

# ASHP Annual Service Plan (MASA)

## TERMS AND CONDITIONS

### Definitions

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**ASHP equipment:** the air source heat pump, hydrobox/heat exchanger/decoupler module, and/or unvented hot water cylinder (holding less than 110 gallons or 500 litres), cared for by this **plan**.

**heating equipment:** the **ASHP equipment** and the **system**, cared for by this **plan**.

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

**plan:** this contract of service.

**system:** the controls for the air source heat pump, such as the programmer (time control), controls for the unvented cylinder, circulation pumps (external to the air source heat pump), motorised valve(s), zone valve(s) or diverter valve(s), safety valve, 4 way valve, standard thermostats, the unvented cylinder thermostat, the radiators (excluding decorative or curved ones), radiator valves, by-pass valves, buffer/expansion tanks, electric backup heaters / immersion heaters (if they can be removed without damage to the unvented cylinder), and the above-ground visible pipework directly associated with the provision of central heating (excluding any taps and their direct supply). All controls associated with the **ASHP equipment** must be standard.

**We/us/our:** Domestic & General Services Limited, the provider of the **plan**, 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 named on **your plan** certificate.

### What does this plan provide?

Under this **plan we'll** contact **you** each year when the annual service is due to arrange for an authorised service technician to visit **your** home and perform an annual service on **your heating equipment (your ASHP equipment and the system)**; to ensure that it is working efficiently. **You** can also arrange it each year by calling **0800 001 5201**. The annual service will be carried out to statutory requirements and where available in accordance with the manufacturer's recommendations. The service technician will also offer **you** advice on how to use **your heating equipment**. Subsequent annual services will be carried out on or around the anniversary of the preceding annual service, subject to the availability of service technicians and **your** appointment preferences. **Please note annual service visits will be scheduled between April and September**. Annual services visits will be carried out during the service technicians normal working hours which are Monday – Friday, 9am to 5pm (excluding Bank Holidays).

### What we will pay

**We** will only pay the labour costs involved in carrying out one annual service each year. An annual service is defined as including, but not limited to, the following tasks being undertaken by an authorised service technician:

- Full testing of all **heating equipment** components and functionality;
- Inspecting visible pipework; and
- Completing a glycol top up where **our** service technician believes it is necessary.

If the **heating equipment** fails the annual service, **we** will not be responsible for any costs to bring the **heating equipment** up to the required standards.

**We** will carry out an annual service between April and September, as repairs take priority during winter months.

**We** will only pay for an annual service carried out by **our** authorised service technicians.

**We** will only carry out an annual service to statutory requirements and in accordance with the manufacturer's specifications.

### 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 or 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.

Note all the service technicians **we** use for the **plan** will be fully qualified and industry accredited service technicians.

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. To report a power cut, **you** can call 105. Calling 105 is a free-of-charge call from any network.

### What heating equipment is eligible for this plan?

**Your heating equipment** must be:

- an air source heat pump, hydrobox/heat exchanger/decoupler module, unvented hot water cylinder (holding less than 110 gallons or 500 litres) and the **system**;
- owned by **you** and used for personal and non-business purposes only;
- in good working order and under 15 years old when **you** take out the **plan**; and
- located in the United Kingdom.

**Your heating equipment** cannot be:

- a warm air unit; boiler or combined heat power unit;
- a hybrid heat pump (one that works with a boiler) or ground source heat pump; or
- located on a boat or in a mobile home.

### Your eligibility

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

### Duration and renewal of your plan

The initial plan period begins on the start date set out in your welcome letter. The plan continues for a year (unless ended in accordance with these terms and conditions). Before **your plan** ends, **we** will contact **you** by post, telephone email or SMS about renewing. **Your** renewal notice will show the new amount to pay and **your** renewal date. The fee payable may increase at renewal.

As **you** pay by Direct Debit, **your plan** will automatically continue for another year with a new **plan** at each renewal, unless **you** inform **us** otherwise at least fourteen (14) days before the date **your plan** is due to renew. Unless **you** have advised otherwise, the renewal fee will again be collected from **your** specified bank account..

A cooling off period (lasting fourteen (14) days from renewal of the **plan** or the day on which **you** receive **your** renewal documentation, whichever is the later) applies at the renewal of **your plan**. **We** reserve the right not to offer **you** a renewal on **your plan**.

### Your responsibilities

- All information **you** give must be true, factual and not misleading.
- **Your heating equipment** must have been installed, maintained and used in accordance with the manufacturer's instructions.
- If **your heating equipment** breaks down or malfunctions, **you** must take reasonable steps to limit

damage, e.g. stop using it if this is likely to cause further damage.

- **You** must pay the fees when they fall due (if applicable).
- **You** must arrange any work required to make **your heating equipment** 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.
- **You** must take reasonable care of **your heating equipment**, including caring for it in line with the manufacturer's instructions and not allowing it to be subject to adverse weather conditions.
- **You** must ensure someone 18 or over is home for when **you** have booked the annual service or onsite visit. If **our** service technician is not able to carry out the annual service because no one is home, **you** may be charged a call-out fee. **We** will re attempt to book **you** an annual service for up to three times where no one over the age of 18 was home on previous attempts.
- **You** must ensure that legal parking is available within 100 yards of **your** home when **you** have booked an onsite visit. This means for example providing parking permits if there are restrictions to on-street parking or providing a dedicated parking spot.

### General exclusions

The following are excluded from the **plan**:

- Damage of any kind to the **heating equipment**.
- Any request for an annual service which would not be in line with the manufacturer's instructions.
- Any annual service where hazardous substances are present (such as asbestos).
- Costs incurred for annual services carried out by anyone other than **our** authorised service technicians.
- The servicing of anything other than the **heating equipment**. For example, the following will not be part of the service: vented hot water cylinder, energy management systems, convector heaters, kick space heaters, hybrid or ground source heat pumps, boilers, shower pumps, immersion heaters or solar panels.
- Any work which is not an annual service.
- Any water pressure adjustments on sealed systems.
- Any clearing of airlocks, balancing or venting of radiators.
- Full glycol replacement or top up re-gassing of refrigerant.
- The trace and repair of leaks in concealed piping across the **heating equipment**
- Any costs associated with any repairs or parts required.
- Any cost (including any associated labour cost) of replacing any part, any item, any accessory or the **heating equipment**.
- Costs arising from not being able to use **your heating equipment** or from loss or damage caused when the **heating equipment** breaks down, including any costs to remove or reinstate built-in or fitted items or hotel bills.

### Paying your fees

**You** must pay the monthly fees (inclusive of all applicable taxes) by Direct Debit and **you** must make regular payments in accordance with the 'Payments schedule' set out in **your plan** documentation. Before **your plan** ends, **we** will send **you** a renewal notice (see 'Duration and renewal of **your plan**' above).

If **you** do not pay for **your plan** on time, it will be cancelled from the due date. **We** reserve the right to use a collection agency to recover any amount owing to **us**.

### Your Right to Cancel

#### Cooling off period – Changing your mind

**You** will receive a full refund if **you** cancel the **plan** within the fourteen (14) day period from receipt of **your** documentation or from the **plan** start date, whichever is later (the cooling off period).

### After the cooling off period

If **you** cancel **your plan** after the cooling off period then the following will apply:

- If **you** haven't had an annual service, **we'll** refund the fee paid by **you** for the remaining full months of **your plan**. As **you** pay for **your plan** by Direct Debit, **you** will only receive a refund if **you** have already paid for any future months of **your plan**.
- If **you** have received an annual service, no refund will be given and **you** will have to pay the cost of the service. This will be capped at the **plan** fee (less any fees **you** have already paid in the current period).

### How to cancel

If **you** wish to cancel **your plan**, please contact **us** on 0800 001 5201 (8am to 8pm, Monday to Friday, and 8am to 2pm Saturdays, except public holidays). **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 your plan or bring it to an end

If **we** have reasonable grounds to believe that **you** have (or anyone acting for **you** has) requested services under this **plan** knowing the request to be dishonest, exaggerated or fraudulent, then **we** may cancel the **plan** immediately without any refund of fee or call-out charges (see 'Fraudulent activity' below).

**We** may cancel this **plan** where there is a valid reason for doing so by giving **you** at least 7 days' written notice and **you** will receive a pro rata refund of any fees paid for the remaining unexpired days of **your plan**. Valid reasons include but are not limited to the following:

- where **you** fail to comply with certain conditions (see '**Your** responsibilities' above);
- where **you** fail to pay for the **plan**, if applicable (see '**Paying your** fees' above);
- where **we** have reasonable grounds to believe **you** have (or anyone acting for **you** has) engaged in fraudulent activity against **us** or **our** service providers and/or provided **us** with false information with respect to another **plan you** hold or have held with **us** (see 'Fraudulent activity' below); or
- where **you** have used threatening or abusive behaviour or language towards **our** staff or suppliers.

### Customer services details

For customer services: call 0800 001 5201 or write to us care of ScottishPower (D&G Plans) at 320 St. Vincent Street, Glasgow, Scotland, G2 5AD.

Calls to this number are free. Calls may be recorded and monitored for quality and training purposes. Lines are open, at a minimum, from 9am to 5pm, Monday to Friday (except public holidays).

### How to complain

If **you** wish to complain about the way the **plan** was sold to **you**, please contact **our** customer services team (see 'Customer services details' above). If **you** wish to complain about any other aspect of **your plan**, please contact **us** on 0800 001 5201 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)

In either case 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)

**You** should only refer a case to the Consumer Ombudsman after **you** have received a final decision on **your** complaint from **us**.

## Restrictions on transferring your plan

**Your plan** is personal to **you** and **you** cannot transfer the **plan** to a new owner or to any other product.

## Changes to these terms and conditions

**We** may modify or replace these terms and conditions in order to:

- comply with the law, regulations, industry guidance or codes of practice;
- rectify errors or ambiguities; and/or
- reflect changes in the scope or nature of the maintenance provided to **you**.

**We** will give **you** thirty (30) days' written notice of any change that could affect **your** rights or obligations and provide you with a brief explanation of such changes. 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 days of **your plan**.

## Your information

Domestic & General Services Limited (for service, maintenance and support plans) and/or Domestic & General Insurance PLC (for insurance policies) ("**we**", "**our**", "**us**") is the "data controller" of **your** personal information for the purposes of applicable data protection legislation. The personal information (including **your**: name, address, contact details, payment details) **you** provide will be processed for the purposes referred to below. **We** may also process information concerning **your** health where **you** choose to provide it.

**We'll** keep **your** personal information for all processing described below for a period of six years following the termination of **your plan** so **we** can deal with any claims made in relation to the **plan**.

**We** may transfer **your** information to countries (including the US and South Africa), which may not have data protection laws which provide the same level of protection as provided in the UK. **We** have put in place approved Standard Contractual Clauses as an appropriate safeguard to ensure that information which is transferred is adequately secured and protected and that such transfers meet the requirements of applicable data protection law.

## Purposes of processing

**We'll** use **your** information (which **you** or others e.g. product manufacturers have provided to **us**) as necessary for the contract with **you**, to provide the requested service and for administration purposes (including, where applicable, the recovery of any amounts owing, and to undertake address searches (returned mail)).

**We** also use **your** information for the purposes of **our** legitimate interests in registering **your** appliance or device, carrying out customer surveys, printing services checking and verifying **your** identity and contact details, recording your conversations for training, quality and compliance purposes, for analytics and modelling for pricing purposes, and for detecting and preventing crime, including fraud.

**We** will not use **your** personal information for any marketing related activities

**We** require **your** consent to process **your** personal data for some conversion services, (Braille, Large Print, Audio) **you** have requested. **We** may also ask for **your** consent to some uses of **your** information. Occasionally, the

companies **we** use to carry out repairs may process the information stored on **your** devices while repairing those devices.

**We** may also process **your** personal information when required to do so by law, for example if **we** receive a request from law enforcement or other government officials.

Disclosures of **your** information

**Your** information may be shared with:

- other members of the Domestic & General Group of Companies (Domestic & General Insurance or Services and other future members of the Group whose details **we** will notify to **you**);
- with ScottishPower (see below); and
- with companies acting on **our** behalf or providing services to **us** (e.g. the companies **we** use to carry out repairs, IT & mailing services, storage of data and paper records and telecommunications and to operate loyalty and reward schemes).

### Your information rights

By writing to the Data Protection Officer using the details provided below, **you** have the right to ask **us**:

- for a copy of the personal information **we** hold about **you**
- for a copy of the personal information **you** provided to **us** to be provided to **you** or sent to a third party in a commonly used, machine readable format
- to update or correct **your** personal information to keep it accurate
- to delete **your** personal information from **our** records if it is no longer needed for the original purpose
- to restrict the processing of **your** personal information in certain circumstances

And **you** may also:

- object to **us** processing **your** personal information – in which case **we** will either agree to stop processing or explain why **we're** unable to
- where **we** rely on **your** consent, withdraw that consent at any time.

Please note that the above rights are not absolute and certain exemptions apply to them.

**You** can also make a complaint to the Information Commissioner ([www.ico.org.uk](http://www.ico.org.uk)) if **you** feel **your** personal information has been mishandled.

### Domestic & General's Contact Details

To contact Domestic & General about the processing of **your** information or **your** information rights, or to see a copy of **our** Standard Contractual Clauses, write to: Freepost Plus RTKS-CLRA-GRYE, Data Protection Officer, Domestic & General, Leicester House, 17 Leicester Street, Bedworth CV12 8JP or [dataprotection@domesticandgeneral.com](mailto:dataprotection@domesticandgeneral.com). To change **your** marketing preference let **us** know by emailing [marketingpreferences@domesticandgeneral.com](mailto:marketingpreferences@domesticandgeneral.com) or by writing to **us** at the address above.

### ScottishPower's use of your information

ScottishPower (on behalf of Domestic & General) will use **your** personal information to arrange and renew **your plan**, to administer payments, to send **you** correspondence and documents in respect of **your plan** and to process complaints in relation to **your plan**.

ScottishPower will also use **your** personal information (including **your** name, address, contact details and payment details):-

- to deal with any complaints which relate to ScottishPower or the activities carried out by ScottishPower in

relation to **your plan**;

- for its legitimate business interests - **you** will find more information on this in ScottishPower's Privacy Information Notice (which **you** find on its website [www.scottishpower.co.uk](http://www.scottishpower.co.uk)), but these interests include marketing ScottishPower products and services to **you**.

### Exclusion of third party rights

No rights or benefits will be given to any other third party under the **plan**.

### Fraudulent activity

1. **We** may provide **your** details to third parties in order to detect possible fraudulent activity.
2. If **we** believe that **you** have (or anyone acting for **you** has) engaged in fraudulent activity against **us** or **our** service providers, or provided **us** with false information **we** may request extra information in support of **your** application or request for services (such as proof of purchase).
3. If **we** have reasonable grounds to believe that **you** have (or anyone acting for **you** has) requested services under this **plan** knowing the request to be dishonest, exaggerated or fraudulent, then **we** may:
  - request extra evidence in support of **your** request (such as proof of purchase or other documentation);
  - decline **your** request and immediately cancel **your plan** without any refund of fee or call-out charges paid;
  - recover from **you** the cost of any services already provided to you under this **plan** and the cost of any investigation into a fraudulent request under this **plan** (and **we** may initiate legal proceedings to do so);
  - report **you** to the relevant authorities, including the police;
  - put the details of the fraudulent request onto a register of claims through which companies share information to prevent fraudulent claims. A list of participants names and addresses are available on request.
4. If **we** have reasonable grounds to believe that **you** have (or anyone acting for **you** has):
  - engaged in fraudulent activity against **us** or **our** service providers; and/or
  - provided **us** with false information,with respect to another **plan you** hold or have held with **us**, **we** may cancel this **plan** as well as any other plans **you** have with **us** and/or reject any applications for new **plans** (see 'Our right to cancel **your plan** or bring it to an end' above). **You** will receive a refund of any fee paid for unused days of 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 service **plan** is provided by Domestic & General Services Limited. Registered in England. Company No. 1970780. Registered office: Swan Court, 11 Worples Road, Wimbledon, London SW19 4JS