

ScottishPower Boiler Care Service Promise

This Promise is subject to exclusions and limitations set out in these terms and conditions. Please read these terms and conditions carefully.

Boiler Care Service Promise Terms and Conditions

1. This Promise is made by ScottishPower Energy Retail Limited, having its registered office at 320 St. Vincent Street, Glasgow, G2 5AD (“**we**”, “**our**” or “**ScottishPower**”), in conjunction with Domestic & General Services Limited and Domestic & General Insurance PLC, (both “**Domestic & General**”).
2. The “**Promise**”: if there is a boiler breakdown at a Qualifying Applicant’s (defined below) property and there is a complete failure of heating or hot water and as a result this is reported to Domestic & General before 8:00 PM, an appointed engineer will endeavour to attend the property by the end of the next working day following the day that the breakdown was reported (“**the Next Working Day**”). For the avoidance of doubt, “**Working Day**” shall mean Monday to Friday, excluding public holidays, within the hours of 9:00 AM to 8:00 PM. If the appointed engineer fails to attend a reported breakdown by the end of the Next Working Day (a “**Delay**”), the Qualifying Applicant shall be entitled to payment of an amount of £50 (the “**Payment**”). This Promise pertains to attendance at a Qualifying Applicant’s property only, and it does not include, or extend to, any maintenance or repair of the boiler. For the avoidance of doubt, we do not provide any promise or guarantee that the Qualifying Applicant’s boiler will be repaired or maintained, and this Promise only extends to the appointed engineer’s first attendance at the Qualifying Applicant’s property in response to the reported breakdown.
3. The award of Payment will always be subject to these terms and conditions (these “**Terms**”).
4. The Promise will run from 24 September 2024 until 31 March 2026 (both dates inclusive) (the “**Promise Period**”). ScottishPower may, at its sole discretion, extend the Promise Period. Customers will be notified of any extension to the Promise Period.
5. The Promise is open to all ScottishPower customers who:
 - a. are legally resident in the UK (excluding Northern Ireland);
 - b. are aged 18 years or over;
 - c. are domestic (non-commercial) customers of ScottishPower who have purchased and currently have one of the following “**Maintenance and Support Plans**” and/or “**Insurance Policies**” (both detailed as follows):
 - i. Maintenance and Support Plans (provided by Domestic & General Services Limited):
 - Boiler & Service Care £0 call out fee
 - Boiler & Service Care £99 call out fee
 - Boiler, Radiator & Service Care £0 call out fee
 - Boiler, Radiator & Service Care £99 call out fee; or
 - Landlord Boiler & Service Care
 - ii. Insurance Policies (provided by Domestic & General Insurance Plc):
 - Boiler Insurance £0 Excess
 - Boiler Insurance £50 Excess
 - Boiler Insurance £99 Excess
 - Boiler & Radiator Insurance £0 Excess
 - Boiler & Radiator Insurance £50 Excess
 - Boiler & Radiator Insurance £99 Excess
 - Heating & Plumbing Protect £0 Excess
 - Heating & Plumbing Protect £50 Excess
 - Heating & Home Emergency Protect £0 Excess

- Heating & Home Emergency Protect £50 Excess; and
- d. have either: (1) received confirmation at the point of purchase that this Promise will apply; or (2) received a notification from ScottishPower at a later date confirming that this Promise will apply. (“**Qualifying Applicant(s)**”)
 6. For the avoidance of doubt, if you have not received confirmation that this Promise will apply to you, then this Promise shall not apply to you, and you will not be: (i) deemed a Qualifying Applicant; or (ii) entitled to the Payment.
 7. The Payment will be released to the Qualifying Applicant via BACs payment or cheque within 20 Working Days of the Delay being notified. Qualifying Applicants will be notified that a Delay has occurred by email to the most recent email address which ScottishPower holds on its system for the Qualifying Applicant or, failing that, to the Qualifying Applicant’s most recent postal address.
 8. ScottishPower reserves the right to verify the eligibility of all customers and has the right to refuse the award of Payment for all claims that it believes to be duplicates, materially incorrect or fraudulent.
 9. All claims for Payment will be subject to verification by our technical team. The time of the customer’s initial report and the circumstances of the breakdown will be reviewed.
 10. Where a Delay has not been automatically identified by us, but a customer believes a Delay has taken place, the customer should notify ScottishPower of this via telephone on 0800 0015214, between the hours of 8:00AM to 8:00PM between Monday to Friday and 8:00 to 5:00PM on Saturday. ScottishPower shall investigate the customer’s claim and determine, at its sole discretion, if the customer should receive the Payment. The customer will be advised of the outcome.
 11. This Promise does not apply if the Delay is due to circumstances beyond our control, including but not limited to severe weather conditions (such as snow, floods, or extreme winds) natural disasters, or civil unrest that prevents access to the property. In the event that our appointed engineer is able to attend the customer’s property to carry out a repair before the end of the Next Working Day, but the customer declines the visit, the Promise shall not apply, and no Payment will be due. Similarly, if the engineer attends the property within the timescales but there is no adult (18 years of age or over) at the property to allow safe access, the Promise shall not apply, and no Payment will be due.
 12. **Our entire liability under this Promise is limited to the payment of the £50 Payment and does not cover any additional costs or damages incurred due to the Delay. With the exception of the £50 Payment to Qualifying Applicants, ScottishPower, its agents or distributors, and Domestic & General, will not in any circumstances be responsible or liable to compensate any customer or Qualifying Applicant or accept any responsibility or liability for any damage, loss, liability, personal injury or disappointment incurred or suffered by any applicant or Qualifying Applicant in connection with the Promise except when any applicable law prohibits any exclusion of liability or responsibility.**
 13. Please note that this Promise pertains to attendance only and ScottishPower does not promise that any Qualifying Applicant’s boiler will be repaired; and further attendance may be required by our appointed engineer. In such circumstances, no aspect of this Promise shall apply to any follow-up visits including: (i) the timeframe for attendance detailed in these Terms; and (ii) the award of the Payment.
 14. Customers are responsible for providing accurate information and permitting safe access to the property for our appointed engineers. ScottishPower accepts no responsibility or liability for: (i) any inaccurate information provided by a customer; or (ii) the customer’s failure to permit safe access to the property, which results in the Payment not being applied in accordance with these Terms.
 15. Where our appointed engineer fails to attend the customer’s property by the end of the Next Working Day, but it is later determined that the customer did have heating and hot water, no Payment will be due.
 16. Only one Qualifying Applicant can make a claim for Payment under this Promise per boiler breakdown but a Qualifying Applicant is not prevented from making separate subsequent claims during the Promise Period on a boiler which has previously broken down and been repaired and

in respect of which, prior to that repair or repairs, they made a claim or claims for Payment.

17. Without prejudice to paragraph 18, the Payment amount is not open for negotiation or reinterpretation. The Payment amount is a fixed sum and is not subject to change based on any of the Qualifying Applicant's specific circumstances.
18. This Promise may be withdrawn or suspended at any time for new claims where it is reasonable for ScottishPower to do so. ScottishPower reserves the right to amend these Terms of this Promise on one week's notice.
19. These Terms are in addition to the Boiler Care Maintenance and Support terms and conditions, the Boiler Care Insurance terms and conditions and the Heating, Plumbing and Home Emergency terms and conditions, available at:
www.scottishpower.co.uk/boilercareterms, www.scottishpower.co.uk/boilerinsuranceterms,
www.scottishpower.co.uk/homeemergencyterms
20. By accepting or making a claim for Payment, the customer agrees to these Terms. ScottishPower reserves the right to refuse to award the Payment to anyone in breach of these Terms.
21. These Terms shall be governed by the laws of Scotland and shall be subject to the exclusive jurisdiction of the courts of Scotland.
22. ScottishPower will process personal data for the purposes of the Promise and to address any queries about it. More information about how ScottishPower manages your personal data, including how to exercise your data protection rights, is available in the Privacy Information Notice at www.scottishpower.co.uk/privacy. For customers with Boiler Care plans or policies, Domestic & General will process personal data in accordance with their privacy notice at www.domesticandgeneral.com/mydata/scottishpower

The Maintenance and Support Plans are provided by Domestic & General Services Limited. Registered in England and Wales. Company no.1970780. Registered office: Swan Court, 11 Worple Road, Wimbledon, London. SW19 4JS.

The Insurance Policies are underwritten by Domestic & General Insurance PLC. Registered in England and Wales. Company no.485850. Registered office: Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS.

ScottishPower Energy Retail Limited is an appointed representative of Domestic & General Insurance PLC which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.