

HOME BOILER WARRANTY PLAN



THE ULTIMATE WARRANTY PROTECTION FOR A WORRY-FREE HOME


Warrantywise

WARRANTYWISE HOME COVER WARRANTY PLAN

Welcome to Appliance Warranty Limited

Why choose Appliance Warranty Limited?

Home Cover Warranty Plan: In the market place we offer a Repair Service followed by a Service Check and Service Plan. This is not a scheme where you pay up front and get nothing back, no... we work for you in repairing, checking and maintaining your home, boiler and central heating.

Weasel Words: For a start we have banished all 'weasel words' such as betterment, excess, contamination and wear and tear exclusions – these are the terms other companies often use to reduce the amount of assistance you're expecting.

Repair and Service Check: At the start of Your Plan, Appliance Warranty Limited may arrange a visit by a fully trained professional technician to repair or check the serviceability and operation of all your boilers and central heating .

Telephone Assistance: We include home telephone assistance where Appliance Warranty Limited will provide professional advice and guidance on how to operate, diagnose and solve problems which occur with many of the high tech Boiler Systems which we all now use and increasingly rely upon.

Breakdown: Your Home Warranty Plan is designed to meet the cost of repairing or replacing parts of your Boiler System, boiler and central heating when a mechanical or electrical part suddenly and unexpectedly stops working as it should, which is expected when operated as per manufacturer's instructions.

Important - Read the Small Print: Following on are our terms and conditions which explain how your Home Warranty Plan works and the many benefits you now enjoy as an Appliance Warranty Limited Plan holder. Please ensure that you fully understand the terms and conditions relating to your plan and in particular any Home Warranty servicing requirements and the repairs procedure. Make sure you 'read and understand fully' the information provided in the What Your Plan Does Not Include section.

Appliance Warranty Ltd believe in total transparency and offers the only service plan that will tell you 'what is' and 'what is not' covered clearly and up front in order to avoid disappointment later. Your rights as a consumer allow you 30 days to cancel - which gives you more than enough time to read this booklet and fully understand what Appliance Warranty Limited can and can't provide!

Discretion: Just to prove that this is a Home Warranty Plan like no other, our arbiters the final discretion where disagreements or disputes arise to review your situation and decide what is correct and fair in such circumstances (naturally this does not affect your statutory rights). You can contact them at: arbiter@warrantywise.co.uk.

WHY WARRANTYWISE?



over
750,000
warranties sold





Warrantywise

CONTENTS

Page	Section
3	A Definitions
4	B Home Warranty Plan – Benefits Included
4	C Installation, Operation and Servicing Your Boiler System
5	D Level of Your Plan
5	E Emergency Helpline Services
6	F What Your Plan does NOT include
8	G Repairs Procedure
10	H General Conditions
10	H5 Charges and Payments
10	H9 Cancellations
12	J Home Warranty Plan
14	K How to Contact Us

A Definitions

A1 The following words and terminology have these meanings throughout Your Plan:

Administration Fee: A fee of £35 to cover our administration costs and expenses.

Application: Any information you may have supplied to us via either telephone or website quotation or booking systems in support of your requests.

Appliance Warranty Limited (We, Us, Our): Appliance Warranty Limited, The Rocket Centre, Unit 3, Trident Way, Blackburn, BB1 3NU, herein referred to as Appliance Warranty Limited, a wholly owned subsidiary of Wise Group Holdings.

Authorised Repairer: An independent and professional repairer authorised by Appliance Warranty Limited.

Boiler System: Any Boiler System, Boiler and/or Central Heating as identified on Your Plan Schedule. Located at your home address.

Breakdown: This is where a mechanical or electrical Part of your Boiler System suddenly and unexpectedly stops working as it should which requires repair or replacement before it will work properly.

Cancellation Fee: A fee of £50.00 to cover our cancellation expenses.

Cancellation Period: A period of 30 days from Your Plan Start Date.

Contribution: An optional monetary contribution to be paid by you before any repair and towards the value of each repair which will be shown in Your Plan Schedule.

Consequential Failure - Is where a component (not necessarily included within your plan) fails and causes the breakdown of a Part included in Your Plan (sometimes called the domino effect).

Expected Object(s): are those which are expected to be found and used by the Boiler System in its usual operation in accordance with the manufacturer's instructions (eg; clothing in a washing machine).

Geographical Limits: The area in which Your Plan is effective which includes; Great Britain, Northern Ireland, Isle of Man and Channel Islands. (Your residence must be within this area).

Level of Your Plan: As described within Your Plan document (this booklet) and as specified within Your personalised Plan Schedule.

Part: Any mechanical, electrical or serviceable Part, capable of replacement, which forms part of your original specification and is included within the Level of Your Plan. (Mechanical Parts have contact, movement and function. Electrical Parts are powered by electricity. Unless specifically mentioned, wiring, connectors, pipes, hoses and rubber bushes are not included). We may provide replacements with similar functionality – but not necessarily the same features, make and model or type of fitting.

Pay As You Go Option: A 12 month Boiler System Repair & Service Plan with the option to pay monthly (see Plan Start Date and section H5.3).

Period of Your Plan: The period shown on Your Plan Schedule.

Plan Holder: (You/Your/Yours) the named owner of the Boiler System as detailed on the Plan Schedule.

Plan Schedule: Issued by us after receiving your payment based upon the Application you have made to us and which confirms our acceptance of Your Plan.

Plan Start Date: The date Your Plan begins, as detailed within Your Plan Schedule. Your Plan Start Date must be after both payment is received and any required Service Check has passed, whichever occurs later.

Repair Cost: The total of call out, parts and labour cost, including any applicable VAT, less any contribution.

Repair Authorisation Form: A form issued by Us to You which you should complete and return for the Repair Cost to be paid.

Repair Number: A number issued by us to you or to your Repairer as proof that a repair has been authorised.

Service Check: The preliminary questions and correct information declared by you at the time of application, we may require independent verification of the serviceability and eligibility of Your Boiler System by an Authorised Repairer.

Servicing Handbook: The handbook issued with the Boiler System by the manufacturer (online, or within the Boiler System's integrated data information centre) which details the operation, servicing and maintenance requirements for your Boiler System.

Unexpected Object(s): are foreign objects which are not expected to be found and used by the Boiler System in its usual operation in accordance with the manufacturer's instructions.

VAT: Value Added Tax which will be calculated at the prevailing rate (IMPORTANT NOTE: we cannot legally pay you or your repairer the VAT element of any Repair Cost without a VAT invoice made out to Appliance Warranty Limited).

Worn Out Parts: These are Parts which due to prolonged use over time, abuse or neglect (and/or a lack of correct routine maintenance) are worn out and at the end of their expected serviceable life. Unless included within our Servicing option, they will usually require repair or replacement at your own cost.

Your Plan: This booklet along with Your Plan Application, Level of Your Plan details and Plan Schedule which together contain the full terms and conditions of Your Plan.

B Home Warranty Plan – Benefits Included

- B1 **YOUR PLAN** - Upon your Application and after payment has been received for Your Plan we may send out an Authorised Repairer to carry out a Service Check. When your Boiler System passes this process You will then be issued Your Plan Schedule and receive the benefits described in Your Plan from Your Plan Start Date. Should your Boiler System fail this process We reserve the right, in our discretion to cancel Your Plan by sending you notice in writing (by Email or Post) and by refunding you any payment you may have made less the Cancellation Fee and Service Check costs.
- B2 **DISCRETION** - An important aspect of Your Plan is that we both contractually and legally operate on a discretionary basis. We use this discretion to ensure that you receive a fair and equitable resolution to each and every request you make under Your Plan. In the event of any complaint which we cannot resolve between us, our final arbiter will be consulted for the exercise of this discretion on behalf of Appliance Warranty Limited, and can be contacted via email at: arbiter@warrantywise.co.uk. This does not affect your statutory rights.
- B3 **CONTAMINATION** - Contamination by an Expected Object is included within Your Plan. This is where your Boiler System fails to operate correctly due to contamination by a single Expected Object which when removed renders the Boiler System fully operational without need of further repair. Contamination by an Unexpected Object is excluded. We do not include a cleaning service for blockages or build up of residues (eg food debris / limescale / residues / fluff etc).
- B4 **WEAR AND TEAR** - Parts which have suffered a premature Breakdown (as defined). On a Boiler System under eight years of age.
- B5 Appliance Warranty Limited will pay the Repair Cost following a Breakdown of a Part of your Boiler System, within the Geographical Limits, outside the supplier's or manufacturer's warranty period, during the Period of Your Plan, based upon the Level of Your Plan and subject to the further conditions and exclusions set out herein:
- B6 If your Boiler System suffers a Breakdown of any covered Part, we will, in our discretion, decide whether to pay the appropriate Repair Cost (see B2 which explains our discretion). To do this we will decide whether to send out an Authorised Repairer to inspect your Boiler System, whether or not to approve a repair of the Part or authorise a replacement of a Part or within our discretion replace your Boiler System, if we decide it is appropriate to do so in either case pay the appropriate Repair Cost.
- B7 If your Boiler System is integrated into or forms part of a piece of furniture or unit(s) that needs dismantling to gain access to repair or replace your Boiler System then it is your responsibility to authorise (at your own expense) any such work and refitting, in order to allow our Authorised Repairer to gain access to your Boiler System to repair it. (If in doubt, please check with us before agreeing to any such work).
- B8 There is no limit to the number of valid repairs that can be approved during the Period of Your Plan up to your Boiler System Value.
- B9 There is no contribution (excess) required from you unless you have selected an excess as shown on your plan schedule.
- B10 There is no Contribution required from you for improving the condition or value of your Boiler System (betterment) where a replacement Part has this effect.
- B11 Any mid-term alterations you make to increase the Level of Your Plan will not come into effect until 30 days from the date of change have elapsed or until after any further payment is made, if later.

C Installation, Operation & Servicing of Your Boiler System

- C1 We expect that you will have followed the correct installation, operating and servicing instructions which relate to your Boiler System as recommended by the manufacturer within your Servicing Handbook.
- C2 You have a duty of care to look after your Boiler System (see H2).
- C3 You will be expected to pay any additional charges which relate to the rectification of any installation work or the servicing of your Boiler System.
- SIGNIFICANT EXCLUSIONS** - No Warranty plan covers "everything" as to do so would make the cost of the cover too much to be practical, so we do need to make you aware that the warranty will exclude some things, and we ask that you read Section F "What Your Plan does 'Not' Include" fully.

D Level of Your Plan

The available areas of cover which form the Level of Your Plan are Boiler & Central Heating Cover; or combine these for Appliance, Boiler & Central Heating Cover. The areas you have selected will be shown on your Plan Schedule. Details of what the areas of cover provide are described in this section. This should be read along with your Plan Schedule, these form the Level of Your Plan. If you believe there is something we have missed off or an item or feature of your cover which should be included then please inform us with 30 days of Your Plan Start Date where, within our discretion, we will do our best to include it.

D1 BOILER AND CENTRAL HEATING PARTS INCLUDED - Only the Parts which have suffered a Breakdown and are listed under the following headings are included. Any item not specifically described below is 'NOT' listed:

D1.1 BOILER PARTS: We cover the following Parts of your boiler; valves, thermostats, timers, connecting pipes and fittings (or their equivalent if out of stock or discontinued) if the Part has suffered a Breakdown. We may at our discretion, offer to replace your boiler system with a similar specification unit.) Refer to Section D2.3.

D1.2 CENTRAL HEATING PARTS: We cover the following Parts of your central heating; radiators, valves, thermostats, timers, hot water tanks, pipes and fittings (or their equivalent if out of stock or discontinued) if the Part has suffered a Breakdown. We may at our discretion, offer to replace your central heating system with similar specification parts.

D1.3 BOILER & CENTRAL HEATING REPAIR COSTS

D1.3.1 If your boiler and central heating is

less than 8 years old we will pay:

- (i) up to £2500 including VAT in repairs or
- (ii) if the boiler or central heating is uneconomical for repair we will pay up to 80% of its current value (maximum £3000 including VAT) for a replacement.

D1.3.2 If your boiler is 8 years old or greater but less than 15 years old, we will pay up to a maximum aggregate contribution of up to £500.00 including VAT for a replacement or repair of the Boiler and Central Heating System.

D1.3.3 If you are unable to confirm the age of the boiler we will pay up to a maximum aggregate contribution of £500.00 including VAT towards a replacement or repair of the Boiler and Central Heating System.

D1.3.4 Your Plan includes an annual boiler service which will be arranged in accordance to your existing servicing records (proof required).

IMPORTANT

D1.4 If any pre-existing conditions are found and confirmed by your engineer at the time of first service or your previous service, these will need to be rectified at your own cost and expense. Proof and/or evidence of these repairs/replacements will be required before your plan can become active.

D1.5 Your Boiler and Central Heating Cover will not be effective until the first service has taken place and any repairs noted in D2.3 have been completed at your own cost.

E Emergency Helpline Services available Mon-Fri 9am - 5pm

E1 If your Boiler System suffers a Breakdown within the Geographical Limits Your Plan will provide the following:

E2 Telephone Helpline 0800 054 2171. You can call the above helpline for technical service assistance. This service is usually available during normal office hours, however please

check our website. One of our trained technicians will endeavour to solve your problem over the telephone. It is advisable that you have the Boiler System Operations/Service Manual to hand. (For a full list of exclusions please see: What Your Plan does NOT include, section F).

F What Your Plan Does NOT Include

F1 Your Plan particularly excludes the following:

F2 **Boiler Systems EXCLUDED**

- F2.1 Any Boiler System without a current and authentic CE Mark or current manufacturer's CE Certificate in force. Any Boiler System, Boiler and Central Heating privately imported from outside of the EU and not originally supplied via the manufacturer's EU authorised dealer.
- F2.2 Any Boiler System inaccurately described by you within your Application or on Your Plan Schedule.
- F2.3 Any appliance older than 10 years or any boiler older than 15 years from the date of manufacture even if this age limit is reached during the Period of Your Plan.
- F2.4 The failure of your Boiler System to operate due to the withdrawal of any service by a third party provider.
- F2.5 Any Boiler System which at any time is damaged, lost, stolen or subject to fire or flood.
- F2.6 Any Boiler System used within a business or for a business purpose.
- F2.7 Any plug-in Boiler System with an electrical power consumption in excess of 3,000 Watts or any cooker or range in excess of 7,500 Watts.
- F2.8 Any Boiler System which is not owned by you personally.
- F2.9 Any Boiler System which is leased, hired or rented.
- F2.10 Any Boiler System modified from the manufacturer's original specification.
- F2.11 Any Boiler System where you are the owner, proprietor or director of a Boiler System retail or trade sales business, auction house, repairer, leasing, hire or rental company.
- F2.12 The plan does not include any costs for delivery, installation or disposal of any old appliances.

Note: If after Your Plan is established any of the above circumstances come to light, unless we have made special provision which is noted on Your Plan Schedule, Your Plan will be cancelled and all charges refunded less any previously authorised Repair Costs, Service Check costs and the Cancellation Fee.

F3 **PARTS EXCLUDED**

- F3.1 Exterior trim and fittings, glass panels, batteries, fuses, bulbs, LED's, paintwork.
- F3.2 Any service parts periodically replaced during the manufacturer's recommended servicing of the Boiler System, Boiler and Central Heating (as listed in your manufacturer's handbook / service schedule) unless authorised within the costs of a valid repair (at our discretion) providing the Boiler System, Boiler and Central Heating is not within 30 days of its next scheduled service.
- F3.3 All non-mechanical and non-electrical parts. Such as pipes, connectors and hoses, doors, seals and door hinges.
- F3.4 Any Part particularly excluded from Your Plan.
- F3.5 Parts which have not suffered a Breakdown. Parts which are worn out and at the end of their serviceable life. Parts which are seized or corroded. Damage due to water ingress.
- F3.6 The repair or replacement of any Part not authorised by us.
- F3.7 The repair or replacement of any Part where you (or your own repairer) have denied us the right to have that Part examined by an Authorised Repairer.
- F3.8 Damage and/or Contamination to your Boiler System, Boiler and Central Heating by foreign objects or Unexpected Objects.
- F3.9 Any items retro-fitted to your Boiler System after the date of manufacture other than as part of a repair covered by Your Plan.
- F3.10 Any Part damaged due to it being dropped, forced or used incorrectly.
- F3.11 Parts which fail to operate correctly or are damaged due to incorrect installation other than as part of a repair covered by Your Plan.

F3.12 The Breakdown of your Boiler System with inherent, common and regularly occurring manufacturing defects or faults which are well publicised (such as via a Google Internet search or press comment) together with any Part requiring replacement due to it being up-dated, superseded, re-designed or recalled by the manufacturer.

F3.13 Any Part which has suffered a Breakdown due to a lack of or incorrect routine servicing, previous repair attempts, negligence, neglect, misuse, damage, theft or attempted theft, accident or any Part not reported at the time of repair.

F3.14 Parts covered by any other plan, warranty, insurance, guarantee or goodwill offer of settlement.

F3.15 Damage caused by blockage (eg limescale / food debris) unless otherwise determined to be Contamination by an Expected Object.

F3.16 Cleaning of the Boiler System or Parts of the Boiler System.

F3.17 Curved and designer radiators, taps, underfloor heating and any specially required parts for the system, electrical elements in radiators, shower units their parts and or pumps, drains and waste water pipes, separate gas hot water tanks, steel or iron pipes, any part of your central heating which supplies your swimming pool, LPG, Solid fuel or oil fuelled boilers, back boilers or dual-purpose boilers, gas fires, solar panels, green and/or renewable energy systems.

F3.18 Any floor standing, Alpha, Raven Heat and Sony Duval Boilers.

F3.19 Any appliance and/or boiler found to have suffered damage due to being operated in a failing condition as confirmed by the engineer.

F3.20 Any part which was within the last 12 months has been the subject of a previous repair attempt, attempted repair or documented as advised in need of repair.

F4 **REPORTS BY AUTHORISED REPAIRERS**

F4.1 Any Repair Cost which an Authorised Repairer confirms is due to any of the above.

F4.2 Any Repair Cost which an Authorised Repairer confirms more than likely existed on or before Your Plan Start Date. In such cases we reserve the right to re-charge the cost of any call out to your Boiler System, Boiler and Central Heating.

F5 **MISCELLANEOUS ITEMS EXCLUDED**

F5.1 If at any time during the Period of Your Plan we use our discretion to authorise a repair on a goodwill basis which would otherwise have been excluded then this does not set any precedent and does not mean we will necessarily authorise any similar future repairs.

F5.2 Any liability for damage to property, loss of earnings, out of pocket expenses or any other loss caused directly or indirectly by any Authorised Repairer or in any other event giving rise to a repair request under the terms of Your Plan.

F5.3 Any liability caused directly or indirectly by war, riot or any similar event or by vandalism, theft or attempted theft from the Boiler System, Boiler and Central Heating or by bad weather such as lightning, wind or flood.

F5.4 Salvage, storage or disposal - We accept no responsibility or liability for the salvage, storage or disposal of your Boiler System, Boiler and Central Heating or of any Part or part under any event.

F5.5 This Plan does not include the cost of fitting multiple Parts, or Parts recommended for replacement as good engineering practice and in such cases we may exercise our discretion and usually only pay the average cost of all Parts and Labour (Repair Cost) requested. If you request a repair for multiple appliances at any one time we may, at our discretion, average the total cost of the repair.

F5.6 Any delivery or installation costs.

F6 **MISCELLANEOUS EXCLUSIONS**

F6.1 The boiler will not be replaced within the first 6 months of the plan start date.

F6.2 Damage caused by sludge or other debris. The appliance will not be replaced within the first 3 months of the plan start date.

F6.3 Replacement of Inhibitor (unless we have removed it for a repair).

F6.4 Any leak from internal pipework that is not made easily accessible prior to our engineer's attendance.

F6.5 Damage caused by changes in, or problems of, the supply of your gas, water or electricity as assessed by the engineer.

G Repairs Procedure

G1 This section sets out (in order) what you should do if you suspect your Boiler System needs our attention, as follows:

G1.1 **IMPORTANT** - You should stop using your Boiler System immediately if you become aware that there is a warning light or buzzer indicating a fault. You should also stop if there is any other indication such as an unusual vibration or noise, leaking water, gas or steam. These symptoms may indicate a fault, but is not proof of the Breakdown of any Part (as defined) within the terms of Your Plan. In such cases, isolate the appliance from any electricity water or gas supply. If you aggravate any Breakdown causing further damage, we may not settle the Repair Cost in full or at all.

G1.2 If you believe that any fault may become the subject of a repair under the terms of Your Plan (even if you are not sure) you should report the fault to us as soon as practicable. Any failure to notify us about any suspected Breakdown within 7 days (without good reason) may result in any subsequent request for repairs being rejected.

G1.3 No repair work should commence before we have approved it and issued a Repair Number. Should you decide to give permission to your own repairer to commence or complete repair work, without a Repair Number being obtained, we will not meet your Repair Cost because you have denied us our right to fully investigate your request and/or inspect your Boiler System and determine any faults.

G1.4 Before we authorise any repair, we may decide to instruct an Authorised Repairer to inspect your Boiler System or any Part together with any appropriate documentation. When this right is exercised we shall have no liability for any loss to you or arising from any delay your Repairer may have in commencing repairs. We may also re-charge the cost of any attempted and failed inspection of your Boiler System due to your Repairer failing to present your Boiler System at a previously arranged time and date.

G1.5 We may (at our own cost) transport your Boiler System or any Part to an Authorised Repairer of our own choice in order to affect repairs.

G2 Please log your request via our website at www.warrantywise.co.uk/boiler or telephone our Repairs Office on: 0800 054 2171 Our Repairs Office hours are 9am to 5pm, Monday to Friday.



G3 We require that you contact us first, and prefer that you use our Authorised Repairer.

G3.1 You can appoint your own repairer and in this event you must make sure they are VAT registered and that they follow the Repairs Procedure set out as follows:

G4 When you decide to appoint your own repairer you accept that we may correspond with your repairer directly on your behalf in relation to repairs under Your Plan.

G5 We will ask you (or your repairer) to provide the following information:

G5.1 Your Plan number (found on the Plan Schedule) and your name and address,

G5.2 Your Boiler System serial number,

G5.3 Details of the Part they believe is at fault,

G5.4 The time and date the Part failed,

G5.5 A Parts and Labour estimate for the total cost of repairs,

G5.6 Any photographic evidence to assist assessment of the fault / Parts

G6 We will then confirm:

G6.1 That the Part is included within the terms of Your Plan and whether we exercise our discretion and authorise the Repair Cost and issue a Repair Number or,

G6.2 Whether we require your Boiler System to be examined (at our expense) by an Authorised Repairer prior to us making any firm decision or,

G6.3 If we prefer to transport your Boiler System, or a Part (at our expense) to an Authorised Repairer of our choice.



- G7 Diagnostics and Dismantling - It is your own responsibility to authorise any preliminary diagnostics together with the dismantling of any Part of your Boiler System as may be required for an accurate determination of any Part Breakdown to be made. Your Plan will only pay for such diagnostic and dismantling work, if reasonable and if assessed by us as being within the cost of a valid repair, otherwise all such work is at your own risk and expense.
- G7.1 If your Boiler System is integrated into or forms part of a piece of furniture or unit(s) that needs dismantling to gain access to repair your Boiler System then it is your responsibility to authorise (at your own expense) any such work in order to allow our Authorised Repairer to gain access to your Boiler System to repair it. (If in doubt, please check with us before agreeing to any such work).
- G8 Once we have authorised The Repair Cost within the Level of Your Plan, please ensure that your repairer does the following:
- G8.1 Makes a note of the Repair Number issued by us, and
- G8.2 Completes the repair to your own satisfaction and provides you with their Repairer's VAT invoice made out to Appliance Warranty Limited, The Rocket Centre, Unit 3, Trident Way, Blackburn, BB1 3NU.
- G8.3 Your Repairer should include the Repair Number, the Boiler System serial number and Your Plan number.
- Note: We may require payments due from you before we authorise any Repair Cost – see General Conditions H6 and H7.**
- G9 We will not validate any repair and issue payment against the Repair Cost until we have:
- G9.1 confirmed the Breakdown of a Part within the terms and conditions of Your Plan,
- G9.2 received a copy of your repairer's VAT invoice made out to Appliance Warranty Limited, The Rocket Centre, Unit 3, Trident Way, Blackburn, BB1 3NU. (If you do not provide a Repairer's invoice addressed to us, we will not be able to reimburse you the VAT amount),
- G9.3 received copies of any other supporting documentation we may have requested.
- G10 If you have not provided all requested information within 30 days, your repair request will not be authorised. After such time, we will review the reason for the delay and decide, within our discretion, whether or not to accept your repair request.
- G11 We may decline your repair request and provide our reasons why your request does not meet with the terms and conditions of Your Plan.
- G12 **PROTECTION AGAINST FRAUD** - In order to protect ourselves against fraudulent requests, we may from time to time, carry out more detailed checks and investigations which may delay our authorisation process. We apologise if you are innocent and ask you to be patient and comply with our requests for further information. We will not be liable for any loss of the use of your Boiler System or other expenses, but do apologise for any inconvenience this may cause.

H General Conditions

- H1 The following conditions apply to all sections of Your Plan:
- H2 **DUTY OF CARE** - You have a duty of care to look after your Boiler System and carry out the preventative checks and maintenance recommended by the Boiler System manufacturer within the Servicing Handbook and to use and operate the Boiler System as directed.
- H3 **REPAIR PROCEDURE**
- H3.1 We prefer that you use our Authorised Repairer.
- H3.2 In any other case we expect you to follow our repairs procedure. Any failure to do so may result in a decline decision and non-payment of your repair.
- Please telephone 0800 054 2171 or email appliance Repairs@warrantywise.co.uk if you need any help or advice.
- H4 **PLAN TRANSFER** - Your Plan is not transferable in any way.
- H5 **CONTINUOUS AUTHORITY OF CHARGES AND PAYMENTS** - You agree to authorise Appliance Warranty Limited to take the amounts shown on Your Plan Schedule by credit card, debit card, standing order or direct debit as and when due and upon renewal by your continuous authority. We do not keep your payment details within Appliance Warranty Limited computer systems, we process your payments via a secure outsourced agency. This authority will remain in force until you cancel it or until expiry.
- H5.1 Our charges and payments are variable and dependent upon the number of appliances covered and cost of repair requests handled.
- H5.2 You must pay all our charges in full amount and at the times agreed for the Period of Your Plan, otherwise Your Plan will not be valid and all cover will cease immediately without return of any payments you may have made up to that date and without the settlement of any Repair Cost you may have requested.
- H5.3 **PAY AS YOU GO OPTION** - When you request the Pay As You Go Option it will be for a period of 12 months with the full cost payable over monthly instalments. After you have made the 3rd of your monthly instalments you have the 'option' to:
- H5.3.1 change to a monthly payment plan in which case the monthly payment levels applicable to that plan type will apply, or
- H5.3.2 make a single final payment (completing the payments for your 12 month plan),
- H5.3.3 cancel Your Plan in which case General Condition H9.5 will apply.
- H5.4 We reserve the right, at our discretion, to vary the amount of your payments or the cost of Your Plan at any time by giving you 30 days notice in writing.
- Note: To elect to adopt option H5.3.2 or H5.3.3 please email or write to us after making your 3rd payment but before making your 4th payment, otherwise we will automatically continue monthly payments for your plan.**
- H5.5 After you have held a 12 month (or longer) plan with us you can renew it on a month-by-month basis.
- H6 **PAYMENT OF REPAIR COST** - You will have to pay us directly for the total of all Repair Costs for any repairs prior to Your Plan becoming effective and prior to our issue of Your Plan Schedule, or at any time after the expiry of Your Plan.
- H6.1 We will endeavour to settle the Repair Cost for any validated repair subject to the terms and conditions of Your Plan, within 7 days.
- H6.2 If you are using an Authorised Repairer we will settle the Repair Cost directly, but you will have to settle any other costs outside of this sum.
- H7 Where you are paying monthly for your Boiler System Plan (Pay as You Go Option) and you make a repair request during your plan we may at our discretion require you to make a single final payment (completing the payments for your 12 month plan).
- H8 **PLAN RENEWAL** - You agree to us automatically renewing Your Plan, within our discretion, under our then current terms and we will inform you in writing or by email of any changes to our charges or terms and conditions.
- H8.1 If you decide you do not wish to renew you should contact us within 14 days after receiving your renewal notification, Your Plan will not be renewed and we will refund any new payments made. If you do nothing Your Plan will then become effective 14 days after you receive it but your right to cancel set out below will apply.
- H9 **CANCELLATION BY YOU WITHIN CANCELLATION PERIOD** - If you decide that you do not want Your Plan, confirm your request in writing or by email to applianceadmin@warrantywise.co.uk quoting Your Plan reference number and your security password, ensuring that they reach us within 30 days of Your Plan Start Date. The consequences will be as follows:
- H9.1 Provided you have not requested we meet any Repair Cost, Your Plan will be cancelled and your payments refunded in full without any deduction,

- H9.1.1 in circumstances where you have cancelled Your Plan up to 14 days after the Plan Start Date and you have requested that we meet a Repair Cost, and/or where such Repair Cost has not been paid, Your Plan will be cancelled and your payments refunded after deducting a proportion of your payments calculated on a daily basis up to the date of cancellation, or where we have authorised or paid any Repair Cost cancellation is without any refund.
- H9.1.2 in circumstances where you have cancelled Your Plan from 15 to 30 days after the Plan Start Date and you have already requested that we meet a Repair Cost, and/or where such Repair Cost has not been authorised, Your Plan will be cancelled and your payments refunded after deducting the Cancellation Fee and any Authorised Repairer costs we have incurred, or where we have authorised or paid any Repair Cost cancellation is without any refund.
- H9.2 **CANCELLATION BY YOU OUTSIDE CANCELLATION PERIOD** - If at any time after Your Plan Start date, you decide that you do not want Your Plan, confirm your request in writing or by email to applianceadmin@warrantywise.co.uk quoting Your Plan reference number and your security password. Your Plan will be cancelled from the date we receive your request. There will be no refund of any payments.
- H9.3 **CANCELLATION BY YOU – RETAILER PLAN** - In such circumstances where you have purchased Your Plan from a retailer or had Your Plan supplied by a retailer within the cost of any Appliance, confirm your request in writing or by email to applianceadmin@warrantywise.co.uk quoting Your Plan reference number and your security password. Your Plan will be cancelled from the date we receive your request. There will be no refund of any payments.
- H9.4 **RESIDUAL VALUE** - Where you have purchased Your Plan from a retailer or had Your Plan supplied by a retailer within the cost of any Appliance then Your Plan's residual value is £1.00
- H9.5 Cancellation by you is in full and final settlement of any obligations Appliance Warranty Limited may have towards you under the terms of Your Plan.
- H9.6 **CANCELLATION BY US** - We may cancel Your Plan at any time by giving you 30 days notice and by refunding you the balance of any unexpired value of Your Plan without further deduction.
- H9.7 We will cancel Your Plan immediately without rebate or refund of payments and without further notice:
- H9.7.1 if you change your address to live outside of the Geographical Limits or
- H9.7.2 if you, or someone authorised to act on your behalf, have made any dishonest, false or exaggerated statement or declaration to us in order to obtain Your Plan or in order to satisfy our repair or service conditions or
- H9.7.3 if you fail to pay your payments in full amount as and when agreed,
- H9.7.4 Foul or abusive language to our staff and or engineers – We all have the right to work in a safe and abuse-free environment and will not tolerate any such behaviour from any customer under any circumstances. The use of threats or abusive language is completely unnecessary. The details may be logged with the local police if necessary and we remind you that it is a criminal offence to abuse anyone either in written or verbal form.
- H9.7.5 If you fail to provide us with the information we have requested that is directly relevant to plan repair request under the terms of the plan.
- H9.8 In all cases we will cancel Your Plan by sending you notice in writing (by Email, or Post.
- H10 **CANCELLATION CHARGES** - You may incur a cancellation charge if we have conducted any type of service, repairs or replacement to any of your Appliance, Boiler or Central Heating Systems. Charges may be levied at the cost incurred by Appliance Warranty Limited or as follows (whichever is higher):
- H10.1 For any first single visit (such as service, callout or assessment of fault) £70.00 inc vat
- H10.2 For any secondary visit, repair, installation, replacement £100.00
- H11 **YOUR INFORMATION** - You should have declared all relevant information that may have affected our decision to accept any Boiler System onto Your Plan. It is important that you check Your Plan Schedule to ensure we have the correct details. In particular, you should check that your Boiler System's make, model and serial number are accurately described on Your Plan Schedule. You should have answered our preliminary questions accurately and declared any known faults with your Boiler System prior to taking out Your Plan. Failure to convey the correct information at the time that you applied may invalidate Your Plan.

- H12 You should also 'double check' your Boiler System's previous servicing complies with our requirements under section H2. If we have requested a further Service Check, you should co-operate fully with our request. If any of the above information is incorrect Your Plan may not be valid.
- H13 **FRAUD** - If we have reason to believe that you or someone authorised to act on your behalf, have made any dishonest, false or exaggerated statements or declarations in order to obtain Your Plan or to try and obtain any Repair Cost(s) then we will suspend any repair authorisation until our Fraud Investigation Team has completed their investigation. Within 30 days we will send you our final response or advise you when we will be in a position to provide such a response. Your Plan may be cancelled, no refund or repair settlements will be made and the matter reported to the authorities.
- H14 **VALUE ADDED TAX** - Value Added Tax (VAT) will be calculated at the current rate applicable at the time of charge or time of repair. If you do not supply us with a Repairer's VAT receipt displaying the name and address of Appliance Warranty Limited, we will not be legally able to reimburse you the VAT element of the Repair Cost.
- H15 **VARIATION** - On any renewal of Your Plan we may vary any of these terms and conditions which we draw to your attention. These may be in order to:
- H15.1 improve the Level of Your Plan provided,
 - H15.2 comply with any new laws or regulations,
 - H15.3 correct any text or formatting errors,
 - H15.4 clarify the scope of Your Plan
 - H15.5 The updated terms and conditions will take effect from the date of such renewal.
- H16 **REASONABLE TIME SCALES** - We will carry out any repairs or visits you are entitled to within a reasonable time as far as is practicable. We will inform you of anticipated timescales and any predictable delays.
- H17 **CHANGE IN CIRCUMSTANCES** - You must inform us before any of the following changes:
- H17.1 You are going to move home permanently;
 - H17.2 You change your boiler or appliance
 - H17.3 Someone other than your family is going to live in your home
 - H17.4 Your home is going to be unoccupied for more than 30 days in a row.



J Home Warranty Plan

- J1 **PROVISION** - Your Plan is provided and administered by Appliance Warranty Limited (trading as Appliance Warranty) registered office: The Rocket Centre, Unit 3, Trident Way, Blackburn, BB1 3NU.
- J2 **PLAN SCHEDULE** - Your Plan Schedule confirms our acceptance of your Application and is the basis of the contract and forms part of Your Plan. Please check that the information you have declared to us is correct and that it meets with your requirements. If it does not, please contact us as soon as possible (and in any case within 30 days of issue) in order to make any applicable alterations. If you fail to provide us with the correct information we may either require additional payments and an Administration Fee or even cancel Your Plan.
- J3 **PRINT COPY OF YOUR PLAN** - These are available in booklet and PDF format and can be downloaded from our website at www.warrantywise.co.uk/downloads. If you require a large print paper copy of Your Plan terms and conditions, please contact us at any time and we will arrange this.
- J4 **DATA PROTECTION** - Appliance Warranty Limited is a trading name of Warrantywise Limited, a company registered in England and

Wales No. 10139092 at The Rocket Centre, Unit 3, Trident Way, Blackburn, BB1 3NU and is part of Wise Group Holdings Limited, Company No. 10613336. Wise Group Holdings Limited (WGHL) is registered under the Data Protection Act, we are the Data Controller. WGHL will process your data to provide the cover detailed in Your Plan. We will pass your data to selected third parties specifically for them to provide the services detailed in Your Plan. Any third parties will not be permitted to use your data for any other purpose other than to provide the services and shall be contracted to delete the data after provision of the service under Your Plan.

J4.1 **RIGHT TO ACCESS** - You are the only person authorised to make representations directly to WGHL about Your Plan. If you require any other person to enquire on your behalf including receiving any validated repair payments we will require your specific prior authorisation in writing unless such persons quote Your Plan number and security password or is confirmed by you as a Repairer acting on your behalf. We may pass your data to any associated company for the sole purpose of providing the services and benefits within Your Plan. If at any time, your information is to be transferred to countries that do not have stringent data protection laws, the Data Controller will seek assurance from that party as to the security surrounding the handling of your personal data before they proceed. Your personal data may also be passed to any relevant regulator or dispute resolution provider and be used to prevent crime. We may also use your data for training and testing purposes.

J4.2 **RIGHT TO RECTIFICATION** - You can ask us for a copy of your personal details held on our files and to correct any inaccuracies. To improve our services and for training purposes, we may record our communications with you.

J4.3 **RIGHT TO BE FORGOTTEN** - You have the right to be forgotten and you may choose to exercise this right at any time under the EU General Data Protection Regulation (GDPR) Article 17. We will process any such request without undue delay and we will inform any third parties of the request.

J4.4 **MARKETING** - Your details may be used by WGHL for marketing purposes and to inform you of other products and services we think may be of interest to you. We may disclose your information to companies

within WGHL for these purposes. We and our agents (if applicable) may contact you by mail, telephone or email. If you do not want your data to be used by us for marketing purposes and you have not already notified us, please write to the Data Protection Administrator at: Wise Group Holdings Limited, The Rocket Centre, Unit 3, Trident Way, Blackburn, BB1 3NU, or email dpa@warrantywise.co.uk

J5 **EXCLUSION OF THIRD PARTY RIGHTS** - Your Plan is solely for the benefit of you (the Plan holder) and any permitted transferee which we allow in our discretion. Nobody other than you, can benefit from this agreement. Your plan will only cover your property if used for normal day living purposes (fully occupied), including home office, however excluding commercial properties. No rights or benefits will be given to any other third party under Your Plan. The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply.

J6 **NOTICES** - All notices required to be given shall be by Email, Post, Special or Recorded Delivery;

J6.1 from WGHL or Appliance Warranty Limited to you, at your last known home or email address and,

J6.2 from you to us, at WGHL or Appliance Warranty Limited, The Rocket Centre, Unit 3, Trident Way, Blackburn, BB1 3NU, or any email address noted within Your Plan.

J6.3 All notices shall be deemed to have been received when, in the normal course of transmission, the notice would have been delivered.

J7 **LANGUAGE** - All Plan documents and all communications with you about Your Plan will be in English. No other language will be used.

J8 **STATUTORY RIGHTS AND REGULATION** - This is a Boiler System Plan and is subject to English Law. Nothing in these terms and conditions will reduce or affect your statutory rights. For further information about your Statutory Rights you can contact your Local Authority Trading Standards Department or Citizens Advice Bureau. Your Plan is not regulated by the Financial Conduct Authority, Financial Ombudsman, or the Financial Services Compensation Scheme.

J9 **TERMINOLOGY** - Words used may be 'defined terms' with specific meanings particular to Your Plan. Please see the Definitions section within Your Plan.

K How to Contact Us

- K1 **ADMINISTRATION QUERIES** - Firstly, if you have any questions regarding any alterations to Your Plan Schedule, please contact Appliance Warranty Limited by telephoning (0800 054 2172), or you can email: applianceadmin@warrantywise.co.uk. Your query should be dealt with either while you are on the phone or by return of post or by email.
- K2 **AUTHORISED PAYMENT QUERIES** - If you require an explanation of any authorised Repair Cost please telephone (0800 054 2173) and speak to the Customer Services Department. Your query should be dealt with either while you are on the phone or by return of post or by email, within 5 working days.
- K3 **REVIEW REGARDING DECLINE DECISIONS** - If you are unhappy with how we have exercised our discretion in relation to any decline decision and wish to request a further review you need to do so in writing within 30 days to: Customer Services, Appliance Warranty Limited, The Rocket Centre, Unit 3, Trident Way, Blackburn, BB1 3NU, or by email to: customerservices@warrantywise.co.uk. Your query should be acknowledged by return of post or by email and answered within 5 working days.

Note: Please do not phone, if you wish to have any decline decision reviewed by our Management Team as we will only advise you to write in via email or letter as we require full written details. Thank you.

- K4 **CONTACTING THE FINAL ARBITER** - You can ask for your case to be personally reviewed by the Final Arbiter via email at: arbiter@warrantywise.co.uk. Your query should be acknowledged by email and answered within 5 working days.

Note: Telephone calls may be recorded for quality and training purposes.



private/appliance/v2.0/03/2020

Printed copy available on request.



To book a home warranty, call us on

0800 054 2170

For Repairs or Claims, call us on

0800 054 2171

Useful Email Addresses

Sales Department

home@warrantywise.co.uk

Customer Services

customerservices@warrantywise.co.uk

Final Arbiter

arbiter@warrantywise.co.uk

Repairs Department

appliancerepairs@warrantywise.co.uk

Admin Department

applianceadmin@warrantywise.co.uk

Car Warranty Quote

sales@warrantywise.co.uk