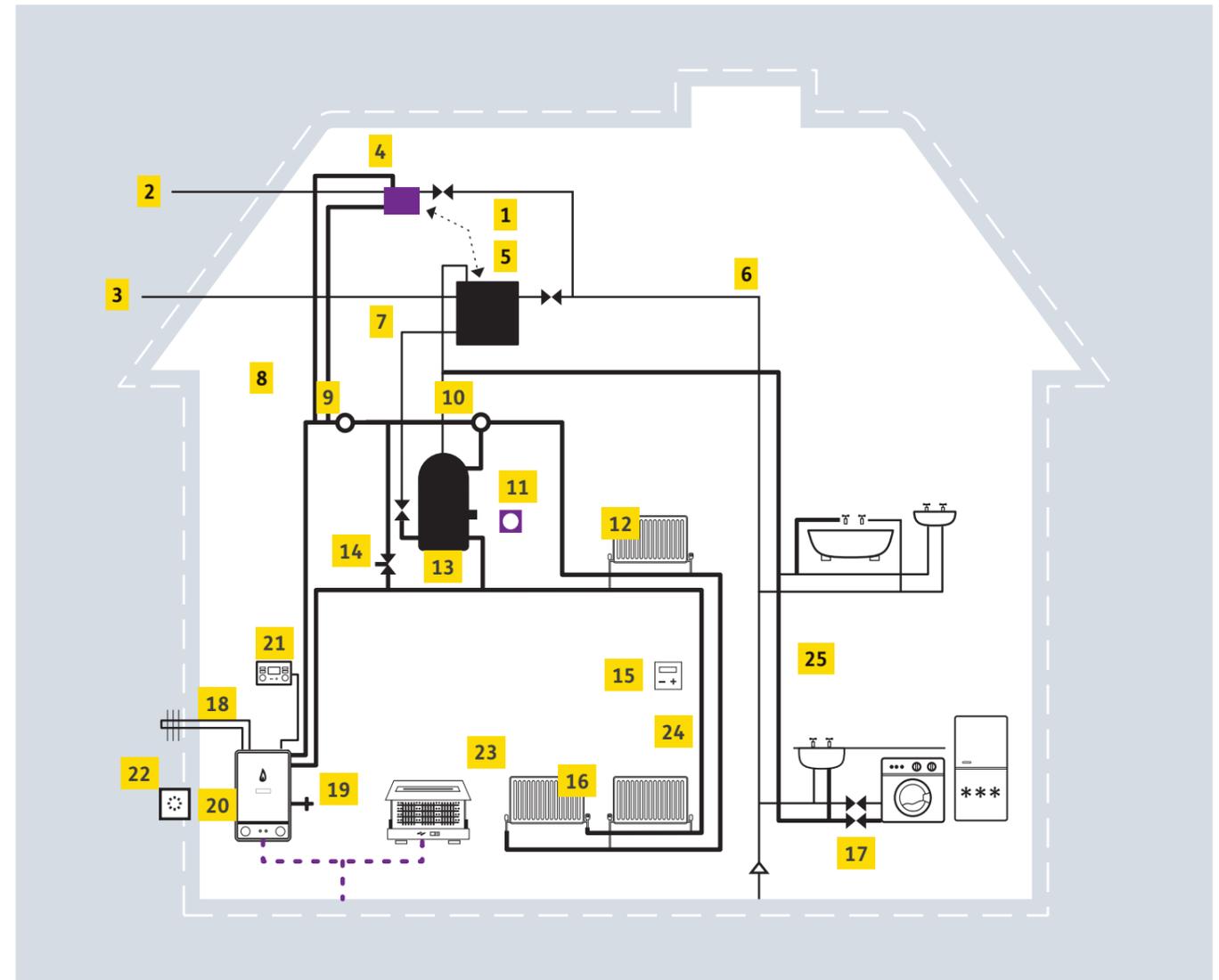
**5.18 Third-party rights**

Nobody other than you will be able to benefit from this agreement, which cannot be passed to someone else without our written consent.

**5.19 Guarantees**

0800 Repair guarantees all parts and labour for 12 months from date of repair. Any guarantees do not affect your legal rights under the Sale of Goods Act 1979 and Supply of Goods and Services Act 1982. You can get advice about your rights from a Citizens Advice Bureau or Trading Standards Department.

**Your Property**



Covered

- |  |  |  |
|--|--|--|
| <ul style="list-style-type: none"> <li>1. Tank ball valves</li> <li>2. Overflow</li> <li>3. Overflow</li> <li>4. Expansion tank</li> <li>5. Cold water supply tank</li> <li>6. Cold Water Supply After Stopcock</li> <li>7. Cold feed</li> <li>8. Open vent</li> </ul> | <ul style="list-style-type: none"> <li>9. Central heating pump</li> <li>10. Motorised zone valve</li> <li>11. Cylinder thermostat</li> <li>12. Radiator valves</li> <li>13. Hot water cylinder</li> <li>14. Bypass valve</li> <li>15. Room thermostat</li> <li>16. Thermostatic radiator valves</li> </ul> | <ul style="list-style-type: none"> <li>17. Isolation valves</li> <li>18. Flue (room sealed)</li> <li>19. Draincock</li> <li>20. Replacement boiler parts</li> <li>21. Programmer</li> <li>22. Frost thermostat</li> <li>23. Radiators</li> <li>24. Central heating pipes</li> <li>25. Hot water pipes</li> </ul> |
|--|--|--|

### 5.20 Appointment times

For your Annual Service 0800 Repair lets you choose the time that suits you, from AM (8am-1pm), PM (12 noon-6pm), or daytime (10am-2pm), Monday to Friday.

### 5.21 Payments

Following your first payment (usually by Direct Debit), payments for your agreement will be due monthly. If you choose to pay by cash, cheque or credit card we may charge you a small administration fee for processing your payment. All of our charges are inclusive of relevant taxes at the prevailing rate.

### 5.22 Moving home

If you are moving home, please notify us as soon as possible about any change of address. Once we receive new address details from you for your new Home we will automatically transfer your agreement to this new address unless you inform us otherwise. We will arrange a First Service for your new Home (please refer to First Service and Annual Service sections above).

### 5.23 Governing law

The terms and conditions for all products and services are written in English and all correspondence entered into shall be in English. Your agreement is governed by the laws of England and Wales.

### 5.24 Design or existing faults

We will not include the cost of repairs needed because of design faults (unless 0800 Repair are responsible), or faults which existed before you entered into your agreement or which we could not identify on our First Service or inspection of that particular system or appliance using reasonable care and skill. For example, pipes buried under concrete floors that have been installed incorrectly or without wrapping or movement protection.

### 5.25 Accidental damage/ third-party damage/ damage from intentional risk taking

Except where accidental damage caused by you is specifically stated as being included under an agreement, the cost of repairs relating to damage caused by you is excluded

from all agreements. Where work is undertaken on your system by a third party, whether or not following our advice, which results in damage to that or another part of your system, the repair of any such damage will be excluded from your agreement.

### 5.26 All other loss and damage

Unless we are responsible for it, we will not include loss or damage to property (including any cleaning needed) or any other type of loss caused by the appliance, boiler or system to which this agreement relates breaking down or being accidentally damaged by you or leaking (for example, damage to furniture caused by water leaks). If access has to be made to your appliance, boiler or system we will fill in any holes and leave the surface level but we will not replace the original surface or construction. Any redecoration or repair of damage that may be needed following our work is your responsibility, unless we have been negligent.

### 5.27 Risks normally insured under household or other insurances

Except and only to the extent specifically stated as being included under a Cover or Care agreement, we will not include the repairing of faults or damage or replacement of appliances/systems caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm. You should check your household insurance to make sure you have enough cover for these risks.

### 5.28 Other Exclusions

We will not include the following:

- Replacing appliances, bathroom fixtures, showers and sanitary ware.
- Improvements including work that is needed to bring your appliance/system up to current standards/legislative requirements.
- Examples of these improvements include replacing parts such as flues or vents that do not meet current standards (these are examples only, not a complete list). You may need to have improvements carried out before we are able to complete other

repairs to your appliance/system.

- Upgrades which you may want to have carried out to improve your appliance/system. Examples of upgrades include replacing working radiators with improved models (these are examples only, not a complete list).
- Replacing or repairing parts that do not affect how the appliance/system works or decorative or specialist parts.
- Resetting controls (for example, thermostats and programmers following changes due to winter or summer).
- Repairing faults or clearing physical blockages (blockages such as rubble, sludge and scale, but not air locks) or repairing damage caused by scale, sludge or other debris if we have told you permanent repairs, improvements or a PowerFlush (or a similar cleaning procedure) are needed to make sure your appliance/system works properly. We will only tell you this if, in our expert opinion, it is necessary.
- Removing asbestos associated with repairing the appliance/system. When you have had any asbestos removed, you must give us a clean-air certificate before we will do any further work at your property. By law, the person who removes the asbestos must give you a clean-air certificate.
- Cash alternatives for service, maintenance or repair.
- Repairing or replacing any lead, steel or central heating iron pipes.
- Replacing Taps or Tap washers.
- The cost of repairing damage or breakdowns caused by changes to, or problems with, the gas, electricity or water services.
- Commencing and/or continuing services where we reasonably consider that there is a Health & Safety risk including: the presence of; hazardous materials; infestations; or harassment of our personnel including verbal or physical abuse. We will not recommence work until the Health & Safety risk has been rectified to our satisfaction.

### 5.29 Using personal information

We or our agents may use information about you to:

- identify you when you contact us so that we know exactly who we are speaking to;
- offer you accounts, services and products from time to time (we may do this using an automatic scoring system, which also uses information about you from other agencies, including credit reference agencies);
- help run, and contact you about improving the way we run, any accounts, services and products we have provided before, provide now or may provide in the future (we may also contact you by email or text message if you have given us these contact details);
- create statistics, test computer systems, analyse customer information and create marketing opportunities.
- help to prevent and detect fraud or loss; and
- contact you in any way (including by post, email, phone, text or multimedia messages or visiting you) about products and services we and our partners offer. We may allow other people and organisations to use information we hold about you:
  - to provide services you have asked for;
  - as part of selling one or more of our businesses;
  - to help to prevent and detect debt, fraud, or loss (for example by giving this information to a credit reference agency). If you do not pay your debt, we may transfer your debt to another organisation and give them details about you and that debt;
  - if we have been asked (for example by Ofgem or a lawyer) to provide information for legal or regulatory purposes;
  - as part of current or future legal action;
  - as part of government data sharing initiatives; or
- if you hold an insurance policy with us, to pass information to an insurer to manage your insurance policy (including underwriting and claims, to help develop new services and to assess financial and insurance risk). From time to time these other people and organisations may be outside the European Economic Area (EEA) in countries that do not have the same standards of protection for personal information as the UK.

We may also let companies in our group (including 0800 Repair, Pacifica Appliance Services Ltd, Oakes Energy Ltd & UK Warranty Ltd) use your information to do any of the things mentioned above. We may use your information to help train our staff. We may also monitor and record any communications we have with you (including phone conversations and emails) to make sure that we are providing a good service and to make sure we are meeting our legal and regulatory duties.

We may pass your address, property and postcode, and details of your gas appliances, flue, hot water cylinder, system controls and electrical installations (including details of any repairs or removals) to organisations that supervise these activities including Capita Gas Registration and Ancillary Services Limited (previously CORGI) and the ECA (Electrical Contractors Association). These organisations may pass this information to local authorities to meet building regulations. They may also use this information to contact you to inspect appliances or systems, recall faulty products and carry out audits, and for health and safety purposes. Where appropriate, we will give you or the property owner (or both) a certificate to show that your appliances and other relevant items/equipment meet building regulations. We will check your details with one or more credit-reference and fraud prevention agencies to help us make decisions about your ability to make payments and the goods and services we can offer you. Below, we have given a brief guide to how we, the credit-reference and fraud prevention agencies will use your information We will search at credit-reference and fraud-prevention agencies for information about you and all the people you are applying with. If you are providing information about other people on a joint application, you must make sure they agree that we can use their information to do this. If you give us false or inaccurate information and fraud is identified, we will pass your details to credit-reference and fraud-prevention agencies. Law-enforcement agencies (such as the Police and HM Revenue & Customs) may receive and use this information.

We and other organisations may also access and use information about you that credit-reference and fraud-prevention agencies give us to, for example:

- check details on applications you make for credit and credit-related services;
- check your identity;
- prevent and detect fraud and money laundering;
- manage credit and credit-related accounts or services;
- recover debt;
- check details on proposals and claims for all types of insurance; and
- check details of employees and people applying for jobs with us.
- When credit-reference agencies receive a search from us, they will record this on your credit file whether your application is successful or not.
- We and other organisations may access and use, from other countries, information recorded by fraud-prevention agencies.
- If you want to see what information credit-reference and fraud-prevention agencies hold about you, you can contact the following agencies currently working in the UK. The information they hold may not be the same, so it is worth contacting them all. They will charge you a small fee.

Experian Consumer Help Service  
PO Box 8000  
Nottingham  
NG80 7WF  
Phone: 0844 481 8000  
Website: [www.experian.co.uk](http://www.experian.co.uk)

If you give us information on behalf of someone else, you confirm you have given them the information set out in this document, and that they have given permission for us to use their personal information in the way we have described in this section. If you give us sensitive information about yourself or other people (such as health details or details of any criminal convictions of members of your household), you agree (and confirm that the person the information is about has agreed) that we can use this information in the way set out in this document.