

Appliance Care: Maintenance & Support Terms and Conditions



Provided by



**Domestic
& General**



SCOTTISHPOWER

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Appliance Care: Maintenance & Support Plan for your Home Product

Terms and Conditions

This Maintenance & Support Plan provides you with maintenance and support services to help keep your product properly maintained, supported and in good working order. These terms and conditions set out your and our responsibilities in respect of these services.

Section 1: Definitions

Maintenance & Support Services: the maintenance and support services set out in “What Maintenance & Support Services does the plan provide?” on page 4.

plan: the contract of maintenance and support services that you have purchased.

product: the home appliance protected by this plan, and which is located at the supply address.

ScottishPower: ScottishPower Energy Retail Limited, a company registered in Scotland under company no. SC190287 with its registered office at 320 St. Vincent Street, Glasgow, Scotland, G2 5AD.

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 individual customer with whom we have entered into this plan.

Section 2: Introduction to Appliance Care

What does this plan provide?

This plan provides maintenance and support for your product, as long as it is operated in a domestic environment. It is designed to help ensure your product continues to work correctly and to minimise the chances of mechanical and electrical breakdown.

Some plans also require you to pay a call-out fee for onsite visits. If this applies to the plan you have selected, the amount of the call-out fee will be set out in your welcome letter.

What products are eligible for this plan?

Your product must be:

- owned by you and used for personal and non-business purposes only;
- in good working order when you take out the plan;
- under 8 years old and have a purchase price of less than £2,000; and
- located in the United Kingdom.

Is this plan right for you?

You must be at least 18 years old and resident in the United Kingdom.

Section 3: The Maintenance & Support Services

Please note, for the first thirty (30) days following your application date we will not provide any maintenance and support services. This is your 30 day wait period. We can provide the details of a repairer in your area, but any charge for work carried out cannot be reclaimed from us.

Customer helpline

To ensure your product continues to work correctly and to optimise its performance, you can access our Maintenance & Support Services online at scottishpower.co.uk/appliancesupport

Set-up support

We will provide you with online advice and assistance to help you ensure your product is correctly set up and functioning properly in accordance with the manufacturer's recommendations.

Annual maintenance check

Each year we will provide an online guide for how you can carry out a maintenance check on your product. The maintenance check comprises a set of checks which are designed to help reduce future problems and are carried out in accordance with the manufacturer's guidelines (if available).

Ongoing support

In order to help you ensure your product continues to function correctly, during the plan term you may receive periodic advice and tips from us. You can also access our online support portal scottishpower.co.uk/appliancesupport which has tips and advice for your product type.

In addition, you can call us on **0800 027 5008** (Monday to Friday 8am to 8pm, Saturday 8am to 5pm) through-out the duration of the plan term if there is a problem with the operation or functioning of your product (including a problem with the set-up of your product, technical issues or electrical and mechanical faults).

If your product fails the annual maintenance check or any checks that are carried out as part of our ongoing support, you can call us and we will try to resolve the problem remotely. If we are unable to resolve the problem remotely we will approve an onsite visit from an approved service technician to get your product working correctly again (see "Onsite visits"). If you have purchased a plan with a call-out fee, before an onsite visit is arranged you must pay us the call-out fee. The call-out fee is not payable if you require a second onsite visit within 30 days of a previous onsite repair visit.

Onsite visits

Where an onsite visit is approved, we will either organise the service technician visit or provide you with the details to allow you to organise the service technician visit at your convenience. Onsite visits will take place during normal working hours which are at least 9am to 5pm (except on public holidays) Monday to Friday on a date agreed with you. They may include repairs and further maintenance checks carried out on your product. We will pay for costs for call-out (other than the call-out fee, if one applies to your plan), labour and parts, as long as these are not covered by a manufacturer's guarantee. You must use our approved service technicians. Please have your plan documentation to hand when the service technician arrives. Note, if your product contains data this may be wiped during the repair process.

If we approve an onsite visit but are unable to find a service technician, we'll permit you to use your chosen service technician. 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 service technician and the proposed repair is estimated to cost more than the repair authority limit: £200, then you must ring the repair authority line on 0800 597 8580 for an authority number before work starts.

Safety message

If your product is a gas appliance and our service technician finds that it is unsafe (and, if relevant, it cannot be immediately repaired) they'll label it and with your permission condemn it (and disconnect/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 we will only use Gas Safe registered service technicians for gas appliances.

Replacements

If our approved service technician is not able to repair your product, or we decide that it is uneconomical for us to repair your product, we will arrange a replacement of your product with a new product of the same or similar make and technical specification.

If your product needs to be replaced but we cannot reasonably arrange a replacement product, we will give you vouchers instead. The vouchers will be for the full retail price (from a retailer chosen by us) of a replacement product of the same or similar make and technical specification. All vouchers will be valid for 12 months from the date of issue and will be sent electronically or posted to the last address you gave us. If vouchers are not available we will provide a cash equivalent.

Delivery, installation and other costs, and product disposal

If we arrange to replace your product, we will pay the supplier's delivery charge.

If the product is taken or sent away from your home for repair and is then replaced, the original product will become our property and we will dispose of it. If your product is not repaired away from your home but is replaced, you will be responsible for disposing of it at your own cost.

In all cases you will be responsible for installing the replacement product and paying any related costs.

What happens if your product is replaced?

If your product is replaced (or you receive a settlement for a replacement) under this Maintenance & Support Plan, your plan will end immediately and no fee will be refunded. If 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.

Section 4: Fees, duration and cancellation

Fees

You must pay the monthly fees (inclusive of all applicable taxes) by Direct Debit, and make regular payments in accordance with the 'Your payment details' set out in your plan documentation. Before your plan ends, we will send you a renewal notice (see 'Duration and renewal' on page 6).

If you do not pay for your plan on time, it will be suspended from the due date and we will send you notice in writing of this. No Maintenance & Support Services will be provided past this date unless payment is received. If we do not receive payment from you within 2 weeks, we may cancel your plan immediately and we will notify you in writing. You will not be entitled to any refund of payments you have made prior to this cancellation.

Duration and renewal

Your plan will start after the 30 day wait period has ended. The start date is set out in your welcome letter. Your plan continues for a year (unless ended in accordance with these terms and conditions).

Before your plan ends, we will write to you about renewing. Your renewal notice will show the new amount to pay. The fee payable may increase at renewal. As you pay by Direct Debit, your protection will automatically continue for another year with a new plan at each renewal, unless you inform us otherwise at least 2 weeks before the date your plan is due to renew (See 'Your right to cancel' below). Such cancellation will take effect on the expiry of the current plan term. Unless you have advised otherwise, the renewal fee will again be collected from your specified bank account, to ensure you are always cared for. A cooling off period (lasting 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 right to cancel

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 sale date, whichever is later (the cooling off period).

If you cancel your plan after the cooling off period, you will not receive any refund. If you have received a repair, 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).

How to cancel

If you wish to cancel your plan, please contact us on **0800 027 5008** (Monday to Friday 8am to 8pm, Saturday 8am to 5pm). 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 **domesticandgeneral.com** which you can download and use. If you 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.

Our right to cancel

1. If at any time, we arrange to replace your product (or give you a settlement for a replacement), your plan will automatically end and no refund will be due (see 'What happens if your product is replaced?' on page 5).
2. We may cancel this plan where there is a valid reason for doing so by giving you at least 7 days' written notice. Valid reasons include but are not limited to the following:
 - where you fail to comply with certain conditions and obligations (see 'What products are eligible for this plan?' on page 3 and 'Your responsibilities' on page 8);
 - where you fail to pay for the plan (see 'Fees' on page 5); or
 - where you have used threatening or abusive behaviour or language towards our staff or suppliers.

If we cancel your plan using this provision, you will receive a pro rata refund of the fees paid for the remaining unexpired days of your plan.

Section 5: Exclusions and standard terms

General exclusions

The following are excluded from this plan:

- Deliberate or accidental damage, cosmetic damage (such as damage to paintwork, dents or scratches which do not affect the functioning of the product).
- Damage during delivery, installation or transportation of the product by a third party not under our instruction.
- Replacement, recall or modification of the product (or any part) by a supplier or the manufacturer.
- Modifying or making a product comply with legislation or making it safely accessible.
- Any problem with the supply of electricity, gas, water, broadband or broadcast content.
- Costs or loss arising from not being able to use your product (e.g. hiring a replacement), or incidental costs caused by breakdown or repair (e.g. costs to remove or reinstate built-in or fitted equipment).
- Damage to your premises or any other property or possessions, unless it is our fault.
- 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 or modifications, where not approved by us.
- The cost of replacing any consumables (such as external fuses, batteries, rechargeable batteries, power cells, light bulbs changeable by the user, fluorescent tubes and related starter components, filters).
- The cost of replacing any accessories (such as attachments, cables and cable joints, plugs, light covers, grills, removable parts, catalytic panels, external piping, rain covers, starter connections and straps).
- Data loss or corruption, installing, modifying and upgrading software, the resolution of any software interface problems.
- For products with screens: repairs due to pixel failure where the number or location of pixels does not exceed the manufacturer's acceptable limit, marks on the screen, or burned screens.

Your responsibilities

- All information you give must be true, factual and not misleading.
- Your product must have been installed and used in accordance with the manufacturer's instructions.
- If your product 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.
- For products which can store data, you must ensure that your product does not contain any inappropriate content (e.g. indecent images; content related to terrorist activities, hate crime, or interference with computer systems).
- You must arrange any work required to make your product 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 ensure someone 18 or over is home for when you have booked the onsite visit. If our service technician is not able to carry out the onsite visit because no one is home, you may be charged a call-out fee.

Customer services details

For customer services: call **0800 027 5008** 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: **domesticandgeneral.com**

Calls to this number are free. Calls may be recorded and monitored for quality and training purposes. Lines are open Monday to Friday 8am to 8pm, Saturday 8am to 5pm (except public holidays).

How to complain

If you wish to complain, please contact our customer services team (see 'Customer services details' above).

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 or by email at: 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

You cannot transfer the plan to a new owner or to any other product (except a replacement product provided under a manufacturer's or retailer's guarantee, see 'What happens if your product is replaced?' on page 5).

Transfer of the plan to another provider

We may at any time assign and transfer your plan to another company, who will become the new provider of the plan. The new provider of the plan will perform the obligations set out in your plan as if it had been the original party to the plan with you and, from then on, your dealings will be with that party.

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
- 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 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 must notify us within that notice period and we will cancel your plan at the end of the period for which you have already paid.

Your information

Domestic & General Services Limited ("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'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 outside the European Economic Area (including the US), some of which may not have data protection laws which provide the same level of protection as provided in the UK. We have put in place Model 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 carrying out customer surveys, printing services checking and verifying your identity and contact details, recording your conversations for training, quality and compliance purposes and for analytics.

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;
- with ScottishPower (on page 10); and
- with companies acting on our behalf or providing services to us (e.g. the companies we use to carry out repairs).

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) 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 Model 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. To change your marketing preference let us know by emailing 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 scottishpower.co.uk), but these interests include marketing ScottishPower products and services to you.

Exclusion of third party rights

This plan is only for your benefit. No rights or benefits will be given to any other third party under 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.citizensadvice.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' on page 8).

Company information

This service plan is provided by Domestic & General Services Limited. Registered in England and Wales. Company No. 1970780. Registered office: Swan Court, 11 Worples Road, Wimbledon, London SW19 4JS.



ScottishPower Energy Retail Limited
Registered Office: 320 St. Vincent Street, Glasgow G2 5AD
Registered in Scotland No. 190287. VAT No. GB 659 3720 08
scottishpower.co.uk