



# **Terms & Conditions**

## **1.0 Periods of Agreement**

The length of your Agreement is shown on your Contract and will begin on the date we accepted your application. For Boiler and Controls Breakdown Cover and Central Heating Breakdown Cover, breakdowns in the first 14 days of your first year are not included.

## **1.2 Price and Price Changes**

Your Agreement price is set out in your Contract and will not change during your Period of Agreement unless the Government introduces a change in the relevant tax rate. We will always write to you to tell you about any change to your price and Direct Debit installments.

## **1.3 Payments**

If you choose to pay by Direct Debit, you can pay either annually or monthly. If you choose to pay by cheque, credit card or debit card (all paid annually), we may charge you a small administration fee for processing your payment. All of our charges include relevant taxes at the current rate.

## **1.4 Renewals**

Before the end of your Period of Agreement, we will write to you to tell you about any changes to what is included in your Agreement or any changes to your prices for the next year. We will automatically renew your Agreement for another year if there are no changes to the terms or costs.

## **1.5 Maintenance Inspection**

If you have a Boiler and Controls or Central Heating and Plumbing and Drains Agreement, you are entitled to a Maintenance Inspection of your plumbing. This will be carried out at the same time as any Annual Service of your central heating system (in which case there will be no additional separate Maintenance Inspection once every two years). If you are entitled to a Maintenance Inspection (but not an Annual Service), your Maintenance Inspection will depend on you contacting us to arrange it and when it is carried out will depend on our availability.

## **1.6 Agreement for the life of the boiler**

We will provide a suitable new replacement boiler we have approved. We will do this when it is not possible to repair yours because, for example, spare parts are not available, or we decided that it would cost more to repair the boiler than to replace it. Outside of these specific circumstances or any other specific circumstances shown in your Agreement, you are not entitled to a replacement boiler.

## **1.7 Gaining access to your property and arranging appointments**

Our engineers will only work in your property if there is someone aged 18 or over there at all times. It is your responsibility to allow us access to your property. If we cannot gain access, we will not be able to carry out the necessary work and you will need to arrange another appointment. If you do not arrange an appointment or we cannot gain access, your Agreement will continue even though we have not been able to carry out the work. If, after several attempts, you have not made an appointment or we still cannot gain access, we may write to you to let you know we have canceled your Agreement.

## **1.8 Safety advice**

We may advise you that permanent repairs or improvements are needed to help make sure your appliance or system works safely (for example, to keep to gas-safety regulations, such as upgrading your ventilation to meet current standards). If you do not follow our advice, it may mean that we cannot meet all of our obligations to you 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. (See section 6 General Conditions - Cancellation.)

## **1.9 Spare parts**

If our engineer does not carry the spare parts needed on the day of your appointment, we use a central stock of parts which means we can normally get hold of most items the following working day. If not, we will do all we reasonably can to find and install parts from our approved suppliers. We may use other approved parts or parts that have been reconditioned by the original manufacturer or approved Third Parties.

## **1.10 Excess and Fixed Fee options**

You can choose to pay an Excess (for Cover Agreements) or a Fixed Fee (for Care Agreements). The amount of the Excess or Fixed Fee you agree to pay (as shown on your Statement) is payable for every completed repair including related faults. (You will need to pay a further Excess or Fixed Fee to repair unrelated faults.) We will ask for pre-authorisation of any Excess or Fixed Fee by credit or debit card at the same time that we book your appointment. We will not take the payment until we have completed your repair. We guarantee all of our repair work for twelve months.

### **1.11 Breakdowns.**

If you ask for further visits to deal with breakdowns, even within twelve months of a previous visit, we may still need you to authorise the payment of any Excess or Fixed Fee. Our engineer will decide whether the fault is related to a previous breakdown visit in the last twelve months and so whether you will need to pay any Excess or Fixed Fee.

### **1.12 Domestic use**

Agreements are only available for appliances and systems used inside your Home for Domestic Purposes. If you own a domestic property which you rent out, you can hold our Agreements for these properties. (See section 10 for Landlord Services.)

### **1.13 Our responsibilities**

We will meet our responsibilities under your Agreement within a reasonable time unless it is impossible because of circumstances outside our control. If we cannot meet our responsibilities, we will let you know as soon as possible confirming the reasons why we cannot meet our responsibilities. We will also give you another time when we expect we can meet our responsibilities to you. Where we have agreed to take your appliance/system onto an Agreement, and have previously advised there may be restrictions over our ability to maintain your appliance/system or the supply of parts, we will use all reasonable endeavors to carry out repairs.

### **1.14 Boilers**

If your Agreement includes repairs to boilers, the following will apply.

- Whether or not we installed your boiler, if we agree that your boiler is less than seven years old, we will provide a suitable new replacement boiler we have approved. We will do this when it is not possible to repair yours because, for example, spare parts are not available, or we decide that it would cost more to repair the boiler than to replace it.

- If we installed your boiler and we agree that your boiler is seven years old or more but is less than 10 years old.

### **1.15 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. All of our contractors carry identity cards.

### **1.16 Guarantees**

We guarantee to make good any faulty parts or faulty workmanship for a period of twelve months from the date we completed your repair. The rights in relation to any guarantee we give you apply in addition to, and 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.

### **1.17 Moving home**

You will need to tell us as soon as possible about any change of address as you may not be covered if you make a claim at your new property. Once we receive new address details from you for your new Home we will cancel your Agreement at your previous address and set a new Agreement up to cover your new address (unless you tell us you do not want to continue with your Agreement). We will also arrange a First Service for your new Home (see section 1.8).

### **1.18 Governing law**

The terms and conditions for all Agreements are written in English and all correspondence will be in English. Your Agreement is governed by the laws of Scotland if your Home is in Scotland.

### **1.19 First Service**

If your Agreement includes a First Service, we will arrange to inspect your boiler and controls or gas central heating system or gas appliance (depending on what is included in your Agreement), to help make sure we can include them in your Agreement and that they are safe and in good working order. We will normally carry out your First Service within 42 days of the start of your first Agreement, although it may be later if there is a lot of demand for our services especially in colder weather. Our engineer will fill in a service or breakdown checklist to show you what has been inspected. If your First Service reveals a problem (such as boilers for which we know we cannot get parts, or systems that are installed unsafely or which we cannot get to) we may:

- Tell you what work is needed and what it will cost to do that work;
- Offer you a different product which will not include the parts of your system causing the problem which we cannot include in your Agreement; or
- Cancel your Agreement and refund any money you have paid.

## **2.0. Cancellation Charges**

If you cancel any Agreement you have with us part way through your Period of Agreement and you have had work relating to that Agreement, you may be charged for cancellation. The cancellation charge will be the total of the relevant amounts set out in the table below less;

- Any Excesses or Fixed Fees paid for each repair.
- Any money you have paid to us for the product in the current Period of Agreement. These charges will not be more than the annual price of the product you are cancelling, deducting any money you have paid to us for the product in the current Period of Agreement.

### **2.1 Our cancellation rights**

We may cancel your Agreement in the following circumstances:

- If you have given us false information.
- If you do not make an agreed payment.

- If we find something wrong at a First Service.
- If there are health and safety issues.
- If your appliance or system is not on our approved list.
- If you do not give us access to your property if this is needed.
- If we are not reasonably able to find parts for your appliance or system.
- If permanent repairs or improvements we tell you are needed are not completed.
- If we cancel at the First Service, we will give you a full refund of any money you have paid.
- If we cancel your Agreement at any time after your First Service, we will refund any money you have paid for the time left to run in your current Period of Agreement. We will not carry out a First Service if we have already carried out a First Service or Annual Service at the same property in the previous twelve months, even if you are a new owner of the property.

## **2.2. Annual Service**

If your Agreement includes an Annual Service, we will arrange to visit your Home in the First and subsequent years of your Agreement to inspect your boiler and controls, gas central heating system or gas appliance (depending on what is included in your Agreement). This is to help make sure that they are safe and in good working order. We will normally carry out your Annual Service around twelve months from the date of the last one. In periods of high demand for our services (such as cold weather), we prioritise breakdowns and may need to rearrange your Annual Service visit. If you have a breakdown in the four months before your Annual Service is due, we may complete it at the same time we visit to repair the breakdown to your system or appliance. We will not normally carry out an Annual Service if we have already carried out a First Service or Annual Service at the same property in the previous twelve months, even if you are the new owner.

## **2.3. General Conditions - Cancellation**

Type of work completed - Charge for each piece of work completed - Boiler / Central Heating repairs £115 - All other completed repairs £50 - Annual Service £48

## **2.4 General Exclusions that apply to all Agreements**

### **2.5 Design or existing faults**

We will not be responsible for the cost of repairs or gaining access to make repairs if there are design faults (unless we are responsible for the design faults), faults which existed before you entered into your Agreement with us or faults which we could not, using reasonable care and skill, identify on our First Service or a repair call out to your system or appliance. For example, this would apply to pipes buried under concrete floors that have been installed incorrectly or without wrapping or movement protection.

**2.6 Accidental damage, third-party damage and damage from deliberately taking risks.** Unless we say in the Agreement that we will cover accidental damage caused by you, we will not cover the cost of repairs relating to damage caused by you. If work is carried out on your system or appliance by someone other than us, whether or not following our advice, which results in damage to that or another part of your system because of poor workmanship, the repair will be excluded from your Agreement.

### **2.7 All other loss and damage**

Unless we cause it, we will not be responsible for any loss or damage to property as a result of your appliance or system breaking or failing, including any cleaning needed or damage to fixtures or furniture (for example, damage caused by water leaks).

### **2.8 Making good**

We will fill in any holes and leave the surface level if we have had to make access to your system or appliance so we could carry out a repair. However, we will not replace the original surface or construction (for example, redecoration).

### **2.9 Risks normally insured under household or other insurances**

Except and only to the extent specifically stated as included under your Agreement, we will not include the repairing of faults or damage or replacement of appliances or 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.

### **2.10 Your Cancellation Rights**

You may cancel any Agreement you have with us at any time if you let us know by writing to us at: Clearwater Energy

Cancelling your Direct Debit without contacting us will not mean you have cancelled your Agreement with us. If you cancel within the first 14 days, we will give you a full refund of any money you have paid, unless we have carried out work, in which case cancellation charges may apply (see section 2.0). If you cancel after the first 14 days and pay by monthly Direct Debit, we will continue to provide cover until the end of the period from which your last payment applies, we will then cancel the product and take no further payments, unless we have carried out work. If you pay by cheque or credit / debit card or by any other Direct Debit frequency, we will cancel the product at the end of the month in which you notify us. We will then provide a refund of any money you have paid for the time left to run in your current Period of Agreement, unless we have carried out work. If you have had work done, cancellation charges may apply (see section ?). If you cancel a current Agreement so you can buy an equivalent product supplied through our Insurance or any associated Insurance partnership twice or more within a three-year period, or within 3 months of cancelling your existing Agreement you will not be eligible for certain benefits such as an introductory pricing offer.

- If we have installed it, we will also repair any electric system and maintenance and repairs for a solar thermal system and their cylinders and controls. 'General Conditions' apply (see section 2.3).
- If we consider that your Home is not fit to live in overnight, as a result of the fire or explosion, we will provide other accommodation for three nights and transport costs to that accommodation up to £150 a night including VAT.
- Costs up to £1,000 (including VAT) we would have to pay to get access to your system or appliance to make a repair (for example, pipes buried in walls or built-in appliances) and making good any damage caused by the work. Making good damage means filling or plastering to make level but does not include any redecoration (this will be your responsibility).
- We do not include the cost of getting to your appliance if your system is not accessible due to a design fault. 'General Conditions' apply (see section 2.3).

### **3.0 Plumbing and drains**

Plumbing Cover (and £50 Excess version) and Plumbing and Drains Cover (and £50 Excess version) are products we have designed to meet the needs of householders who want protection against various problems with their plumbing within the Home, their water supply pipe or their drains (inside or outside the Home).

#### **3.1 Plumbing Cover**

The following are included in your Agreement:

Repairs or replacements inside your Home if there are leaks or a mechanical failure (shown in black on the diagram on page?)

- hot- and cold-water pipes from the mains stopcock inside your Home leading to your taps and garden taps;
- 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).

Blockage, collapse or leakage of the mains water supply pipe from and including the stopcock in your Home up to where it is connected to the public or shared water supply pipe within the boundary of your property, if you are responsible for this.

Leaking or seized stopcocks where the stopcock is in your Home, or within the boundary of your property that you are responsible for.

Parts and labour for fitting standard replacement parts.

Standard replacement parts may be different from the original, for example, using a standard flush handle to replace a gold-plated flush handle, unless you give us an alternative to use.

Repairs to taps inside your Home and replacing standard non-ceramic tap washers to repair water leaks and dripping taps (not including replacing taps themselves).

Repairing accidental damage to hidden pipes in the home but only if you damage them by accidentally puncturing them with a nail, screw or similar fastening which results in a water leak.

Costs up to £1,000 (including VAT) we would have to pay to get access to your system or appliance to carry out a repair (for example built-in appliances or pipes buried in walls, under floors or underground) and making good any damage caused by the work.

Making good damage caused by gaining necessary access means filling or plastering to make level but does not include any redecoration which will be your responsibility. We do not include the cost of getting to your appliance if your system is not accessible due to a design fault.

#### **3.2 Boiler and Controls and Central Heating exclusions**

These exclusions plus 'General Exclusions' apply (see section 2.4CE).. We will not cover the following in your Agreement:

- Removing sludge or hard-water scale from your system or appliance.
- Repairing damage caused by scale, sludge or other debris if we have told you on a previous visit that permanent repairs. (or a similar cleaning procedure) are needed to help make sure your appliance or system works properly
- Repairing or replacing appliance flues, or flue terminals that are not a part of the flue system, other than room-sealed appliance flues (up to 1 metre in length).
- Servicing and maintaining electric boilers.
- Repairing or replacing parts of your central heating system and controls that are specifically designed for piped or electric underfloor heating (other than warm-air systems).
- Any boiler over 70kW and/or not purpose built for domestic use.
- Repairing or replacing appliance flues, or flue terminals that are not a part of the flue system, other than room-

sealed appliance flues (up to 1 metre in length).

### **3.3 Plumbing and Drains Cover**

You get all the benefits and terms of Plumbing Cover plus drains (see 8.11 'Drains' for further information).

#### **3.4 Drains**

The following are included in your Agreement:

- Restoring flow by getting to and unblocking or repairing drainage pipes and waste pipes (shown in pink on the diagram on page 4), for example, unblocking sinks, waste and rainwater drains. This applies to pipes that you are responsible for within the boundary of your property.
- Parts and labour are included up to £1,000 (including VAT) for each claim to access your system and make repairs. 'General Conditions' apply (see section 2.3).

#### **3.4 Electrical Cover (and £50 Excess version) is a product designed to meet the needs of householders who want protection against various problems with their electrical wiring and fixtures.**

The following are included in your Agreement:

- Repairing electrical wiring and electrical fixtures inside your Home (shown in blue on the diagram on page 4) and within outbuildings (as long as the outbuildings supply is not connected to a separate electricity meter). This covers the fixed electrical wiring system and fuse boxes, light switches, wall sockets, light fixtures, circuit breakers and transformers.
- Parts and labour are included for fitting standard replacement parts, for example we will replace all fittings with our nearest equivalent standard white plastic, brass or chrome-effect fitting
- unless you give us an alternative to use.
- Dealing with outside security and doorway lighting fitted less than ten metres above ground level.
- Repairing damage to wiring caused by rodents. (However, this only applies if you do not leave the property unoccupied for a continuous period of four weeks or more).
- Repairs to electric doorbells (not including door-entry systems), bathroom extractor fans and smoke alarms connected to the wiring of your Home.
- Repairing accidental damage to the electrical wiring inside your Home but only if you accidentally damage a hidden electrical cable by puncturing it with a nail, screw or similar fastening and this results in a failure of all or part of your electrical system.
- Repairing accidental damage, if caused by you, to your light switches, light sockets or plug sockets. If a replacement is needed, we will fit standard replacement parts unless you give us an alternative to use.
- Costs up to £1,000 (including VAT) we would have to pay to get access your system or appliance to make a repair (for example, pipes buried in walls or built-in appliances) and making good any damage caused by the work. Making good damage caused by gaining access means filling or plastering to make level but does not include any redecoration (this will be your responsibility).
- We do not include the cost of getting to your appliance if your system is not accessible due to a design fault.

#### **3.5 Drains exclusions**

These exclusions plus 'General Exclusions' apply (see section 2.4).

The following are not included in your Agreement:

- Repairs to drains that are the responsibility of the local water authority (even if they are within the boundaries of your property).
- Repairing or replacing manholes, soakaways, septic tanks, cesspits, treatment plants and their outflow pipes.
- Regularly cleaning your drains and any de-scaling of your drains.
- Removing, replacing or repairing any part of the drain which is damaged but does not result in a total blockage of the drain.
- Repairing or unblocking drains which are used for mainly commercial purposes.
- Making access to drain systems points of entry (such as manhole covers) if these have been built over.
- Repairing or replacing any steel or lead pipes.
- Dealing with temporarily frozen pipes which have not resulted in confirmed damage.

#### **3.6 Home Electrical Cover exclusions**

These exclusions plus 'General Exclusions' apply (see section 7).

The following are not included in your Agreement:

- Repairing controls, pumps, detectors, timers, programmers and electric showers.
- Repairing or replacing the mains supply up to the fuse box.
- Repairing the parts of the power supply between your Home and the outbuildings on your property that are outside of the buildings.
- Repairing or replacing wiring encased in rubber or lead.
- Repairing accidental damage to the main electrical consumer unit or fuse box.

#### **3.7 Plumbing Cover exclusions**

These exclusions plus 'General Exclusions' apply (see section 2.4).

The following are not included in your Agreement:

- Replacing ceramic discs in taps.
- Replacing taps.
- Replacing bath and shower seals or grouting.
- Repairing or replacing water softeners, shower pumps and mixer valves, combined overflow and pop-up waste

mechanism, all electrical hot water pumps and parts of your water system that are designed to increase mains pressure, water filters, radiators, swimming pools, decorative garden features, rainwater pipes and guttering, waste disposal units, macerators such as Saniflo, and electrical units for toilets.

- Water pipes to or from and in detached outbuildings, fountains, swimming pools, ponds, other decorative garden features, garden taps, treatment plants, rainwater pipes, roofs, guttering or other external property.
- Repairing water supply pipes shared with another property or properties that are not your responsibility or outside the boundary of your property.
- Repairing or replacing manholes, soakaways, septic tanks, cesspits, treatment plants and their outflow pipes.
- Repairing and replacing lead and steel pipes (other than for your water supply pipe).
- Dealing with temporary frozen pipes which have not resulted in confirmed damage.
- Costs up to £1,000 (including VAT) we would incur to get access to your system/appliance in order to make a repair (for example, pipes buried in walls or 'built-in' appliances) and making good. Making good damage caused by gaining necessary access means filling or plastering to make level but excludes any redecoration.

### **3.8 Complaints**

We will always aim to do our best. However, there may be times when things go wrong. If you have a complaint about any part of our service or your products, please phone us on 01236 433777 or write to us at the address on the front of your contract.

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

### **3.9 Compensation Agreements**

This is an optional service if you have a boiler and controls or central heating Agreement with an Annual Service and would like to pay for more convenient time slots for your Annual Service as well as prioritised response times for repairs if your appliance breaks down.