

Terms and Conditions

1. DEFINITIONS

The following words and phrases in the Terms & Conditions have the following meaning:

ANNUAL SERVICE: as defined in Section 3

SCOTIA CARE HOME PLAN: means the Johnston Scotia Maintenance Agreements set out in Section 2

DOMESTIC PURPOSES: at least 50% of the rooms in the property covered 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 gardens, lawn, outbuildings, borders and driveways)

INSURED PERSON(S) OR YOU/YOUR: the person named on the policy together with the members of your household who reside with you at the same property

OUR/US/WE: Scotia Limited which is the administrator for our ScotiaCare Maintenance Agreements (maintenance products) and the provider of services for all other Scotia Limited products and agreements. Johnston Scotia which is the company responsible for carrying out servicing and repairs using either its own employees or qualified sub-contractors

PARTS & LABOUR: as defined on Section 3, please also see general exclusions

REPAIRER: repairs must be undertaken by a Scotia Limited approved engineer

THE MAINTENANCE PRODUCTS: all ScotiaCare Maintenance Agreements which are managed by Scotia Limited

PERIODS OF MAINTENANCE FOR SCOTIACARE AGREEMENTS: the period of maintenance cover shall commence at least 14 days following the date You first applied and Your application was accepted by Scotia Limited for cover

RENEWAL: at Renewal We will write to You to inform 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

- A. Annual Boiler Service
- B. Repairs to Boiler/ System Controls
- C. Heating/Hot Water System
- D. All Labour Charges
- E. Plumbing and/or Internal Drainage Repairs
- F. Gas Fire Cover for Repairs & Service
- G. Electrical Cover

ScotiaCare Serviceplan

Includes: Sections A, C, D & E

Excludes: Sections F & G

ScotiaCare Homeplan

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

3. SECTIONS OF COVER EXPLAINED

A. ANNUAL SERVICE

It is a condition of Your agreement that Your boiler has an Annual Service and safety check and is maintained in accordance with the manufacturers instructions.

Your first Annual Service will not be carried out within the first three months from the start date of Your Maintenance Agreement. Unless, a prior agreement has been made by Scotia Limited to carry out the first Annual Service within the first 3 months.

We undertake Our servicing schedule during the summer months and, subject to workload and Your preference for an appointment, We will carry out Your Annual Service around the same time each year.

We will check the boiler, flue and ventilation are working accordance with legal requirements and regulations and We will analyse the combustion gases that your boiler produces using a probe where appropriate. We will dis-assemble Your boiler to clean and/or repair it, if the tests indicate that this is necessary.

As long as We have access to your Home, Our engineers will ensure your central heating system has been safety checked and is safe.

In the event of a breakdown within the first three months of Your Maintenance Agreement commencing, we reserve the right to charge for parts & labour.

We will contact You to arrange a date for Your Annual Service. You can also call Us at any time to arrange or re-arrange Your Annual Service appointment, if the Annual Service is due.

B. BOILER REPAIR

In the event of Your boiler breaking down We will endeavour to repair Your boiler within 24 hours of receiving Your call. We will make every attempt 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, the Parts will be ordered from a nominated stockist or, the manufacturer. Parts will usually be made available within 3-4 working days.

C. REPAIRS TO SYSTEM CONTROLS

In the event of a fault or breakdown to Your System Controls We will endeavour to repair Your System Controls within 24 hours of receiving Your call. We will make every attempt 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, the Parts will be ordered from a nominated stockist or, the manufacturer. Parts will usually be made available within 3-4 working days.

If a repair is not an option We will replace existing product(s) with suitable replacements of the same standard. Please see general exclusions for product(s) not covered by this section.

D. CENTRAL HEATING SYSTEM

We will undertake to repair leaks to Your system or radiators. If a repair is not an option We will replace existing pipework (internal and above floor level only) or radiators with suitable replacements of the same standard. Please see general exclusions for products not covered by this section.

E. CALLOUT & LABOUR

We do not charge for callouts or Labour for any work or visits which are covered by the relevant sections of Your Maintenance Agreement. Please see general exclusions for product(s) not covered by this section.

F. PLUMBING & DRAINAGE

Repairs or replacements 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)

- I. Cold water storage tank
- II. Leaking overflow pipes
- III. Standard ball valves and toilet syphon
- IV. Pipes that burst as a result of cold weather
- V. Central heating water pipes if there is a water leak
- VI. Radiator valves
- VII. 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 Maintenance Agreement

- I. Repairing or replacing taps
- II. Repairing or replacing washers in taps
- III. Repairing or replacing the mains cold water stopcock, water softeners, shower pumps and mixer valves, combined overflow and pop up waste mechanisms, mechanical pumps, water filters, swimming pools, decorative garden features, rainwater pipes and guttering and electrical units for toilets.

Drains Exclusions:

The following are NOT included in Your Maintenance Agreement

- I. Repairing or replacing manholes, soakaways, septic tanks, cesspits, treatment plants and their outflow pipes.
- II. Cleaning or de-scaling drains
- III. Repairs or unblocking of drains shared with another property or properties
- IV. Repairs or unblocking of drains outside the boundary of Your property
- V. Repairs or unblocking of drains which are used solely for commercial purposes
- VI. Repairs or unblocking any lead or steel pipes
- VII. External drains within the boundary of your property

G. GAS FIRE COVER FOR REPAIRS

We will endeavour to repair Your gas fire within 24 hours of receiving Your call. We will make every attempt 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. Parts will usually be made available within 3-4 working days.

H. HOUSEHOLD ELECTRICAL REPAIRS

Repairs or replacement inside Your Home in the event of mechanical failure of

- I. All internal sockets and switches in Your Home
- II. All internal light pendants in Your Home

Electrical Exclusions:

The following are NOT included in Your Maintenance Agreement

- I. External electrics and lighting, RCD to external wiring to outbuildings, garages, sheds or greenhouses
- II. Electrics for ponds and any water feature
- III. Cosmetic replacement or upgrade of lighting
- IV. Light bulbs

GENERAL CONDITIONS AND EXCLUSIONS FOR ALL AGREEMENTS

DOMESTIC USE

ScotiaCare Maintenance Agreements are only available for Domestic Purposes. If You own a domestic property which You let to tenants, We will offer you a ScotiaCare for Landlords Agreement. There will be an additional charge for a ScotiaCare for Landlords Agreement.

OUR RESPONSIBILITIES

We will meet Our responsibilities under Your Maintenance Agreement(s) within a reasonable time unless it is deemed impossible because of circumstances beyond 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 Maintenance Agreement will continue even though We have been unable to carry out the Annual Service. If, after several attempts, You have not made an appointment or, We will cannot gain access, We may cancel Your Maintenance Agreement.

We will inform You in writing if Your Maintenance Agreement is to be cancelled.

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 with PowerFlush there will be a charge to undertake this work.

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 in Your Maintenance Agreement.

LANDLORD'S SAFETY RECORDS

We can carry out the inspections that are required by Landlords at the same time as the Annual Service.

We will only check and issue a Gas Safety Record for the gas appliances included in Your Maintenance Agreement.

We can inspect for safety or service any other gas appliances in the rented property. There will be a cost for any additional safety or service undertaken on additional gas appliances.

After the inspections on the gas appliances, You will receive a Gas Safety Record showing that We have carried out a safety inspection. The Gas Safety Record will include details of any faults We have found and, any repairs required.

If You or We cancel Your Maintenance Agreement after We have provided a Gas Safety Record.

CANCELLATION

Your Cancellation Rights

If You cancel by post or telephone within 14 working days starting from the day after You receive written confirmation of Your Maintenance 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 'Charges'.

If You cancel the Maintenance Agreement after the cooling-off period, We will give You a refund based on the period of time 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 Maintenance Agreement We may charge You for any repair work which has been carried out, minus the value of payments You have made to the Maintenance Agreement.

The 'Charge' also covers any costs We may have incurred which We have not reclaimed at the point You cancel Your Maintenance Agreement. This includes Our costs to carry out services, dealing with repairs or administration costs related to Your Maintenance Agreement with Us (or all of the above).

Our Cancellation Rights

We may cancel Your Maintenance Agreement in the following circumstances

- I. If We give You reasonable notice
- II. If You have given false information
- III. If You do not make an agreed payment as per the Terms & Conditions
- IV. For Maintenance Agreements concerning gas boilers, gas appliances or heating systems, if We have advised You that permanent repairs or improvements are necessary to ensure Your appliance or system works properly and, You do not follow Our advice within a reasonable period of time*
- V. This advice may include replacing Your boiler or system
- VI. If We are not reasonably able to find parts to keep Your system or appliance working safely
- VII. If circumstances arise (including health and safety issues) which make it inappropriate to the Maintenance Agreement to continue

* *A reasonable period of time 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 cancel Your agreement, We will:

Offer a full refund based on the remaining period of time 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 refer to the Charges section.

If after several attempts You have not made an appointment or, We still cannot gain access to the property, We may cancel Your Maintenance Agreement. We will inform You in writing if this is the case.

Safety Advice

We may advise You that permanent repairs or improvements are necessary to ensure 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 Maintenance Agreement.

In this case, Your Maintenance Agreement will continue to run, unless You tell Us You would like to cancel or, if We cancel the Maintenance Agreement (see 'Your Cancellation Rights' and 'Our Cancellation Rights').

Spare Parts

If Our engineer does not carry the spare Parts Your repair work needs, We carry a large stock of common spares in Our central store which are usually available within two days.

Otherwise, We will endeavour to source and install Parts from Our approved suppliers; We use a supply chain of national Parts stockists and manufacturers. This means We can source most items within 4 working days. We may use other approved Parts or Parts that have been re-conditioned by the original manufacturer.

Labour

One of Our Gas Safe registered engineers will usually carry out any work required. In some cases We may authorise a suitable qualified contractor to undertake work.

Third Party Rights

No one other than You can benefit from this Maintenance Agreement, which cannot be passed to anyone else without Our prior written agreement.

Guarantees

We guarantee all Parts for 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 carries out 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 certain appointment times or promise an AM or PM call. Neither can We be 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, payments for Your Maintenance Agreement will fall due monthly. If You choose to pay by credit card, We may charge You a 3% 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 Your new address details for Your new home We will automatically transfer Your Maintenance Agreement to this new address, unless You inform Us otherwise. We will arrange a first service for Your new home (please refer to Annual Service section above).

Governing Law & Jurisdiction

The Terms and Conditions for all Johnston Scotia products and services are written in English and all correspondence entered into shall be in English. Your Maintenance 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 prior to You entering into Your Maintenance 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 Maintenance 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 Maintenance 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, We will not include loss or damage to property (including any cleaning required) or, any other type of loss caused by the appliance, boiler or system to which this Maintenance 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 any holes and leave the surface level. We will not replace the original surface or construction. Any redecoration or repair of damage that may be required 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 Maintenance 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 ensure You have adequate cover for these risks.

Other Exclusions

We will not include the following

- I. Replacing appliances, bathroom fixtures, showers and sanitary ware
- II. Improvements including work that is required to bring your appliance/system up to current standards/legislative requirements. Examples of these improvements, but not a complete list, include replacing parts such as flues or vents that do not meet current legal standards.
- III. You may require to have improvements carried out before We are able to complete other repairs to Your appliance/system
- IV. Upgrades which You may want to have carried out to improve Your appliance/system. Example of updates, but not a complete list, include replacing working radiators with improved models

- V. 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)
- VI. Repairing faults or clearing physical 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, similar cleaning procedure, are required to ensure Your appliance/system works properly
- VII. 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 provide a Clean-Air Certificate before We will undertake any further work at Your property. By law, the person who removes the assets must give You a Clean-Air Certificate
- VIII. Cash alternatives for service, maintenance or repair
- IX. The cost of repairing damage or breakdown(s) caused by changes to or, problems with, the gas, electricity or water services
- X. Commencing and/or continuing services where We reasonably consider there is a Health and Safety risk including: the presence of hazardous materials, infestations or harassment or Our personnel including verbal or physical abuse
- XI. We will not recommence work until the Health and Safety risk has been rectified to our satisfaction

Period of Cover

Your Maintenance Agreement begins when We process Your application. Your agreement runs until You tell Us that You would like to cancel or, if We cancel the Maintenance Agreement. You may cancel the Maintenance Agreement at any time

Please read the Cancellation & Charges sections in the General Conditions & Exclusions

Variation to Agreement

We will inform You in writing of 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 info@johnstonscotia.com

We will try to deal with the matter immediately but in the event of any delay, We will keep You regularly informed about the progress of Our investigation.

Scotia Limited Registered Company: 1447505
Gas Safe Registered: 15949

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

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