

Terms and conditions

These are the terms and conditions for **your** repair product, which is part of **your** Home Recover plan. Please read all of the enclosed information carefully. It explains what **we** will and won't repair, and provides other important information – like how to cancel or complain.

Words with special meanings

In this contract, words which have a special meaning will appear in bold. Each word with special meaning is listed with the definition below.

We/our/us: CORGI HomePlan Ltd trading as OVO Energy. **Your** contract is with CORGI HomePlan Ltd.

You/your: The person(s) named on your welcome letter.

OVO Energy

'OVO Energy' is a trading name of CORGI HomePlan Ltd. The company registration number is SC358475, and the registered address is Cadworks, 41 West Campbell Street, Glasgow, G2 6SE. In these terms and conditions, references to 'OVO Energy', 'we', 'us', or 'our' are references to CORGI HomePlan Ltd trading as OVO Energy.

Data protection and how we use your details

We'll treat all information as private and confidential, and strictly according to the UK General Data Protection Regulation. See **our** website for **our** Privacy Policy and for full details on how **we** use **your** personal data (ovoenergy.com/home-services-privacy-policy).

Marketing

OVO Energy and other OVO Group companies might use **your** information to contact **you** by post, email, or phone about products and services **you** might be interested in. **We'll** only do this if **you've** given **us** consent to do so. If **you** no longer want **us** to use **your** information in this way, please let **us** know.

Your contract

This contract is a legal contract between you and CORGI HomePlan Ltd, trading as OVO Energy. It's for a fixed-price repair for a single or primary fault to your mains gas boiler and central heating, electrics, plumbing, or internal drains and waste pipe - subject to these terms and conditions. We won't cover the cost, or be responsible for any costs or services, for anything outside of this contract. You can take advantage of this fixed-price repair on the condition that you purchase the OVO Energy Complete home emergency insurance policy (Insurance Policy) at the same time, keep the Insurance Policy in place for a period of 12 months, and adhere to the terms and conditions of the Insurance Policy. The contract for your Insurance Policy is a separate agreement, and is a contract of insurance between you and OVO Insurance Services Ltd.

Legal

We might assign or transfer all, or any part, of our rights and/or obligations under this contract without your consent. You can't transfer your interest in this contract to anyone else, without our consent in writing.

Any notices will be in writing and sent to your billing address by post, or emailed to you. We'll assume you've received the notice 2 business days after we've sent it in the post, or on transmission of our email. (Weekends and public holidays are not considered business days.)

Unless stated otherwise in these terms and conditions, please send any notices to: CORGI HomePlan Ltd trading as OVO Energy, PO BOX 3129, Worthing, BN11 9QS, or email:

customerservices@ovoenergy.com

Any delay – on **our** part or **yours** – in enforcing any term of this contract won't prevent **us** from enforcing that term later.

The clauses in this contract all apply separately, so if any court or authority tells **us** that a certain clause is unenforceable, the rest of the contract will still apply.

What to do if you have a complaint about your repair

Our commitment to great customer service

At OVO Energy, **we'll** always aim to do **our** best, but unfortunately there might be times when things go wrong.

If **you** have a complaint about your repair, please contact **us** by:

Telephone: 0330 102 8905

■ Email: <u>customer-relations@ovoenergy.com</u>

Post: OVO Energy, PO BOX 3129, Worthing, BN11 9QS

We will:

Acknowledge your complaint promptly

Investigate your complaint quickly and thoroughly

Keep you regularly informed

Resolve your complaint as soon as possible

 Use complaint analysis to improve customer service in the future

We'll aim to send **you** a final response letter within 8 weeks of receiving **your** complaint. If **you're** still unhappy with this response, then **you** have the right to seek legal advice or ask Utilities ADR to offer a dispute resolution service by contacting:

Utilities ADR, 12 Walker Avenue, Stratford Office Village, Wolverton Mill, Milton Keynes, MK12 5TW

Telephone: 0203 598 7390

Email: enquiries@utilitiesadr.co.uk

Website: www.utilitiesadr.co.uk

If you ask or appoint someone to act on your behalf, you must give written authority to allow us to deal with them.

Cancelling the contract

If **you** want to cancel **your** contract, please contact **us** by:

Telephone: 0330 102 8905

Email: <u>hi@ovoenergy.com</u>

Post: OVO Energy, PO BOX 3129, Worthing, BN11 9QS

We may cancel this contract where we have identified serious grounds, including but not limited to:

- Failure to provide us with information we've requested
- Failure to make payment for your contract
- Fraud or suspected fraud

- The use or threat of violence or aggressive behaviour against our staff, contractors, or property
- The use of foul or abusive language
- Nuisance or disruptive behaviour
- You no longer own the property

Cancellation period and cancellation fees

If we decline to repair the fault in relation to the exclusions listed in this contract, any payment you have made for this contract will be refunded.

If this repair contract is cancelled before **our** engineer attends, any payment **you** have made for this contract will be refunded.

If this repair contract is cancelled after **our** engineer starts work, **we** will not refund any payment **you** have already made.

If either we or you cancel the Insurance Policy purchased as a requirement of this repair contract before its first renewal, you will be charged £120 for a completed central heating or boiler repair, or £70 for any other completed repair. This charge will be applied in addition to any cancellation fees on your insurance Policy.

General conditions and exclusions

We will not carry out repairs under this contract in commercial or tenanted properties. You must own the property in which the repair is to take place.

We aren't liable for any delay, inconvenience, damage, or loss. This includes – but isn't limited to – loss of earnings caused by or due to an event or circumstance beyond our control (e.g. a pandemic or extreme weather conditions).

It is your responsibility to arrange and pay for any additional access required by the engineer to diagnose a fault or carry out the repair e.g. lifting floor boards or coverings, exposing walls and ceilings, or removing cupboards. This includes tracing and exposing waste or water leaks from internal pipework. We will not be liable for any redecoration, the restoration of walls, ceilings, fixtures, and fittings, or the replacement of floor coverings once we finish.

The engineer will decline the repair if they can't gain access, they are subject to physical or verbal abuse, or encounter a risk to health and safety (e.g. infestation, presence of hazardous materials, working in a loft space where permanent boards, railings, lighting, or ladders aren't in place). In this event, we'll contact you to discuss how any issues might

be resolved. Subject to any exclusions and/or conditions of this contract, **we** will only use parts from the manufacturer or an approved supplier when attending a repair. Replacement parts will have similar functionality but not necessarily the same features. If parts are no longer available, we won't be able to complete the work. If this happens, we'll refund any payment you've made.

Should the original fault reoccur, we will re-attend under the terms of this contract if you notify us within 30 days of the initial repair. Otherwise, a new, unrelated claim will be raised as part of your Complete home emergency insurance policy.

Your repair

For boiler and central heating system faults

We will repair:

- Mains gas boilers only, unless deemed as commercial by their manufacturers or have an output that exceeds 45kW
- Integral controls
- Thermostats and frost thermostats
- The circulating pump
- Motorised valves
- The time clock or programmer
- The primary flue and draught diverter, or any flue or flue terminals under 1 metre in length (not including the central heating water pipework or controls)
- The external thermostat
- Radiators and valves
- Feed and expansion tanks
- Pipes and fittings

Non-standard radiators or towel rails will be replaced with one of similar functionality, but not necessarily the same features. These include, but are not limited to, those made from glass, marble, stone, wood, or cast iron, and those with intricate or curved designs.

For electrical faults

We will repair:

Electrical circuits including the fuse box, circuit breakers, sockets, and light fittings – providing the electrical supply is 240v and the damage occurs within **your** home, beyond the electricity company's supply meter, or other monitoring or measuring device. Light fittings are defined as the electrical cable and fixings, up to and including:

- Standard light bulb holders
- Standard light switches

- Standard dimmers
- Standard individual downlight fittings embedded into ceilings
- Standard fluorescent tube fitting

For plumbing faults

We will repair:

- The hot and cold water pipes internal to your home, between the stopcock and your taps or appliances
- Leaking or dripping taps and non-ceramic tap washers
- Leaking or running toilets, including the repair of toilet ballcocks, valves, and syphons

For internal drains and waste pipe faults

We will repair:

Leaking or blocked internal drains and/or waste pipes, in order to restore operation. We'll only replace the drain or waste pipe if the replacement cost is the same or less than the repair cost.

Repair exclusions and limitations

For all repair types, we won't repair:

- 1.1. Faults unrelated to the primary fault, or carry out additional remedial work to prevent faults from reoccurring.
- 1.2. Steel or iron pipes.
- 1.3. Equipment, appliances, pipework, wiring, or fixtures that have not been installed, operated, or maintained in accordance with manufacturer's instructions, statutory regulations, or British Standards.
- 1.4. If the repair is only necessary as a result of a change in legislation, health and safety guidelines, or to meet best practice.
- 1.5. Any part of an alternative, green, renewable energy or dual-purpose system. These include, but are not limited to wind, hydro, solar, or thermal recovery (e.g. solar panels, solar photovoltaic panels, battery storage inverters, energy storage systems, heat pumps, or dual purpose cylinders).
- 1.6. Accidental damage, or damage caused by misuse, negligence, or poor workmanship.
- 1.7. Equipment, pipework, drains, wiring, or fixtures that are shared, or that **you** are not solely responsible for.
- 1.8. Any faults outside or under the house or flat, or in outbuildings or garages.

- 1.9 Damage caused by or arising from corrosion, sludge, scale, or other debris.
- 1.10 Cisterns, sinks, baths, showers, swimming pools, whirlpool bathtubs, or spa baths including pumps and valves.
- 1.11 Decorative features including but not limited to ponds, fountains, and any associated pipes, valves, or pumps.

In addition to the above, the following exclusions and limitations relevant to your chosen repair apply.

For boiler and central heating system faults, we won't repair:

- 2.1 The boiler, if our engineer determines that it's beyond economical repair. The cost of parts from reputable suppliers (including VAT) to repair should not exceed 75% of the retail price of a new boiler with the same output as your boiler from our chosen supplier.
- 2.2 Cylinders of any type.
- 2.3 Electric heaters.
- 2.4 Condensate lift pumps.
- 2.5 Non-standard or extended flue systems.
- 2.6 Gas appliances (other than the mains gas boiler) or additional parts e.g. gas fires, or any other gas-fired device, boiler protection kits, heat recovery systems,
- 2.7 Separate gas hot water heaters.
- 2.8 Central heating systems and/or heating controls specifically designed for piped or underfloor heating.
- 2.9 Remote control central heating systems, mobile phone or any other internet connected heating control equipment whose primary purpose is operating **your** central heating system.
- 2.10 Warm air central heating systems, back boilers, and dual-purpose boilers (e.g. Aga, Rayburn, or similar).
- 2.11 Electrical elements in radiators.
- 2.12 Any filter or related device for the purpose of removing sludge, scale, or other debris from **your** central heating or plumbing system unless integral to the boiler.

For electrical faults, we won't repair:

- 3.1 Electrical faults that require a full system rewire
- 3.2 Fluorescent light starters, decorative light fittings, or transformers for decorative or low voltage lighting
- 3.3 Any wiring that is sheathed or cased in fabric

3.4 Any device which can be plugged into the electricity supply or operates using electricity, including – but not limited to – alarms or security systems, light bulbs, extractor fans, electric showers, and domestic appliances

For plumbing faults, we won't repair:

- 4.1 Water softeners and water filters, combined overflow and pop-up waste mechanisms
- 4.2 Hot water pumps or any part of **your** water system designed to increase mains water pressure
- 4.3 Ceramic discs in taps (usually found in mixer tap valves)
- 4.4 Leaking toilet pans or shower trays
- 4.5 Macerator units for toilets e.g. Saniflo

And **we** won't replace: taps, faucets, shower heads, hoses, riser rails, shower mixer valves, or electric shower units.

For internal drains and waste pipe faults, we won't:

- 5.1 Repair pumps and any associated pipes, electrics, and valves e.g. sewage pumps, water softeners, waste disposal units, and macerators.
- 5.2 Remove from drains and or waste pipes any items deemed to be unsuitable for disposal in drains, public drains, and sewers.

Our contact information

If you have any questions, please contact us by:

- Telephone: 0330 102 8905
- Email: <u>customerservices@ovoenergy.com</u>
- Post: OVO Energy, PO BOX 3129, Worthing, BN11 9QS

Telephone lines are open Monday to Friday 8am to 8pm, and Saturday 8.30am to 5pm (closed Sunday, Christmas Day, Boxing Day, and 1st and 2nd January). To help continually improve customer service, calls might be recorded. For more information on **our** services and tips to help **you** keep **your** home running smoothly, visit <u>ovoenergy.com</u>

National Gas Emergency

If you smell gas, call the National Gas Emergency Service FREE straight away (0800 111 999).