

# Easy Online+BoilerCare Gold 6 months on us



## Key benefits and features

This tariff includes 6 months BoilerCare Gold on us. This is provided through our partner, Domestic & General Services Limited.

- 6 6 months BoilerCare Gold on us**  
Six months of BoilerCare Gold on us, worth £74.40 (see terms and conditions below).
- ✓ Maintenance and support**  
For your mains gas domestic boiler (your boiler must be below 15 years old when you take out the plan) and controls. You'll get an annual service of your boiler and ongoing maintenance hints and tips, helping you to keep your boiler running smoothly. If we need to attend your property to carry out a repair, there's a £50 call-out fee.
- £ Fixed rates**  
Guaranteed no energy price rises until your tariff ends

You can get this dual fuel (electricity and gas) tariff if you're the owner-occupier of your home. You'll also have to:

- pay us for your energy by Direct Debit
- take out an annual BoilerCare Gold maintenance and support plan with Domestic & General
- pay Domestic & General for the final six months of your annual BoilerCare Gold plan by Direct Debit at £12.40 a month (we pay the first six months for you).

You need to decide for yourself if the BoilerCare Gold plan meets your needs. If you already have a plan or an insurance policy for your boiler, you should compare benefits before signing up to this offer.

## ABOUT THESE TERMS AND CONDITIONS

We've laid out the key terms and conditions of our Easy Online+BoilerCare Gold 6 months on us tariff in the next section, followed by Direct Debit rules, and the full terms and conditions.

Please also read Domestic & General's full terms and conditions for BoilerCare Gold – as by signing up to this tariff you confirm you've read and agreed to these. We have also included a summary of the BoilerCare Gold terms and conditions. Please pay particular attention to the eligibility requirements.

We've tried to summarise what we believe to be the key terms of the tariff, but they're all important and you may have a different view of what is most significant to you. That's why it's important you read our full terms and conditions and let us know if you have any questions. We'll send updated copies at least once every 12 months, but you can ask for a copy at any time by contacting us on **0333 200 5100** or going to [edfenergy.com/tariff-info](https://www.edfenergy.com/tariff-info).

Your full BoilerCare Gold plan documents will be sent to you by Domestic & General separately.

## CHARGES

Your energy prices and the date your tariff ends are set out in your Tariff Information Label. These won't change until the date your Easy Online+BoilerCare Gold plan 6 months on us tariff ends or your payment type changes. You can end this contract at any time by giving us notice. However, if this contract ends more than 49 days before its end date for any reason you may need to pay an exit fee. You can find out what exit fees apply and the value for the tariff you are on by viewing the relevant tariff information label at [www.edfenergy.com/til](https://www.edfenergy.com/til) or by calling us. Ending your energy contract will not affect your BoilerCare Gold maintenance and support plan with Domestic & General.

If you don't pay in line with your payment method or payment frequency which you have agreed to at the time of entering into this contract, your contract may end or change and/or you may incur a late fee. This could result in a change to your payment method, payment frequency or charges, or all. You'll get at least seven working days' notice of this. If we make any other change which is to your disadvantage, we'll tell you and give you the chance to change supplier. We'll explain what you need to do and when, at the time. You are ultimately responsible for any charges incurred in accordance with these terms.

The amount of energy you use is worked out in pence per kilowatt hour. For gas, we need to convert the consumption recorded on your meter into kilowatt hours. The method of calculation we use can be found on the back of each bill we send you.

## DIRECT DEBIT AND PAYMENT METHOD

As you pay for your energy by Direct Debit, we need to agree the fixed amount you need to pay at first to cover your yearly energy costs. We'll then review this amount every 12 months. We might carry out more frequent reviews, but this isn't guaranteed. Unless we decide that it's necessary to do so, we won't alter your Direct Debit at the point you make any extra 'one-off' payments or when you change your tariff, but at each review we will take account of one-off payments you have made and changes to your tariff rate.

We review your Direct Debit payments in line with our Direct Debit rules, which form part of these terms. You can find them at [edfenergy.com/directdebitrules](https://www.edfenergy.com/directdebitrules).

## PAY AS YOU GO RULES

Pay as you go is a quick and easy way to pay for your energy and the smart way to budget and keep track of your energy and is exclusive to customers with a smart meter. Pay on the app, online, in-store or over the phone. We recommend that if you prefer to make payments like this, low balance alerts are set up for one or both fuels. The alerts sent by SMS or email will let you know if your balance for either fuel goes below a pre-set threshold. Just make sure you keep an eye on your balance to make sure you've always got credit to cover your usage. You can set up your low balance threshold using the EDF App or in MyAccount. A low balance alert will be triggered when the fuel reaches the balance threshold you've set up. If you choose pay as you go as your payment method, this will operate in accordance with our 'Pay As You Go Explained' leaflet, which contains information on auto top up and low balance alert and is available at [edfenergy.com/paygpolicy](https://www.edfenergy.com/paygpolicy) or to request a copy contact us on 0333 009 7111. For more information on how these functions work please visit [edfenergy.com/paygpolicy](https://www.edfenergy.com/paygpolicy).

## RECONCILIATION

From time to time there may be discrepancies between PAYG customers' meter(s) and their account. EDF reserves the right to refund/deduct any over or underpayment for energy charges and make any metering adjustments. You should always check your balance and ensure your account is topped up with credit, as your meters could self-disconnect if there's no credit and you'll run out of power.

## IF YOU DON'T PAY AS YOU AGREED, YOUR PAYMENT METHOD AND CHARGES MAY CHANGE AND YOU MAY INCUR A LATE FEE

If you don't pay our bills in the way we've agreed you may incur a late fee and/or, we can switch you to another payment method (which could involve changing your meter too) and this may increase the price you pay for your energy. If this means we fit a prepayment meter you may be responsible for the costs, which we'll tell you about at the time.

If you're struggling, you can pay through deductions to social security you receive, by regular instalments or by using a prepayment meter (provided we consider this

safe and practical).

### SWITCHING

#### Switching to us

Provided you have provided sufficient information and no exemptions apply, your supply will start within 5 Working Days from the earlier of your cooling period ending or your instruction to transfer during the cooling off period. Should you choose to cancel during your cooling off period the terms of this tariff continue to apply until you have either:

- (i) agreed another tariff with us;
- (ii) switched to another supplier; or
- (iii) 15 days has passed since your cancellation.

### EASY ONLINE+BOILERCARE GOLD PLAN 6 MONTHS ON US

Signing up to this tariff means you agree to:

- Manage your account entirely online – access our online help centre anytime <https://www.edfenergy.com/for-home/help-support/help-centre>; get support from our advisers by either chat, WhatsApp or SMS, but not through our call centre
- Provide a valid email address and register for MyAccount
- Receive your bills, account information and updates electronically
- If you do not have a smart meter you agree to have one fitted, or, if you decide you don't want one installed, you can opt out by letting us know
- Have both your electricity and gas supplied by EDF

### BoilerCare Gold

The BoilerCare Gold Plan is provided by Domestic & General:

- Looks after your gas boiler and controls. You'll get an annual service of your boiler and ongoing hints and tips through Domestic & General's online portal, helping you to keep your boiler running smoothly.
- Repairs will be carried out by Gas Safe engineers if your equipment stops working or fails the annual service with a £50 call-out charge.
- Provides for a replacement boiler up to £750 if your boiler cannot be repaired (installation costs are not included).
- Your boiler needs to be under 15 years old at the start of the plan term, otherwise we cannot provide a plan for you or pay for the first 6 months of the plan.
- The BoilerCare Gold Plan is only available for customers signing up on digital channels who have a Standard or Economy 7 meter.

By signing up to Easy Online+ BoilerCare Gold Tariff, you acknowledge that relevant details will be sent to Domestic & General to set up a direct debit for the boiler plan

once the free 6 months period ends. This includes sending your name, address, and bank sort code and account number to the provider (Your details). They will use your details to set you up a Direct Debit to pay for your plan (you'll pay a set amount of £12.40 per month during the last six months of your 12 month plan) and in accordance with their privacy policy.

By signing up to this tariff you confirm you have read and accept the provider's terms and conditions for BoilerCare Gold. If you do not meet the eligibility criteria or conditions of BoilerCare Gold, you will not be eligible to receive any benefits under the BoilerCare Gold plan.

We'll pay for the first six months of your BoilerCare Gold plan as soon as the Cooling-Off period on your Online+BoilerCare Gold 6 months on us tariff has ended.

Domestic & General will send your BoilerCare Gold Plan documents within 30 days of your tariff cooling off period ending (give us a call on 0333 200 5100 if you don't get them).

These will include:

- Confirmation of your BoilerCare Gold Plan start date
- BoilerCare Gold Plan Terms and Conditions
- Your direct debit guarantee and full details of when your payments will start

Your documents will be sent by email or paper, in accordance with your noted preference when you sign up to the energy tariff.

If you are not satisfied with your BoilerCare Gold plan, you may cancel it with Domestic & General within 14 days of receiving your plan documents by calling 0800 497 0707 .

If you change supplier or tariff, your BoilerCare Gold Plan will still continue, unless you contact Domestic & General to cancel it.

Domestic & General may give a refund if they collect payment in advance. For the first 6 months they will not charge for any repairs or services provided. After this if repairs have been given then no refund will be due and Domestic & General may charge for the repair but this will be capped at the total plan fee. Cancelling your plan with Domestic & General will not affect your energy tariff.

You'll get a plan renewal reminder shortly before the expiry of your annual plan contract. Your BoilerCare Gold plan will renew automatically, unless you cancel your plan with Domestic & General within 14 days of receiving your renewal documents from Domestic & General. If you notify us prior to the tariff end-date that you no longer live at the property in question, you will not be able to transfer your BoilerCare Gold Plan to your new home. Your BoilerCare Gold Plan will come to an end when you move. You will also need to notify Domestic & General when you move, so they can cancel your BoilerCare Gold contract.

## DIRECT DEBIT RULES

Direct Debit is an easy way to pay for your energy and helps you budget for your bills. It's good value too – because you'll benefit from a lower unit rate for your energy.

### BUDGET DIRECT DEBIT

To pay using our Budget Direct Debit plan we first need to agree a fixed amount to cover your energy costs.

### HOW WE CALCULATE YOUR DIRECT DEBIT

We estimate how much we think you'll spend on your energy over the coming year based on information we have in our records, such as your previous energy usage and your type of property. When it's time for your Direct Debit review, we also take into account any balance on your account. We then divide this annual cost into 12 monthly payments, which are spread equally across the year. This means that you won't end up paying more in winter or less in summer – just the same amount all year round.

### HOW BUDGET DIRECT DEBIT REVIEWS WORK

We review your Direct Debit every 12 months. We might carry out more frequent reviews, for example if we receive a meter reading, but this isn't guaranteed. Unless we decide that it's necessary to do so, we won't alter the amount you pay by Direct Debit at the time you make any extra 'one-off' payments or when you change your tariff, but at each review we will take account of one-off payments you have made and changes to your tariff rate.

### WHY YOUR DIRECT DEBIT AMOUNT MIGHT CHANGE

After we've completed the annual review, if your Direct Debit needs to increase or reduce to cover your estimated annual energy cost, we'll let you know and make the necessary changes. To avoid your agreed payments changing too often, we'll only alter them between annual Direct Debit reviews if we think your payments need to change by more than 10% to cover your total energy costs for the year. Latest details can be found at [edfenergy.com/directdebit](https://www.edfenergy.com/directdebit)

If you don't pay in line with your payment method or payment frequency which you have agreed to at the time of entering into this contract, your contract may end or

change. This could result in a change to your payment method, payment frequency or charges, or all.

### HOW ANY DEBIT OR CREDIT IS BALANCED OUT

Once we've completed your review, if we have an up to date meter reading and we find your account is in credit or in debit, we'll usually update your monthly payment amount to spread the balance across the following 12 payments. In exceptional circumstances we may collect the full debit amount you owe from your bank account. In these cases we'll try to get in touch at least 12 working days beforehand.

### IF YOU WANT TO PAY YOUR AMOUNT IN FULL DIRECT DEBIT WHOLE AMOUNT EVERY MONTH OR EVERY THREE MONTHS – HOW IT WORKS

- Every month/three months you'll get a reminder from us asking you to read your meter or pay your regular payment amount.
- If you give a valid meter reading by the date we ask you to, we'll use this to send you a bill for the amount we'll collect from your account for that month or three months. So you can be sure you're paying for your actual use.
- We'll also check your regular payment amount to make sure it's set correctly and that you're paying for what you use.
- If you don't give us a reading, we'll ask you to pay a 'regular payment amount' which we work out by calculating how much energy we expect you to use in a year and dividing this into 12 equal payments. We look at any meter readings you've sent us or we've taken for you – if a meter reader visits your property for example. If you have less than two meter readings for your account, we will look at the size of your home and how you use your energy to make sure you're paying the right amount.
- If you change your tariff, we'll check that your regular payment amount is set correctly.
- If you don't send us a meter reading, we'll collect the amount shown on the regular payment amount.
- You can give us meter readings online through **MyAccount** or the **EDF app**, any time you like.

# TERMS AND CONDITIONS

## DEFINITIONS

**'charges'** – our charges for supplying energy, including any Green Deal charges which apply.

**If you don't pay as agreed, your charges may change**

Please see clauses 4.2, 4.3 and 4.4 for details.

**'cooling off period'** – means the 14-day period starting the next day after signing up with us during which you can cancel this contract without paying any applicable exit fee.

**'distributor'** – the companies licensed to deliver energy to your premises.

**'Easy Online+BoilerCare Gold 6 months on us'** - The tariff that you've agreed to be supplied on.

**'end date'** – the date your tariff ends, which is shown in your Tariff Information Label.

**'energy'** – residential gas or electricity (or both) and all related services.

**'exceptions'** – the conditions set out in Standard Licence Condition 14A.1 of our gas and electricity supply licence.

For example, these include:

- if your previous supplier objects to transferring the supply;
- we don't have the information needed despite taking reasonable steps to get it; or
- the supply transfer is prevented by any other circumstance outside of our control where we've taken reasonable steps to deal with the problem.

**'Green Deal charges'** – the charges for energy-efficiency measures installed at your premises that we must collect through energy bills in line with the Government scheme known as 'Green Deal'.

**'metering equipment'** – the energy meter and other related devices, like key cards or in-home display devices.

**'payment method'** – payment by either direct debit, cash or cheque, pay as you go or any other method we determine.

**'Plan'** – BoilerCare Gold Plan as detailed in your plan document from the Provider.

**'premises'** – any part of any land, building or structure you've asked us to supply energy to.

**'prepayment meter'** – an energy meter operating in a mode which requires a customer to pay charges in advance. both for a traditional and/or Smart meter

**'Property'** – the house you live in and is used for domestic purposes only.

**'Provider'** – Domestic & General Services Limited.

**'registered supplier'** – the supplier registered with the local metering point administration service or metering point registration service who is responsible for supplying energy to your premises.

**'supply start date'** – for each fuel, the date from when we become the registered supplier for your premises.

**'supply transfer'** – transferring responsibility for supplying energy to your premises from another supplier to us, so we can become the registered supplier.

**'we', 'us', 'our'** – EDF Energy Customers Ltd, registered office: 90 Whitfield Street, London, W1T 4EZ, incorporated in England and Wales (Trading as EDF Energy).

**'working day'** – means a Monday to Friday excluding public holidays in England.

**'you'** – the Plan holder and EDF customer.

## Tariff Feature Terms

The following terms (A-F) relate specifically to the 12 month Plan provided by the provider included in the Easy Online+BoilerCare Gold 6 months on us tariff.

- A. By signing up to Easy Online+ BoilerCare Gold Tariff, you acknowledge that relevant details will be sent to Domestic & General to set up a direct debit for the boiler cover once the free 6 months period ends. This includes sending your name, address, and bank sort code and account number to the provider (Your details). They will use your details to set you up a Direct Debit to pay for your plan (you'll pay a set amount of £12.40 per month during the last six months of your 12 month plan) and in accordance with their privacy policy.
- B. By signing up to this tariff you confirm you have read and accept the provider's terms and conditions for

BoilerCare Gold. If you do not meet the eligibility criteria or conditions of BoilerCare Gold, then you will not be eligible to receive any benefits under the Plan.

- C. To be eligible for BoilerCare Gold as part of this tariff:
- your boiler must be located at the property supplied by EDF;
  - The BoilerCare Gold Plan:
    - Looks after your boiler and controls. You'll get an annual service of your boiler and ongoing maintenance hints and tips, helping you to keep your boiler running smoothly.
    - Repairs will be carried out by Gas Safe engineers if your equipment stops working or fails the annual service with a £50 call-out charge
    - Provides for a replacement boiler up to £750 if your boiler cannot be repaired (installation costs are not included)
  - you must be the owner-occupier of the property and be responsible for paying the bills at that address;
  - you must meet the eligibility criteria and conditions for the Plan. These include a requirement that the boiler is below 15 years old when the plan is first taken out and that the boiler is in good working order. Please see Page 1 on the attached Domestic & General Services Ltd. MAINTENANCE & SUPPORT PLANS FOR YOUR BOILER TERMS AND CONDITIONS, under the heading 'What heating system is eligible for this plan?';
  - you must meet the eligibility criteria for the Easy Online+BoilerCare Gold 6 months on us tariff, such as agreeing to transfer both fuels onto the tariff; and
  - you must agree to pay all charges due under the energy and maintenance plan contracts by Direct Debit before you complete your purchase.
  - The BoilerCare Gold Plan is only available for customers signing up on digital channels who have a Standard or Economy 7 meter.
- D. The cooling off period on your Easy Online + BoilerCare Gold 6 months on us tariff ends.
- E. The provider will set up a Direct Debit for you to pay the final six months of your BoilerCare Gold Plan at £12.40 per month. Payment will show on your bank statement as D&G Boiler Care
- F. You can end your Easy Online+BoilerCare Gold 6 months on us tariff at any time by giving us notice. This will not affect your plan contract with the provider. If you change supplier or tariff, your Plan will still continue, unless you contact the provider to cancel it.
- G. If you are not satisfied with your Plan you may cancel it within 14 days of receiving your documents from Domestic & General by calling them on 0800 497 0707.
- H. If you move home and no longer live at the property in question during the Plan period, you will need to notify Domestic & General. You will not be able to transfer your Plan to your new home. Your Plan will come to an end when you move.

## 1. Introduction

- 1.1 This is a contract for us to supply energy to you. By entering into it you agree to keep to its terms. Please read it carefully so you understand your responsibilities. The standards we must meet in supplying energy to you, and the compensation arrangements that apply if we fail to meet these, are set out in the Standards of Performance booklet.
- 1.2 You are responsible for making sure your premises are connected to all relevant distributors' networks. If they're not currently connected, please contact our live chat team by visiting [edfenergy.com/myaccount](http://edfenergy.com/myaccount).
- 1.3 Our responsibility to supply your premises (and your responsibility to pay for the supply) begins on the supply start date. From this date and for as long as we're the registered supplier, all energy that passes through your meter or which is supplied to the premises will be treated as being supplied under this contract, even if you have a contract with any other person.
- 1.4 This contract continues until it is ended in line with clause 7. After this time, if you want to receive a further supply, you will need to enter into a new

contract with us. Any supply made during any period where there is no contract between us will be governed by our 'deemed terms of supply' published under the Gas Act 1986 and Electricity Act 1989.

## 2. Access

- 2.1 You agree to give us, our contractors or any person we tell you about, safe, full, free and unrestricted access to your premises and all metering equipment and other fittings used in connection with supplying your premises. If obstructions prevent access, you must remove them and pay any costs involved. We may also charge you if you don't let us know at least 48 hours beforehand if access won't be available at the time of a booked appointment.
- 2.2 You are responsible for all pipes, equipment, wires and cables, and all other fittings used in connection with supplying energy on your side of the meter and their maintenance and safe condition. (Your side of the meter starts at the point energy leaves your meter after the meter has measured it, and includes your home wiring). Any energy losses that happen on your side of the meter are your responsibility. If you ask for a meter inspection at your premises, we may charge you.
- 2.3 You must make sure that your premises have a suitable meter installed that meets relevant industry standards for safety, accuracy and reliability and which is capable of providing all the information we need to provide and measure energy in line with the type of tariff you have chosen. If the premises do not have a satisfactory meter installed or the meter is not in a suitable place, we may replace, reposition or reprogramme it (for which we may charge you) or we may change your tariff to one that we consider appropriate (which may affect your prices). We will not be responsible for any fault relating to metering equipment we do not own or that has not been provided on our behalf. You should call us if you are not sure if your metering equipment is appropriate.
- 2.4 If you have a 'smart meter' that we can read without coming to your premises, you agree that:
- (a) it and the in-home display unit must not be removed from the premises without our permission;
  - (b) we may use it to remotely monitor the energy you use;
  - (c) we may remotely repair and update it, switch it from credit to prepayment or disconnect your supply (or both)
  - (d) we may use information from it to work out your bill, offer you appropriate tariffs and other products (including via any associated in-home display device) and for any other purposes in line with the information policy; and
  - (e) from time to time the information from your smart meter may not correctly reflect the energy you have used. In such circumstances, we reserve the right to apply the correct charges which will be applied to your smart meter or reflected in a separate bill.
- 2.5 You must make sure that all metering equipment is not damaged, stolen or lost and is kept in safe condition. You must tell us immediately if there is any damage or fault to the metering equipment. We may recover any costs we have to pay for replacing or repairing the metering equipment (including any call-out charges), unless the loss or damage is caused by something we have done or failed to do.
- 2.6 If your contract ends, we may recover any metering equipment we have provided to you and you will give us, our contractors or any person we tell you about, all the access we need to do this.

## 3. Energy price, tariff features and charges

- 3.1 You agree to pay all charges due under this contract which are not genuinely disputed, even if the charges are based on an estimate of your energy use.
- 3.2 Any customer who has signed up to be supplied by EDF on the Easy Online+BoilerCare Gold 6 months on us tariff, acknowledges that they have agreed to transfer of bank details to the provider to set up a Direct Debit for monthly payments, will be provided with 6 months on us of BoilerCare Gold as part of an annual BoilerCare Gold Plan. This applies to one household only.



- 3.3 You agree to have both your gas and electricity on this tariff, and pay for your energy by Direct Debit. You can end this contract at any time by giving us notice. However, if this contract ends more than 49 days before its end date for any reason you may need to pay an exit fee. You can find out what exit fees apply and the value for the tariff you are on by viewing the relevant tariff information label at [www.edfenergy.com/til](http://www.edfenergy.com/til) or by calling us. Signing up to this tariff means you also agree to:
- Manage your account entirely online – access our online help centre anytime <https://www.edfenergy.com/for-home/help-support/help-centre>; get support from our advisers by either chat, WhatsApp or SMS, but not through our call centre
  - Provide a valid email address and register for MyAccount
  - Receive your bills, account information and updates electronically
  - If you do not have a smart meter you agree to have one fitted, or, if you decide you don't want one installed, you can opt out by letting us know
  - Have both your electricity and gas supplied by EDF
- 3.4 We may at any time (except if you are supplied through a prepayment meter or if it is otherwise not reasonable), ask you for a reasonable deposit (or other form of security) towards the charges (a 'security deposit'). If you don't provide this, we may give you notice to end this contract in line with clause 7. If we decide a security deposit is no longer needed, we may use it to pay off any debt you owe us.
- 3.5 We can charge you any reasonable costs and expenses we have to pay in carrying out our responsibilities to you. This includes any reasonable costs connected with distributors' services, recovering money you owe, and disconnecting, reconnecting or replacing any metering equipment.
- 3.6 You can ask for up-to-date information on our tariffs and charges which apply, and any other charges we might make for other services. To do this contact our live chat team by visiting [edfenergy.com/myaccount](http://edfenergy.com/myaccount) or visit [edfenergy.com/](http://edfenergy.com/) additional charges
- 3.7 Smart meters automatically send us your meter readings, meaning that you don't have to. Smart meters help make estimated bills a thing of the past and allow you to take control of your energy consumption. It is your choice whether or not you would like to have a Smart meter installed at your property. By signing up to this tariff you agree to either having a Smart meter fitted when we're installing them in your area, or letting us know if you'd prefer not to have one.

#### Energy prices

- 3.8 The charges for your Easy Online+BoilerCare Gold 6 months on us tariff are set out in your Tariff Information Label which you should have received as part of your contract letter and will commence on the tariff start date we have specified or agreed with you. The charges which apply to you depend on your supply area, the type of your meter, payment method and the structure of your tariff.
- 3.9 Except for a change in law, regulation, tax or duty which affects us in a way that is beyond our reasonable control, or the introduction of a new tax, duty, charge, or levy which we have to or are allowed to recover from you through your energy bill (or bills), the prices and terms and conditions for your Easy Online+BoilerCare Gold 6 months on us tariff will not change until the end date.
- 3.10 If you're already an EDF customer and are changing your tariff, you won't receive the benefits of your new tariff (for example its prices) until we process the change. We'll write to you to confirm when this will happen.
- 3.11 The Easy Online+BoilerCare Gold 6 months on us tariff is only available if you have a standard credit meter, Economy 7 credit meter or any non STD complex credit meter for the energy you want us to supply under this contract. If you have a different type of meter, we may need to supply you on a different tariff, which is likely to have different prices and features. If we find this is the case, you agree that we may supply you on whichever of our other

tariffs we believe is most suitable for you. We will write to you to let you know if this happens.

- 3.12 Whilst we'll endeavour to provide you access to our online channels 24/7, from time to time, we may have to carry out scheduled maintenance. During these times, MyAccount may not be available.
- 3.13 The Easy Online+BoilerCare Gold 6 months on us tariff is only available for customers who are not in debt to us. If you have, or at any time agree, an instalment plan with us to pay outstanding debt then we are permitted to refuse to offer, or supply you on, the Easy Online+BoilerCare Gold 6 months on us tariff. If we do so, we will inform you of alternative tariffs we offer. If you fall into debt while supplied on Easy Online+BoilerCare Gold 6 months on us then we may terminate this contract. If we do, and continue to supply you, then you will be supplied on our deemed contract scheme, and will be charged our deemed contract scheme prices for cash/cheque customers, which are available at [www.edfenergy.com/sites/default/files/r505\\_deemed\\_rate\\_card.pdf](http://www.edfenergy.com/sites/default/files/r505_deemed_rate_card.pdf)
- 3.14 The payment method for this tariff is Direct Debit. If you fail to pay by Direct Debit, we will transfer you onto our deemed contract scheme and different prices may apply to your supply

#### Zero Carbon Electricity

- 3.15 At the end of each fuel mix reporting year, we'll make sure we have allocated enough nuclear generation declarations to match the total volume of electricity supplied under this contract. The fuel mix reporting year begins on 1 April and ends on 31 March the following year. UK Fuel Mix disclosure information, published by the Government (BEIS) recognises electricity from wind, solar and nuclear fuel produces zero carbon dioxide emissions at the point of generation.

#### 4. Changes to terms

- 4.1 If, within 20 working days of your Easy Online+BoilerCare Gold 6 months on us tariff coming to an end, either: (a) you agree a new fixed term tariff with us; or (b) another supplier formally lets us know that they will become your registered supplier and your switch goes ahead within a reasonable period, we'll extend your current prices and terms until the transfer happens (a 'tariff extension'). We'll do this unless you're changing supplier and have charges on your account that have been outstanding for 28 days or more. In those cases we may tell the other supplier that we're preventing the transfer until you've paid. We'll tell you if this happens, and as long as you then pay the charges within 30 working days your transfer will be able to go ahead and we'll apply the tariff extension provided you do transfer to your new supplier within a reasonable period.

#### Our right to change terms

- 4.2 We are allowed to change all terms of supply at any time, as long as the change is not to your disadvantage. Any changes will apply from the date we publish them on our website. **If you don't pay as you agreed, your charges may change.**
- 4.3 If you have a debt which is still not paid after 28 days or if you fail to keep to any payment method we agree with you, we may change your payment method or payment frequency (which could involve changing your meter too). Or we may treat this as you giving us notice to end your contract under clause 7.1. In either case, if you continue to take energy from us, this could, result in your charges changing. If this happens, we'll give you seven working days' notice, explaining what changes will be made and why.
- 4.4 If you or we end this contract and we continue to be your registered supplier, if you haven't agreed a new tariff with us then you may move to our 'deemed contract scheme', which has different prices and terms and conditions. These are available at [edfenergy.com/sites/default/files/r505\\_deemed\\_rate\\_card.pdf](http://edfenergy.com/sites/default/files/r505_deemed_rate_card.pdf). If this happens, or if we change your contract under clause 4.3, you will no longer benefit from features such as any fixed-price period.

#### Your right to change terms

- 4.5 You are allowed to change any of the following terms at any time.

- (a) Type of meter – as long as you have paid all charges due for your energy and your tariff supports your chosen new meter, you may change your current tariff from standard metering to multi-rate (for example, Economy 7) metering, and vice versa.
- (b) Moving home – if you move home and the payment method and meter type at your new home support your existing tariff, you may change the premises being supplied to your new premises. If you decide to do this, you must tell us which fuels you want us to supply at your new premises so that we can apply to become the registered supplier for those fuels and you will need to agree a new tariff with us that we have available at that time for your new premises..

- 4.6 To do any of the above you need to ask us. If you do, the changes will apply once we have processed your request. Your charges may change as a result, and you agree to this. You may also have to pay costs associated with changing your meter. We will explain any changes to your charges and any extra costs to you at the time.

#### 5. Billing

- 5.1 We will give you a bill or statement at least once a year, but we may send you a bill or statement at any time, or in line with your agreed payment method and communication preferences. We will charge you for your energy usage based on the amount of energy we reasonably consider that you have consumed (or which we estimate you have consumed in accordance with paragraph 5.2 below) for the period covered by your bill, up to a maximum period of twelve months except where the charges relate to circumstances where:
- a) we have previously taken steps to recover payment for charges which are older than this,
  - b) we have not taken action to recover such older charges because of any act or omission on your part, or
  - c) any other circumstance applies which our regulator confirms that we may seek to recover charges relating to consumption that is older than twelve months.

Where we don't have an up to date meter reading we will bill you based on an estimated reading using the information that we have available about your property, however to help us to improve the accuracy of your bills please provide us with an up to date and accurate meter reading at least once per year.

- 5.2 We have the right to estimate your usage if we don't have all the information we need (including the energy you have used during any period) to work out the charges you owe us. We'll estimate using information we have about the energy used at the premises. This may take into account adjustments to reflect seasonal changes in use and previous meter readings, or the characteristics of your home and household energy use, or price changes.
- 5.3 If your meter is not read immediately before the supply start date, or we reasonably believe that the reading we have is not accurate, we may estimate the amount of energy supplied during the period beginning with the supply start date and ending with either:
- (a) the date the meter is first correctly read after the date we start supplying you; or
  - (b) the date your contract with us ends; whichever is earlier.
- 5.4 Where this contract ends, we'll take all reasonable steps to send you a final bill within 6 weeks. Where new information becomes available, we'll send you a corrected final bill as soon as reasonably practicable.
- 5.5 The amount of energy you use is worked out in pence per kilowatt hour. For gas, we need to convert the consumption recorded on your meter into kilowatt hours. The method of calculation we use can be found on each gas bill we send you.

#### 6. Payment

- 6.1 You must pay your bill by the due date on the bill (or if a due date is not given within 14 calendar days of the bill date) using the payment method we have agreed with you.
- 6.2 If you have a debt which is still not paid after 28 days or if you fail to keep to any payment method we

agree with you, we will treat this as you giving us notice to end your contract with us under clause 7.1.

- 6.3 We have the right to use or transfer any debts or credits you have on your energy account: (a) with a previous supplier to us; or (b) with us to a new supplier. Either of us can use credit you have on accounts with us to pay off debt you owe us or our group companies.
- 6.4 If you are being supplied at premises where Green Deal charges apply, we'll collect these from you through your bill or statement. You must pay Green Deal charges using the same payment method as you pay for your energy. You cannot choose a different method. We'll only collect Green Deal charges that become due after we start supplying you, and we'll pass them on to your Green Deal provider.
- 6.5 If you owe us any outstanding charges, and you send us a payment that does not cover these charges, we'll put it towards whichever debt and in whichever proportions we consider appropriate.

#### Direct Debits

- 6.6 As you pay for your energy by Direct Debit, we need to agree the fixed amount you need to pay at first to cover your yearly energy costs. We'll then review this amount every 12 months. We might carry out more frequent reviews, but this isn't guaranteed. Unless we decide that it's necessary to do so, we won't alter your Direct Debit at the point you make any extra 'one-off' payments or when you change your tariff, but at each review we will take account of one-off payments you have made and changes to your tariff rate.
- 6.7 Whenever we review your Direct Debit, we'll estimate the cost of the energy you will use (your 'estimated annual energy cost') up to the date of the next annual Direct Debit review date. This will be based on your past energy use, current prices, and any debt or credit on your account. If your Direct Debit needs to change by more than a 'specified (set) percentage' to cover your estimated yearly energy cost, we'll let you know and make the changes. To avoid changing your payments too often, we won't adjust your Direct Debit if it would result in a change of less than the specified (set) percentage.
- 6.8 If, on the date we review your Direct Debit your account is in credit or in debit, we'll usually update your monthly payment amount to spread the balance across the following 12 payments. If your account with us is in debt by more than our 'specified debt amount' we'll let you know and take the amount of the debt from your bank account. By choosing to pay by Direct Debit, you agree to these payment terms. (You can find our current specified (set) percentage and specified debt amount, together with more information on paying by Direct Debit, on our website at [edfenergy.com/directdebit](http://edfenergy.com/directdebit)).
- 6.9 Apart from where you or we change the way you pay our charges under clause 4.5 or 4.7, if you choose to pay by Direct Debit, you must continue to use that payment method to pay the charges. If you fail to do so, we will write to you, explaining what has happened and giving you a date when you need to re-start your Direct Debit. If you don't do so by this time, we can move you onto the cash/cheque or Pay As You Go prices for your current tariff. You can find the current cash/cheque and Pay As you Go prices for your current tariff by viewing the relevant tariff information label at [edfenergy.com/til](http://edfenergy.com/til), or by calling us.

#### Debt

- 6.10 If we agree a payment method with you, you must pay charges in line with it. If not, we can withdraw it and all outstanding charges will then be due in full.
- 6.11 If you don't pay our bills in the way we've agreed, we can switch you to another payment method and this may increase the price you pay for your energy (see clause 3.3). If this means we fit a prepayment meter, clause 2 will apply, and you may be responsible for the costs, which we'll tell you about at the time. If you're struggling, you can pay through deductions to social security you receive, by regular instalments or by using a prepayment meter (provided we consider this safe and practical).

- 6.12 If you fall into debt and we agree with you to pay this debt via an installment plan, we may move you to our Cash Cheque prices version.
- 6.13 If you are late in paying any of our bills and fail to pay it in full after we have reminded you to pay, we may charge you a £10 late payment charge for that bill.
- 6.14 If your contract ends and you do not pay the charges due under the contract within 28 days of it ending, we may transfer to your new supplier the right to recover those charges from you (within certain limits set out in our licence). Equally, in line with the same limits, when your contract begins, your previous supplier may grant us the right to recover any unpaid charges from your contract with them. In these circumstances, you agree that we can collect from you the amount you owe, plus reasonable costs.
- 6.15 We'll only take debt recovery actions which we consider to be proportionate.

#### 7. Ending your contract

- 7.1 In addition to clause 7A, you can also end this contract at any time by:
- (a) asking another supplier to become your registered supplier (your new supplier should then formally contact us and this contract will end when they become your registered supplier); or
  - (b) giving us notice as set out in clause 7.3. If you do this, you will still be responsible for paying our charges for the period we are your registered supplier. If we continue to be your registered supplier after you try to end this contract, unless you agree a different contract, you will move onto our deemed contract scheme.
- 7.2 If you use your right under clause 4.5(c) and want to stop taking one of the fuels we supply (for example, you go from dual fuel to electricity only), you may do so if:
- (a) another supplier becomes your registered supplier for that fuel; or
  - (b) your new premises do not receive a supply of that fuel (for example, if your new premises is not connected to the distributor's system) and you do not arrange for it to start receiving one. In these cases, this contract will no longer apply to the relevant fuel.
- 7.3 Unless you use your right under clause 4.5(c), if you change premises you must give us notice so we can end this contract. If not, you'll still be legally responsible for the charges at the original premises. After you receive notice, we will have two working days to cancel the contract.
- 7.4 If you use your right under clause 4.5(c) and we are not already the registered supplier for your new premises, our responsibilities to you under this contract will be suspended from the date you leave your old premises until the date we become the registered supplier of your new premises. The contract will stay in place while it is suspended, and you will still be responsible under it for bills relating to energy used at your old premises up until a new person takes over that responsibility.
- 7.5 We can end our arrangements with you under this contract by giving you written notice except if we are acting under clause 7.6 (in which case, we do not need to give you any notice).
- 7.6 We are entitled to end this contract immediately in any of the following circumstances.
- (a) You do not keep to any of its terms.
  - (b) You no longer own, rent or use the premises.
  - (c) You have any form of bankruptcy or insolvency proceedings brought against you.
  - (d) We reasonably believe that you have stolen energy or deliberately interfered with any metering equipment.
  - (e) There is a risk of danger to you or others if we continue the supply.
  - (f) Circumstances beyond our reasonable control mean we are not able to carry out our duties under this contract (for example, anything any other energy supplier, distributor, or other person does or fails to do).
  - (g) We are no longer licensed as an energy supplier or are asked to stop supplying you by Ofgem or another industry regulator.

(h) You fail to pay by Direct debit; we have this right even if you don't have a debt on your account.

- (i) Ofgem issues a direction to another supplier telling them to take over the supply to your premises, including in circumstances where Ofgem has decided that there has been an event, or a situation has arisen, which means it is allowed to take away our supply licence; and has decided to do so.
- 7.7 If we're entitled to prevent energy being supplied to you under the contract (including disconnecting your premises), you agree to let us (and our agents) into your premises at all reasonable times to do this.
- 7.8 Ending your contract will not affect any rights and responsibilities you or we had before the contract ended, or which are due to come into force or continue after the date it ended. Clauses 5.4, 6.3, 6.11 and 6.15 continue to apply even after our supply licence has ended.
- 7.9 If you are responsible for paying Green Deal charges, your responsibility continues after this contract ends and your new supplier will collect your Green Deal charges when they take over your supply.
- 7.10 In advance of the tariff end date we'll write to remind you that your Easy Online + BoilerCare Gold 6 months on us tariff is ending. You can then:
- (a) switch to one of our other tariffs, as long as your new tariff is already available or becomes available within 20 working days of the end date (if you do so we'll let you stay on your Easy Online + BoilerCare Gold 6 months on us tariff prices until you move onto your new tariff);
  - (b) switch to another supplier (as long as they formally let us know within 20 working days of the end date that they will become your registered supplier within a reasonable period, we'll let you stay on your Easy Online + BoilerCare Gold 6 months on us tariff prices until your switch goes through); or
  - (c) if you don't do (a) or (b), we'll arrange for your energy accounts to be automatically transferred on the end date to the most appropriate standard variable or fixed tariff that we have on offer at the time based on your current type of meter and payment method. We'll include the prices for this tariff when we write to you.
- 7.11 You can end this contract at any time by giving us notice. However, if this contract ends more than 49 days before its end date for any reason you will need to pay an exit fee. You can find out what exit fees apply and the value for the tariff you are on by viewing the relevant tariff information label at [www.edfenergy.com/til](http://www.edfenergy.com/til) or by calling us.

#### 7A Switching

- 7A.1 Unless you confirm to us that you are happy to switch during your cooling off period, we will not look to transfer your supplies to us until after the cooling off period has ended.
- 7A.2 Provided you have provided us with sufficient information to complete your transfer to us, and unless one of the exemptions in Standard Licence Conditions 14A.1 applies, we will arrange for your supply to start with us within 5 Working Days after you telling us you want us to complete the transfer within the cooling off period, or if you do not do so within 5 Working Days after the cooling off period ending. If one of the exemptions in Standard Licence Conditions 14A.1 does apply, we will arrange for your supply to start with us within 5 Working Days after the final exemption has been resolved.
- 7A.3 Where you have asked us to start your supply with us prior to the expiry of the cooling off period, and you then cancel your contract with us, during the cooling off period, we will continue to supply you on the terms of this tariff until the earlier of:
- (a) you agreeing to another energy tariff with us;
  - (b) you switching to another supplier; or
  - (c) 15 working days from the date that we acknowledge your request to cancel your contract with us.

## 8. Limits to our legal responsibilities

- 8.1 We are only legally responsible to you as set out in these terms and conditions. We have no other duty or legal responsibility to you, and all responsibilities, guarantees and any other conditions implied by law or otherwise will not apply, as far as this is allowed by law.
- 8.2 We will not be legally responsible to you for any event or circumstance beyond our reasonable control.
- 8.3 We are not legally responsible to you in any way for any indirect or direct loss of income, business or profits, or for any other loss or damage that could not reasonably have been expected at the time we entered into this contract, other than that caused by us acting fraudulently. Also, we will not be legally responsible to you for any loss you suffer as a result of your responsibilities to any other person (however this is caused).
- 8.4 If we are legally responsible to you under these terms, except as set out in clause 8.5 below, the maximum amount we will accept responsibility for is £10,000 for all incidents that lead to loss or damage (however it happens).
- 8.5 Nothing in these terms will exclude our legal responsibility for death or personal injury caused by our negligence or legal responsibility resulting from us failing to carry out our legal duty under Part 1 of the Consumer Protection Act 1987 or for fraud.
- 8.6 This clause applies even after this contract has ended. As far as it excludes or limits our legal responsibility, it takes priority over any other contract term.

## 9. Other conditions that apply

- 9.1 We can transfer all or any of our rights and legal responsibilities under your contract without your permission by giving you written notice (unless we are acting under clause 7.6, in which case we do not need to give you any notice).
- 9.2 Your rights and duties under this contract apply only to you and cannot be transferred to any other person without our written permission.
- 9.3 If we don't enforce any part of this contract at any time, this will not stop us from doing so in the future.
- 9.4 To help us improve quality, we may monitor and record calls that you or we make in relation to customer services and telemarketing.
- 9.5 If you need to give us notice under this contract, you must follow our instructions in any related communications on how to provide that notice.  
You may communicate any general notices to us in writing to the address shown on your contract, by email to CP@edfenergy.com or by contacting our live chat team at edfenergy.com/myaccount
- 9.6 As part of this contract, you confirmed to receive bills, notices and communications from us online or by email. We have set up your account so that all bills, notices and other communications we send you under our supply licence are provided to you electronically through our MyAccount service, or if appropriate by email. These could include notices relating to: price changes, information about tariffs coming to an end, responses to complaints or questions, and other information about our legal responsibilities to you. It will also include bills, annual statements, and initial reminders about any outstanding debt on your account. We may still send you any of these things by post if we decide it is appropriate to do so.
- 9.7 These terms and conditions, the contract letter and any other documents we refer to make up the whole contract for the service between you and us.
- 9.8 We will not break any term of this contract by acting in line with any rights or carrying out any duties under our supply licences or any other relevant industry agreements or laws.
- 9.9 Nothing in this contract affects our rights under our energy-supply licences or other relevant laws.
- 9.10 If any term of this contract is found not to be valid or cannot be enforced in full or in part, the rest of the contract will continue to apply as normal.
- 9.11 The laws of England apply to each contract with us and any disputes relating to your contract and all non-contractual disputes which relate to the services may only be heard in the English courts.

## 10. Making a complaint

- 10.1 If we've let you down in any way, we want to put it right quickly. It's always best to get in touch with us first on 0333 200 5100 (Monday to Friday from 8am to

8pm and Saturday 8am to 2pm) email customer\_correspondence@EDFenergy.com or write to Freepost EDF CUSTOMER CORRESPONDENCE. Details of our complaint handling procedure can be obtained at edfenergy.com/makingacomplaint. If you're not satisfied with the way we've handled things after contacting us there are other options you can take.

You can contact the Complaints Resolution Team by calling 0333 200 5101 (8am to 5pm, Monday to Friday), email [complaintresolution@edfenergy.com](mailto:complaintresolution@edfenergy.com) or write to: Freepost EDF COMPLAINTS RESOLUTION

- 10.2 If, after eight weeks, you're still not satisfied with the way we've handled your complaint, you can phone the Ombudsman Services: Energy on 0330 440 1624 (9am to 5pm Monday to Friday). Or, you can email them at [enquiry@ombudsman-services.org](mailto:enquiry@ombudsman-services.org) or visit [ombudsman-services.org/energy](http://ombudsman-services.org/energy). The Ombudsman is free, independent. If the Ombudsman finds we have not acted correctly, they will make recommendations on how we can put this right. This might include:
- (a) an apology or explanation;
  - (b) compensation; or
  - (c) any other relevant action.
- They may investigate your complaint if you are a residential or microbusiness customer and if you have received a deadlock letter from us or if you are unhappy with the handling of your complaint and eight weeks have passed since you first made the complaint to us.
- 10.3 Contact Citizens Advice if you need help with an energy problem - for example with your bills or meters, or if you're struggling to pay for the energy you use. They're the official source of free and independent energy advice and support. Go to [citizensadvice.org.uk/energy](http://citizensadvice.org.uk/energy) or call them on 0808 223 1133. Calls are charged at your normal rate.

## 11. National terms of connection – electricity

- 11.1 Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether or not site-specific connection terms exist. If you want to know the identity of your network operator, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU: phone 0207 706 5137, or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk)
- 11.2 You accept that if we also provide you with gas under this contract, we have entered into an arrangement with your gas shipper in order to provide you with a gas supply. If your gas shipper suspends your supply for a period of time because of a gas shortage, we will pass on any compensation payment due to you as soon as possible after we receive the payments from the gas shipper.

## 12. Supply characteristics - electricity

As required by law, the electricity delivered to your premises through the distribution system will be supplied: (a) if you have a single-phase supply, normally at 230 volts declared alternating voltage, with an allowed range of voltage variation from plus 10% to minus 6%; (b) if you have a three-phase supply, normally at 400 volts nominal alternating voltage, with an allowed range of voltage variation from plus 10% to minus 6%; and at either of the above voltages at a frequency of 50 hertz, with a permitted nominal variation of plus or minus 1%.

## 13. Information policy

- 13.1 We respect your privacy and are committed to providing you with a clear understanding of how we use your data. To find out about the ways in which we protect and use your data, please visit our Privacy Notice and Policy at [edfenergy.com/yourprivacy](http://edfenergy.com/yourprivacy)  
If you'd like a hard copy of the privacy policy you can contact us on 0333 200 5100 and we'll post it to you.



# Maintenance and Support Plan Summary



This document provides a summary of your plan.

## What is a Maintenance and Support Plan?

This plan is designed to provide ongoing maintenance and support to help ensure your heating equipment continues to work correctly. The heating equipment protected by this plan includes your boiler, time control, central heating circulating pump, motorised valve(s), zone valve(s), diverter valve(s), room thermostat and the cylinder thermostat.

## What does this plan provide?

- ✓ An annual service to help maintain your heating equipment
- ✓ Ongoing hints and tips to keep your heating equipment in good working order
- ✓ Exclusive access to our Boiler Care portal
- ✓ Repairs if your heating equipment fails the annual service or stops working
- ✓ Repairs and annual services by expert Gas Safe engineers
- ✓ A replacement boiler worth up to £750 if required (installation costs not included)

## What is excluded?

- ✗ Any damage to your heating equipment including accidental, cosmetic, or malicious damage
- ✗ Sludge, blockages, or hard water scale deposits (i.e. calcium)
- ✗ Costs incurred as a result of not being able to use your heating equipment
- ✗ Oil/electric/hydrogen/LPG boilers, warm air heating systems, combined heating power units, and flue systems from the boiler, thermal stores, their feeds, outlets or controls
- ✗ Pre-existing faults or problems, or any work needed to upgrade your boiler or system to meet current industry standards

## Am I eligible for the plan?

- You will need to be at least 18 years old and resident in the United Kingdom
- Your heating equipment should be owned by you, be in good working order and under 15 years old when this plan starts. It cannot be located on a boat or in a mobile home
- Your boiler should be out of guarantee and cannot be of commercial/industrial grade (e.g. having more than 70 kilowatts per hour, or 238,850 BTU output), or be used for business purposes

## What are my responsibilities?

- To give us true, factual and not misleading information
- To install and use your heating equipment in accordance with the manufacturer's instructions
- To take reasonable steps to limit damage if your heating equipment breaks down or malfunctions
- To arrange any work required to make your heating equipment accessible, compliant with all relevant safety standards and safe to work on (if your heating equipment is unsafe it must not be used again until the fault has been corrected)
- To ensure someone is home for when you have booked the annual service or onsite visit (if you do not you may be charged a call-out fee)
- To ensure parking is available within 100 yards of your home when you have booked an onsite visit.
- To pay us the call-out fee of £50 before an onsite visit is arranged.

## When does the plan start and end?

Your plan will start as soon as EDF are supplying you with electricity and gas on the qualifying tariff; and you've passed your 14-day cooling-off period for your energy contract. It lasts for a year (unless ended in accordance with the terms and conditions).

Your protection will automatically continue for another year with a new plan at renewal, unless you tell us otherwise.

If you cancel in the 14 day cooling off period you will receive a full refund. After the cooling off period and the first 6 month period, if you cancel and you have not received a repair, we'll refund any fee already paid by you for the remaining full months of your plan. If you have received a repair, we will not give you a refund and you will have to pay the cost of the repair. This will be capped at the plan fee, less any fees you have already paid in the current period.

If at any time, we replace your heating equipment, your plan will automatically end with no refund due. Where there's a valid reason, we may cancel your plan by giving you at least 7 days' written notice. We'll refund any fees paid for the remaining, unexpired days of your plan. Valid reasons include not complying with your responsibilities, non-payment, fraudulent activity or threats, abusive behaviour/ language towards our staff or suppliers.

## How do I cancel the plan?

You can call us on 0800 497 0707 or write to us. Our address is: Domestic & General Services Limited, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP. Alternatively, you can download a cancellation form from [www.domesticandgeneral.com](http://www.domesticandgeneral.com) and send it to us by post. To cancel, you will need to provide your plan number and contact details.

## How do I complain?

If you wish to complain or you are unhappy with the service provided, please call 0800 497 0707 or write to us at the address shown in the section above. You can also email us by clicking on 'contact us' on our website. If you are not satisfied with how we respond, you can then ask the Consumer Ombudsman to review your case. They can be contacted at: Consumer Ombudsman, PO Box 1263, Warrington WA4 9RE, on their website [www.consumer-ombudsman.org](http://www.consumer-ombudsman.org) or by email at: [complaints@consumer-ombudsman.org](mailto:complaints@consumer-ombudsman.org)

## Language, governing law and statutory rights

We will communicate with you in English and English Law will apply unless we agree otherwise with you. Nothing in the conditions will reduce or affect your statutory rights. For further information about your statutory rights, contact the Citizens Advice Bureau via their website, [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or by calling them on 03454 04 05 06.

## MAINTENANCE & SUPPORT PLANS FOR YOUR BOILER TERMS AND CONDITIONS

This plan provides you with services to help keep your boiler maintained, supported and in good working order. These terms and conditions set out your and our responsibilities in relation to your plan.

### Definitions

**boiler:** the mains-connected natural gas boiler cared for by this plan (this only includes the parts inside the boiler casing; it does not include the flue).

**controls:** the programmer (time control), central heating circulating pump, motorised valve(s), zone valve(s) or diverter valve(s), room thermostat and the cylinder thermostat. All elements of the controls must be standard.

**heating equipment:** the boiler and its controls, cared for by this plan. Your heating equipment does not include the system.

**home:** the property at the address we have listed against the plan.

**Maintenance & Support Services:** the maintenance and support services set out in "What Maintenance & Support Services does the plan provide?" below.

**plan:** this contract for maintenance and support services.

**system:** the radiators (excluding decorative or curved ones), radiator valves, expansion tank, the above-ground visible pipework directly associated with the provision of central heating (excluding any taps and their direct supply) and vented hot water cylinders holding less than 40 gallons or 182 litres. The system does not include thermal stores, their feeds, outlets or controls.

**thermal store:** cylinders running directly off mains pressure water, and not from a cold-water storage cistern/tank, and can often be identified as a cylinder which is not open to the atmosphere.

**we/us/our:** Domestic & General Services Limited, the provider of the plan, a company registered in England and Wales under company no. 1970780 with its registered office at Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS.

**you/your:** the person named on your plan certificate.

### What does this plan provide?

This plan provides maintenance and support for your heating equipment, as long as it is operated in a domestic environment. It is designed to help make sure your heating equipment continues to work correctly and to minimise the chances of mechanical and electrical breakdown. Note, while your boiler is still under its manufacturer's guarantee, we will not approve onsite visits or annual services. Onsite visits and annual services will only be available once the manufacturer's guarantee has expired.

### What heating equipment is eligible for this plan?

Your heating equipment must be:

- owned by you and used for personal and non-business purposes only;
- in good working order and under 15 years old when you take out the plan; and
- located in the United Kingdom.

Your heating equipment cannot be:

- a warm air unit; electric, hydrogen, LPG or oil boiler or combined heat power unit;
- a commercial or industrial grade boiler/controls, such as one with more than 70 kilowatts per hour, or 238,850 BTU output; or
- located on a boat or in a mobile home.

### Is this plan right for you?

You must be 18 years old or over and resident in the United Kingdom to be eligible.

### What Maintenance & Support Services does the plan provide?

The Maintenance & Support Services are set out in the sections below and as described further in these terms and conditions.

#### Customer helpline

To ensure your heating equipment continues to work correctly and to optimise its performance, you can access our Maintenance & Support Services online at [www.domesticandgeneral.com/boilercare](http://www.domesticandgeneral.com/boilercare)

#### Annual service

We'll contact you each year when the annual service is due to arrange for an authorised service technician to visit your home and perform an annual service on your heating equipment (your boiler, controls and if included the system); to ensure that it is working efficiently. We'll do this for the first time after the end of the manufacturer's guarantee on the boiler. If you don't hear from us within this time period, you can also arrange it by calling 0800 497 0707. The annual service will be carried out to statutory requirements and where available in line with the manufacturer's recommendations. The service technician will also offer you advice on how to use your heating equipment. Subsequent annual services will be carried out on or around the anniversary of the preceding annual service, subject to the availability of service technicians and your appointment preferences. **Please note where possible annual service visits will be scheduled between April and September.**

#### Ongoing support

In order to help ensure your heating equipment continues to function correctly, you can access online hints and tips for maintaining your heating equipment. In addition, you can call us on 0800 497 0707 throughout the duration of the plan term if there is a problem with the operation or functioning of your heating equipment or if your heating equipment fails the annual service (if one is provided). Calls to 0800 numbers are free. Lines are open, at a minimum, from 8am to 8pm, Monday to Friday, and 8am to 2pm Saturdays (except public holidays).

We will try to resolve the problem remotely. If we are unable to resolve the problem remotely and your heating equipment fails to function correctly, we will approve an onsite visit from an approved service technician to get your heating equipment working correctly again (see "Onsite visits").

Before an onsite visit is arranged you must pay us the call-out fee of £50. The call-out fee is not payable if you require a second onsite visit within 30 days of a previous onsite repair visit.

Note, onsite repairs will not be approved for your boiler or its controls while the boiler is under its manufacturer's guarantee.

#### Onsite visits

Where an onsite visit is approved, we will either organise the service technician visit or give you the details so you can organise the service technician visit at your convenience. Onsite visits will take place during normal working hours which are at least 9am to 5pm Monday to Friday (except on public holidays) on a date agreed with you. They may include repairs and further maintenance checks carried out on your heating equipment. We will pay for costs for call-out (other than the call-out fee, if one applies to your plan), labour and parts (including replacing parts of the system if this is included), as long as these are not covered by a manufacturer's guarantee. You must use our approved service technicians. Please have your plan documentation to hand when the service technician arrives.

If we approve an onsite visit but are unable to find a service technician, we'll allow you to use your chosen service technician. You must use Gas Safe registered service technician. You will have to pay them and claim the cost back from us. Please keep a copy of your invoice to send to us. If we permit you to use your chosen service technician and the proposed repair is estimated to cost more



than the repair authority limit of £150, then you must ring the repair authority line on 0800 597 8580 for an authority number before work starts.

Note all the service technicians we use for the plan will be Gas Safe registered.

### Safety message

If our service technician finds that your heating equipment is unsafe (and, if relevant, it cannot be immediately repaired) they'll label it and with your permission condemn it (and disconnect / isolate it) and it must not be used again until the fault has been corrected. This is extremely important for the safety of those at the property.

If you smell gas or are worried about gas safety, you can call the National Gas Emergency Service free on 0800 111 999 at any time, day or night.

### Boiler replacements

If after the end of the manufacturer's guarantee on the boiler our approved service technician is not able to repair your boiler, or we decide that it is uneconomical for us to repair your boiler (because for example the repair would cost more the price of a new boiler), we will arrange to replace your boiler with a new boiler up to a value of £750. Subject to availability and the price limit, the replacement will be of the same or similar technical specification.

If we cannot reasonably arrange a replacement, we will give you manufacturer credit or vouchers instead. The manufacturer credit or vouchers will be for the full retail price (from a manufacturer chosen by us) of a replacement boiler up to a value of £750. Manufacturer credit or vouchers will be valid for 12 months from the date of issue and will be sent electronically or posted to the last address you gave us.

Under this plan, we will not be responsible for any installation or delivery costs. We will also not pay for a replacement flue or any system upgrading work if this is needed for the new boiler.

If we arrange a replacement or alternatively give you manufacturer credit or vouchers, your plan will end immediately.

### Duration and renewal of your plan

Your plan will start as soon as EDF are supplying you with electricity and gas on the qualifying tariff; and you've passed your 14-day cooling-off period for your energy contract. The start date is set out in your welcome letter. The plan then continues until the 'renewal date', as specified in your plan certificate (unless ended in accordance with these terms and conditions). Before your plan ends, we will contact you by post, telephone, email or SMS about renewing. Your renewal notice will show the new amount to pay and your renewal date. The fee payable may increase at renewal.

If you pay by Direct Debit, your maintenance and support will automatically continue for another year with a new plan at each renewal, unless you inform us otherwise. Unless you have advised otherwise, the renewal fee will again be collected from your specified bank account, to ensure you are always cared for. If you pay by any other means, you will need to make payment for your plan to continue.

A cooling off period (lasting 14 days from renewal of the plan or the day on which you receive your renewal documentation, whichever is the later) applies at the renewal of your plan. We reserve the right not to offer you a renewal on your plan.

### Your responsibilities

- All information you give must be true, factual and not misleading.
- Your heating equipment must have been installed and used in accordance with the manufacturer's instructions.
- If your heating equipment breaks down or malfunctions, you must take reasonable steps to limit damage, e.g. stop using it if this is likely to cause further damage.
- You must pay the fees when they fall due.
- You must arrange any work required to make your heating

equipment accessible and compliant with all relevant safety standards and safe to work on (as determined by our service technician). We will not do any work where these standards are not met. For example, where there is a pest infestation or if hazardous material is present you will need to arrange for this to be safely removed. You must take reasonable care of your product. This includes caring for it in line with the manufacturer's instructions and not allowing it to be subject to adverse weather conditions.

- You must ensure someone is home for when you have booked the annual service or onsite visit. If our service technician is not able to carry out the annual service / onsite visit because no one is home, you may be charged a call-out fee.
- You must ensure that parking is available within 100 yards of your home when you have booked an onsite visit. This means for example providing parking permits if there are restrictions to on-street parking or providing a dedicated parking spot.

### General exclusions

The following are excluded from the plan:

- Damage of any kind to the heating equipment.
- Damage during delivery, installation or transportation of the heating equipment by a third party not under our instruction.
- Replacement, recall or modification of the heating equipment (or any part) by a supplier or the manufacturer.
- Modifying or making a heating equipment comply with legislation or making it safely accessible.
- Any problem with the supply of electricity, gas, water, broadband or broadcast content.
- Costs or loss arising from not being able to use your heating equipment (e.g. buying temporary heaters or loss of earnings), or incidental costs caused by breakdown or repair (e.g. costs to remove or reinstate built-in or fitted equipment).
- Damage to your premises or any other property or possessions, unless it is our fault.
- Any loss, damage or impairment to functionality caused by neglect.
- Any loss, damage or impairment to functionality caused by: earthquake, flood, lightning, fire, wind, humidity, weather conditions, salt spray, storm or other natural events or catastrophes, abnormally high or low temperatures, plumbing problems, corrosion, chemical exposure, radiation, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion, man-made events or catastrophes or technological hazards (such as computer viruses or date-change faults).
- Repairs or modifications, where not approved by either us or the heating equipment manufacturer,
- The cost of replacing any consumables (such as external fuses, batteries, fuel).
- The cost of replacing any accessories (such as attachments, cables and cable joints, plugs, light covers, filters, removable parts, catalytic panels, external piping, starter connections and straps).
- Data loss or corruption, installing, modifying and upgrading software, the resolution of any software interface problems.
- For items with screens: repairs due to pixel failure where the number or location of pixels does not exceed the manufacturer's acceptable limit, marks on the screen, or burned screens.

### Special exclusions

In addition to the 'General exclusions' above, the plan does not provide care for the following:

- Any work arising from hard water scale deposits (i.e. calcium).
- Sludge or blockages (including carrying out a powerflush) or clearing, replacing or repairing magnetic filtration devices.
- Normal operation or adjustment of the heating equipment controls (except following a repair under this plan).

- Any water pressure adjustments on sealed systems, the clearing of airlocks or the balancing and venting of radiators (except where the system is protected by the plan).
- Work on anything not part of the heating equipment, for example inaccessible or non-visible pipework, energy management systems, unvented pressurised cylinders, convector heaters, kick space heaters, curved radiators (for bay windows etc), decorative radiators, towel heaters/rails, underfloor heating, heat pumps, shower pumps, immersion heaters, solar panels, fuel lines to the boiler and the flue systems from the boiler, the cold water supply tank, its feed or outlet, taps, any pipework, controls or other parts associated with any of these items.
- Work on non-standard visible pipework (i.e. greater than 35mm in diameter).
- Work where the removal or disturbance of hazardous material (e.g. asbestos) is required.
- The replacement of oil nozzles and igniters.
- Work on internet connected heating control equipment (such as Hive or Nest).
- Any installation or associated costs where we arrange a replacement (including costs for upgrades or system modifications).
- Any part of your boiler and controls which directly supplies a swimming pool.
- Repairing or replacing the flue including the flue terminal and or lining for any open flued appliances.

### **Paying your fees**

You must pay the monthly fees (inclusive of all applicable taxes) by Direct Debit and in accordance with the 'Payments schedule' set out in your plan documentation. If we are unable to collect a payment from your bank we may attempt to request payment again unless you advise us otherwise. When you have paid the monthly fees by Direct Debit for the number of consecutive months shown in the 'Payments schedule', if the initial term has not yet expired, no further payment will be taken for the remainder of the initial term. Before your plan ends, we will send you a renewal notice (see 'Duration and renewal of your plan' above).

If you do not pay for your plan on time, it will be suspended from the due date. No Maintenance & Support Services will be provided past this date unless payment is received. We may use a collection agency to recover any amount owing to us.

### **Cancellation and ending of the plan**

#### **Cooling off period – Changing your mind**

You will receive a full refund of any fees you have paid for the plan if you cancel the plan within the fourteen (14) day period from receipt of your documentation or from the plan start date, whichever is later (the cooling off period).

#### **After the cooling off period**

If you cancel your plan after the cooling off period and after the completion of the first 6 month period, then the following will apply:

- If you haven't had a repair, we'll refund the fee paid by you for the remaining full months of your plan. If you pay for your plan by Direct Debit, you will only receive a refund if you have already paid for any future months of your plan.
- If you have received a repair, no refund will be given and you will have to pay the cost of the repair. This will be capped at the plan fee (less any fees you have already paid in the current period).

#### **How to cancel**

If you wish to cancel your plan, please contact us on 0800 497 0707 (8am to 8pm, Monday to Friday, and 8am to 2pm Saturdays, except public holidays). You can also cancel by writing to us at the address specified in the 'Customer services details' section.

There is a cancellation form on our website [www.domesticandgeneral.com](http://www.domesticandgeneral.com) which you can download and use. If you are paying by Direct Debit and tell your bank to cancel

your Direct Debit Instruction, but do not contact us first, we will not immediately cancel your plan. If you do wish to cancel, please contact us directly to avoid any communications regarding outstanding payments.

### **Our right to cancel your plan or bring it to an end**

If at any time your heating equipment is replaced, your plan will automatically end and no refund will be due (see 'Boiler Replacements' above).

If we have reasonable grounds to suspect that your behaviour is in any way dishonest, exaggerated or fraudulent then we may cancel the plan immediately (as well as any other plans you have with us) without any refund of fee or call-out charges (see 'Fraudulent activity' below).

We may cancel this plan as well as any other plans you have with us where there is a valid reason for doing so by giving you at least 7 days' written notice and you will receive a pro rata refund of any fees paid for the remaining unexpired days of your plan. Valid reasons include but are not limited to the following:

- where you fail to comply with certain conditions (see 'Your responsibilities' above);
- where you fail to pay for the plan, if applicable (see 'Paying your fees' above);
- where you have (or anyone acting for you has) previously engaged in fraudulent activity and/or provided us with false information (see 'Fraudulent activity' below); or
- where you have used threatening or abusive behaviour or language towards our staff or suppliers.

### **Customer services details**

For customer services: call 0800 497 0707 or write to us at Domestic & General Services Limited, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or email us by clicking on 'contact us' on our website: [www.domesticandgeneral.com](http://www.domesticandgeneral.com)

Calls to 0800 numbers are free. Lines are open, at a minimum, from 8am to 8pm, Monday to Friday, and 8am to 2pm Saturdays (except public holidays).

### **How to complain**

If you wish to complain or you are unhappy with the service provided, please contact our customer services team (see 'Customer services details' above). If you are not satisfied with how we respond you can then ask the Consumer Ombudsman to review your case. They can be contacted at: Consumer Ombudsman, PO Box 1263, Warrington WA4 9RE, on their website [www.consumer-ombudsman.org](http://www.consumer-ombudsman.org) or by email at: [complaints@consumer-ombudsman.org](mailto:complaints@consumer-ombudsman.org)

### **Restrictions on transferring your plan**

With our permission you may transfer your plan to a new owner of the heating equipment by giving us their details either over the telephone or in writing. You cannot transfer it to any other heating equipment.

### **Changes to these terms and conditions**

We may modify or replace these terms and conditions in order to:

- comply with the law, regulations, industry guidance or codes of practice;
- rectify errors or ambiguities; and
- reflect changes in the scope or nature of the maintenance provided to you.

We will give you thirty (30) days' written notice of any change that could affect your rights or obligations and provide you with a brief explanation of such changes. The new terms and conditions will take effect from the date specified in the notice. If you do not agree with the changes, you may cancel the plan by notifying us within that notice period and you will receive a pro rata refund of any payments that you have made for the unexpired days of your plan.

## Data Protection Information

Domestic & General Services Ltd (for maintenance & support plans), Domestic & General Insurance PLC (for insurance policies), and EDF Energy Customers Ltd are the Data Controllers for your information. This is a brief summary of how we're protecting and respecting your privacy in accordance with data protection legislation. For more information go to [domesticandgeneral.com/mydata/edf](http://domesticandgeneral.com/mydata/edf)

### How do we use your data?

We use the data we hold about you in order to provide your appliance protection, handle repair requests, or let you know about information, products or services that interest you, or for analytical or statistical purposes. We also use it to safeguard against fraud and money laundering, and for the rare event of product safety recalls.

### Do we share your data?

Your data is shared across our group companies and with other companies who provide products or services to us, or who perform services on our behalf. We'll also share your data with EDF Energy Customers Ltd.

### What happens with international data transfers?

We may transfer your data to countries (including the US) which may not have data protection laws which provide the same level of protection as provided in the UK. But don't worry, we have safeguards in place to help ensure that everything is adequately secured and protected.

### What are your rights?

You have the right to ask us to:

- not use your data for marketing purposes
- send you a copy of the personal information we have about you
- delete your data (subject to certain exemptions)
- correct or delete any inaccurate or misleading data
- restrict the processing of your data
- provide a copy of your data to any controller
- lodge a complaint with the local data protection authority

### How long do we keep your data?

We won't keep your information for any longer than is necessary. In most cases that's 10 years (reasonable expectation of average product ownership), or 6 years following the expiry of a contract.

### Any other questions?

Please contact The Group Data Protection Officer, go to [domesticandgeneral.com/mydata/edf](http://domesticandgeneral.com/mydata/edf)

### Exclusion of third party rights

No rights or benefits will be given to any other third party under the plan.

### Fraudulent activity

We may provide your details to third parties in order to detect possible fraudulent activity.

If we have reasonable grounds to suspect that you have (or anyone

acting for you has):

- previously engaged in fraudulent activity; or
  - provided us with false information,
- we may immediately cancel your plan as well as any other plans you have with us and/or reject an application for new plans. You will receive a refund of any fee paid for unused days of the plan.

If we suspect that you have (or anyone acting for you has) engaged in fraudulent activity or provided us with false information we may request extra information in support of your application or request for services (such as proof of purchase).

If we have reasonable grounds to suspect that you have (or anyone acting for you has) requested services under this plan knowing the request to be dishonest, exaggerated or fraudulent, then we may:

- request extra evidence in support of your request (such as proof of purchase or other documentation);
- decline your request and immediately cancel your plan without any refund of fee or call-out charges paid;
- recover from you the cost of any services or repairs already provided to you under this plan and the cost of any investigation into a fraudulent request under this plan (and we may initiate legal proceedings to do so);
- report you to the relevant authorities, including the police;
- put the details of the fraudulent request onto a register of claims through which companies share information to prevent fraudulent claims. A list of participants names and addresses are available on request.

### Governing law and statutory rights

We will communicate with you in English and English Law will apply unless we agree otherwise with you. Nothing in the conditions will reduce or affect your statutory rights; for further information about your statutory rights contact the Citizens Advice Bureau: [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or 03454 04 05 06.

### Access and support

We offer a number of services for customers who have disabilities including providing our documents in Braille, large print or audio formats. We may also make accommodations to the way we provide our services on a case by case basis. For further information please contact us (see 'Customer services details' above).

### Company information

This maintenance and support plan is provided by Domestic & General Services Limited. Registered in England. Company No. 1970780. Registered office: Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS.

### The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Domestic & General Services Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Domestic & General Services Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit, by Domestic & General Services Limited or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society - if you receive a refund you are not entitled to, you must pay it back when Domestic & General Services Limited asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

