

We aim to provide a safe, high-quality service to 'repair' or 'maintain and repair' the equipment included in your agreement. If you have any questions or concerns about your agreement, please contact us on 01684 773 747.

## DEFINITIONS

Wherever the following words and phrases appear in these Terms & Conditions, they will have the following meaning:

**Annual Service:** as defined on **section 3**

**ScotiaCare or HomePlan:** means our insurance agreements set out in **section 2**

**Domestic Purposes:** At least half the rooms at the Home must be used for normal living purposes

**Home/House:** means your place of residence being your private domestic dwelling and any covered garage connected to your place of residence. (Excludes outside areas, such as your gardens, lawn, outbuildings, borders and driveways)

**Insured person(s) or you/your:** The person named on your statement, together with the members of your household normally residing with you.

**Our/us/we:** Scotia Limited which is the administrator for our ScotiaCare agreements (insurance products) and the provider of services for all our other products and agreements. Johnston Scotia which is the company responsible for carrying out servicing and repairs using either its own employees or sub-contractors

**Parts and Labour:** as defined on **section 3**, please also see **general exclusions**

**Repairer:** Repairs must always be carried out by engineers approved and authorised engineers by us.

### The insurance products

All ScotiaCare agreements are insurance policies which are underwritten by Scotia Limited.

### Periods of insurance for ScotiaCare agreements

The Period of Insurance shown on your statement (which will usually be 12 months) shall commence at least 14 days following the date you first applied and your application was accepted for cover.

### Renewal

At renewal we will write to you to tell you about any changes to the Terms & Conditions or prices. If you pay by Standing Order or Direct Debit, we will automatically renew your agreement(s) annually until you notify us otherwise.

## 2. Sections of Cover

- |  |                                    |
|--|------------------------------------|
| <b>A. Annual Boiler Service</b>                    | <b>B. Boiler Repairs</b>           |
| <b>C. Repairs to Boiler/System Controls</b>        | <b>D. Heating/Hot water System</b> |
| <b>E. All labour charges</b>                       | <b>F. Plumbing Repairs</b>         |
| <b>G. Gas Fire Cover for repairs &amp; Service</b> | <b>H. Electrical Cover</b>         |

### ScotiaCare HomePlan

Includes: - Sections A, B, C, D, E, F, H & G

## 3. Sections of Cover Explained

### A. Annual service

We will let you know when it is time to carry out an Annual Service. We will carry out an Annual Service around the same time each year where possible. Our servicing schedule is designed to run over the summer months so that customer's appliances are serviced prior to the start of winter. This will depend on our workload and your preference for an appointment. As long as we can get into your home, we will always make sure we check that your system or appliance is safe. You can also call us at any time to arrange or rearrange your Annual Service if it is due.

### B. Boiler Repair

We will endeavour to respond to repair your boiler within 24 hours of receiving your call. We will make every attempt possible to repair your boiler using either van stock or parts sourced from our central stores or locally. If we are unable to source spare parts the same day we will order the part from a nominated stockist or the manufacturer, and parts will usually be available within 3-4 working days.

### C. Repairs to Boiler/System Controls

We will endeavour to repair faulty system controls, motorized valves, room thermostats and programmers, system pumps as quickly as possible, where needed if repair is not an option we will replace existing items with suitable replacements of the same standard. Please see general exclusions for items not covered by this section. We will endeavour to respond to repair your boiler or system controls within 24 hours of receiving your call. We will make every attempt possible to repair these controls using either van stock or parts sourced from our central stores or locally. If we are unable to source spare parts the same day we will order the part from a nominated stockist or the manufacturer, and parts will usually be available within 3-4 working days.

### D. Central Heating System Cover

We will endeavour to repair leaks to your system or radiators as quickly as possible, where needed if repair is not an option we will replace existing pipe work or radiators with suitable replacements of the same standard. Please see general exclusions for items not covered by this section.

There will be no charges for labour or callouts for any work or visits that are covered by the relevant sections of your policy. Please see general exclusions for items not covered by this section.

## F. Plumbing

Repairs or replacement inside your Home in the event of leaks or mechanical failure of:  
Hot and cold water pipes from the mains stopcock inside your Home leading to your taps and garden taps (but not including the mains stopcock and taps themselves)  
Your cold water storage tank  
Leaking overflow pipes  
Standard ball valves and toilet siphon  
Pipes that burst as a result of cold weather  
Central heating water pipes if there is a water leak  
Radiator valves  
Hot water cylinders and immersion heaters; and  
Washing-machine and dishwasher hot and cold flexible pipes (as long as they are installed to the manufacturer's instructions).

### Plumbing Exclusions

The following are not included in your agreement:

Repairing or replacing taps.  
Repairing or replacing washers in taps  
Repairing or replacing the mains cold water stopcock, water softeners, shower pumps and mixer valves, combined overflow and pop up waste mechanism, mechanical pumps, water filters, radiators, swimming pools, decorative garden features, rainwater pipes and guttering, macerators such as Saniflo, and electrical units for toilets.  
Getting to your system, we include our costs up to £250(including VAT), for each job to get to your system (parts and labour). We do not include the cost of getting to your appliance (parts and labour) where your system is inaccessible due to a design fault or pipes or wiring buried in walls or 'built-in' appliances.

## G. Gas Fire Cover for repairs & Service

We will endeavour to respond to repair your gas fire within 24 hours of receiving your call. We will make every attempt possible to repair your fire using either van stock or parts sourced from our central stores or locally. If we are unable to source spare parts the same day we will order the part from a nominated stockist or the manufacturer, and parts will usually be available within 3-4 working days.

## H. Household Electrical Repairs

Repairs or replacement inside your Home in the event of mechanical failure of:

Fuse board and fuse boxes in your house  
All circuit breakers in your house  
All sockets and switches in your house  
All light pendants in your house

### Electrical Exclusions

Internal or external, Ring Mains or Fused Spurs.  
External electrics and lighting, RCD or external wiring to outbuildings, garages, sheds or greenhouses.  
Electrics for ponds and any water feature.  
Cosmetic replacement or upgrade of lighting  
Light bulbs

## General Conditions and Exclusions for all agreements

### Domestic use

ScotiaCare agreements are only available for appliances used inside your Home for domestic purposes. If you own a domestic property which you let out, we will offer you a ScotiaCare for Landlords agreement.

### 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.

### Annual Service and Repairs

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.

### 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 ScotiaCare 100, 200, 300 agreements at that property. Our engineer will also advise you what other work is needed in order to avoid future problems.

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.

### Magnetic filters and scale reducers

We will repair and maintain any magnetic filters and scale reducers (if we have installed it) on gas appliances and heating systems included under your agreement. We will also clean out the filter on your magnetic filter if necessary, as part of the Annual Service. There will be a charge for the replacing of cartridges or crystals/balls in "combinate" style filters.

### Landlord's Safety Records

We can carry out the inspections that are needed by Landlords at the same time as the Annual Service. We will only check and issue a Gas Safety Record for the gas appliances that are included on your agreement. We can inspect for safety or service any other gas appliances in the rented property for an extra cost. After the inspections on the gas appliances, we will then send you a Gas Safety Record showing that we have done a safety inspection, which will include details of any faults we have found and any repairs needed. (You will need to pay a small fee for this. If you or we cancel your agreement after we have

provided a Gas Safety Record, we will not return the fee for providing the Gas Safety Record.

## **Cancellation**

### **Your Cancellation Rights**

If you cancel by posting a letter or telephoning within fourteen working 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 service or repair, or paid a claim, 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 Standing Order payments, this is subject to any deduction we may make under 'Charges'.  
Charges - If you cancel your agreement, we may charge you for any repair work which has been undertaken, minus the value of payments you have made to the policy.  
. The 'Charge' also covers the costs we have had to pay but which we have not yet reclaimed at the point you cancel. 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 (or all the above).

### **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 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 we are not reasonably able to find parts to keep your systems 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:

- 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, 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.

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').

### **Spare parts**

If our engineer does not carry the spare parts your repair work needs on the day, we carry a large holding of common spares in our central store which are usually within 2 days. Otherwise, we will do all we reasonably can to find and install parts from our approved suppliers; we use a supply chain of national parts stockist as well as manufacturers. This means we can get hold of most items within 4 working days. We may use other approved parts or parts that have been reconditioned by the original manufacturer.

### **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.

### **Approved equipment**

We only provide service and repair for appliances, energy-management systems and plastic pipes which are on our approved list.

### **Third-party rights**

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

### **Guarantees**

We guarantee all parts 12 months from date of repair and labour for 3 months. Any guarantees do not affect your legal rights under the Sales 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.

### **Appointment times**

Johnston Scotia runs appointments for servicing, repair and plumbing work from Monday – Friday, between the hours of 9.00am and 5.30pm. We do not offer appointments out of these hours or at weekends or on public holidays. Due to the nature of our business we are unable to offer time slots or promise an AM or PM call, nor can we be held responsible for any loss of earnings or be held financially responsible if appointments have to be cancelled at short notice.

### **Payments**

Following your first payment (usually by Direct Debit), payments for your agreement will fall 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.

### **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).

### **Governing law and jurisdiction**

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.

## **General Exclusions**

Your agreement does not include the following:

### **Design or existing faults**

We will not include the cost of repairs needed because of design faults (unless we 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.

### **Accidental damage / Third-party damage / damage from intentional risk taking**

The cost of repairs relating to damage caused by you is excluded from all agreements. The cost of repairs relating to damage caused by someone else or caused through known risk taking or intentionally by you is always 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.

### **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. 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.

### **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/repairing parts that do not affect how the appliance/system works or decorative/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. 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.

### **Period of cover**

Your agreement begins when we process your application and is for a minimum term of 12 months. Your agreement renews annually and runs until you tell us that you would like to cancel, or if we cancel the agreement. You may cancel the agreement at any time after the first 12 months.

### **Variation of agreement**

We will write to you to tell you about any changes to the Terms and Conditions or prices.

### **Complaints**

We will always aim to do our best but unfortunately there may be times when things go wrong. If you have a complaint about any part of our service or our products please telephone us on **01684 773 747** or write to us at: Johnston Scotia, European House, Station Drive, Bredon, Tewkesbury, Gloucestershire, GL20 7HH, or email us at [info@johnstonscotia.com](mailto:info@johnstonscotia.com)

We will try to deal with the matter immediately but if we can't then we will keep you regularly informed about the progress of our investigation.



Scotia Limited Registered Company: 1447505  
Scotia Limited is not currently VAT registered.  
Gas Safe Registered: 15949

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Westbury Court, Church Road, Westbury -on-Trym, Bristol, BS9 3EF.

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