



## Terms & Conditions (Service Plans)

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. It is Your responsibility to ensure that service agreement you have purchased meets Your exact requirements. If you are not sure about anything, just phone us on 01274 752 852.

### 1 - Application

These Terms and Conditions will apply to the purchase of the services and goods by you (the Customer or you). We are Mr Reactive Ltd a company registered in England and Wales under number 10847439 whose registered office is at Carlisle Business Centre, Carlisle Road, Bradford, BD8 8BD with email address enquiries@mrreactive.co.uk; telephone number 01274 752 852; (the Supplier or us or we).

These are the terms on which we sell all Services to you. Before placing an order on the Website, you will be asked to agree to these Terms and Conditions by clicking on the button marked 'I Accept'. If you do not click on the button, you will not be able to complete your Order. If you place your order over the phone, you should read the terms and conditions available on our website. You can only purchase the Services and Goods from the Website or over the phone if you are eligible to enter into a contract and are at least 18 years old.

### 2 - Interpretation

Wherever the following words and phrases appear, they will have the following meaning:

**Service agreement** - your contract with Mr Reactive Ltd as per our terms and conditions and plan overview.

**Contract Price** - the price You must pay for Your Service Contract as per agreed plan.

**Commencement Date** – means the Start Date of Your Service Contract.

**Period of Protection** - mean the length of service agreement, usually a minimum of 12 months.

**Claims Limit** - there is no claims value limit applicable. You can make unlimited claims as long as your boiler or claim is not assessed to be Beyond Economical Repair (BER).

**Controls** - means the room thermostat, programmer, cylinder thermostat (if fitted), and motorized zone valves

**Domestic Central System** - means domestic boiler and the radiated within your home, running on natural gas.

**Excess** - means the minimum amount that is paid by the customer each time a new claim is made before Mr Reactive Ltd engineer attends.

**Home** - domestic dwelling. A house or flat.

**Beyond Economical Repair (BER)** - After our engineer has assessed your boiler and diagnosed the fault, we will then assess the total cost of the repair including parts and labour (Including VAT) to repair the boiler using a reputable supplier. Please see the Beyond Economical Repair section in Exclusions for more details.

**Qualified Engineer** - means engineer with appropriate qualifications and it could be Mr Reactive Ltd Employed engineer or a sub-contractor used to carry out the work.

**Monthly Payments** - fixed price you must pay every month agreed by You, when you purchase the service agreement.

**Normal Operating Hours** - means our opening hours between 9.00am and 7.00pm Monday to Saturday and 10am to 4pm on Sunday. Excluding public holidays.

**Renewal** - your plan will automatically be renewed at the anniversary of your plan unless you opt out. Customers who opted to pay annually, payment for the full year will be taken on the anniversary of the plan.

**Plan** - it means Service agreement/contract

**Plan Features** - means the Schedule that We will send You at the start of Your Service Contract, which will show overview of what is covered.

**Exclusions** - means any circumstance where we will not cover against any loss or claim.



**Service** - means an annual boiler we will carry out to ensure boiler is operating safely. This will be carried out usually between May and September.

**Unoccupied** - means when nobody has been living in the house for 28 days or more.

**Intermittent fault** - means a problem is not consistent /permanent (i.e. causing the boiler to work on occasions). If the problem is resolved on inspection by the engineer any further reporting of this same issue will be deemed to be intermittent. If the fault is deemed intermittent, future claims with the same issue will be declined. In these circumstances, we can offer a Pay as you go Service.

**Pay as you go service** - this Service is offered outside of the service agreement if you are not covered under your policy and your claim is declined. Pay as you go facility is offered. The cost of any repair (parts and labour) will be your responsibility

**You, Your** - means the person who has signed up for the service agreement and is named on the service agreement.

**We, Us, Our** - means Mr Reactive Ltd

### 3 - SERVICE AGREEMENT CONDITIONS

**Length of Service Contract** Our service contracts are in length of 12 months and 24 months. Length of the contract can be chosen at the point of signing up.

Our service agreement with a minimum of 12 months contract is payable by direct debit every month. We will take the first payment when you sign up and 11 monthly instalments thereafter on the same date every month. Your Service contract will start on the day you sign up.

Our service agreement with a minimum of 24 months contract is payable by direct debit every month. We will take the first payment when you sign up and 23 monthly instalments thereafter on the same date every month. Your Service contract will start on the day you sign up.

#### 3.1 - PAYMENTS

Payments should be made according to the terms of the plan. Monthly payments must be paid by direct debit every month, as the payment is due for that month. If you have chosen to pay annually, payment for the full year must be paid at the point of signing up or within 14 days. The payment will automatically be taken on the same date next year if otherwise directed by you. If you decide to cancel the policy within the initial 14 days cooling off period, any payment made by you will be refunded. If you have made a claim within the initial 14 days and you cancel the service agreement, you will be required to pay for the services and any parts claimed under the service agreement.

If you cancel the policy after the initial 14 days, you will be liable to pay for the full-service contract and the payment for this will be due immediately. If a fault is developed within the initial 28 days, in such circumstances pay as you go service is available. Monthly Payments must strictly be paid on the agreed date of each month by direct debit. We may ask you to pay part or full amount of the service contract in advance, which will be due immediately on the receipt of the invoice. If we don't receive the monthly payments or full payment on the agreed date:

- You agree to pay to Mr Reactive a delay payment of £30, which will be included on each monthly instalment, which Mr Reactive shall donate with absolute discretion to a charity of Mr Reactive's choosing on your behalf. The matter will be transferred to external credit control to recover the outstanding amount.
- We hold the right to suspend your service agreement until all the outstanding payment is made or a contract is agreed.
- In the circumstance that we have provided the service to you but not received the payment. You will be required to pay the full outstanding amount on receipt of the invoice.
- We hold the right to process the unpaid outstanding amount that is due with a preauthorisation via a debit or credit card.

## 3.2 - FIXED FEES, EXCESS AND ADDITIONAL CHARGES

Fixed fee or Excess is a minimum fixed amount that is paid by You to Us each time a new claim is made before our engineer attends the callout.

On a new visit, the excess is still charged before the engineer attends. If this is related to the previous repair carried out within 28 days. We will refund the additional excess.

We will always take the payment for the excess before we book the engineer to attend the callout. We give 28 days guarantee on all the repairs subject to our general terms and conditions.

Please note the excess payments are non-refundable irrespective of whether a repair is carried out or not.

## 3.3 - SELECTING THE RIGHT SERVICE PLAN AND CORRESPONDENCE

We give you a choice of various types of service plans. It is your responsibility to ensure that the service plan you are signing up for meets your exact needs.

We try to keep the cost of the service plans low by keeping everything electronic. Our Online portal allows you to change your contact details and much more, free of charge. You can also download your policy documents Online. However, if you require a copy of the document by post, a £30 administration fee will apply.

## 3.4 - ANNUAL BOILER SERVICE

If Your service plan includes an annual boiler Service visit, which we will carry out once every contracted year. During this boiler service, we will do the following:

- Annual check on your boiler to ensure it is operating safely.
- Flue Gas Analyser test
- Cleaning the condensate trap (if Applicable)
- Checking the flue and ventilation are in accordance with Gas Safety (Installation and Use) Regulations
- Checking and adjusting the system pressure
- Visual check of the boiler

## 3.5 - GAS SAFETY CHECK

On our Landlords Plans, we will carry out Gas Safety Check (CP12). We will check up to 3 appliances under these plans. Any additional appliances will be charged at £25 +VAT per appliance. Your Gas Safety certificate will be emailed to you after completion.

We will make all reasonable attempts to contact you to arrange boiler service/ gas safety inspection via email, phone or text. In the event of no response from you, we will assume that you don't wish to have an annual boiler service/ gas safety inspection and we will automatically move the boiler service to the following contracted year same time. We will not reimburse any of the Service Contract fees. You can still contact us before the end of the contracted year to have a boiler service/ gas safety inspection booked in as part of your service agreement.

We usually carry out boiler services and gas safety inspections between May and September. If our engineer attends a call out at your property before that or in between, we will carry out the boiler service at the same time and will not attend again in that contracted year to do the boiler service again. A gas safety inspection will only be carried out between May and September if otherwise instructed by the customer. It is Your responsibility to keep your legal obligation and we will not be legally responsible for any failure on your part to ensure these checks are carried out. If we have not carried out gas safety check, it is Your responsibility to contact us to request for gas safety to be booked in.

## 3.6 - ARRANGING APPOINTMENTS AND ACCESS TO THE PROPERTY

You must give the engineer reasonable access to enable appropriate work to be carried out including removing furniture if this is deemed necessary.

Our engineer will not work on your appliance if there is not someone present in the house of an age of 18 years or over. If We cannot gain access, We will not be able to carry out the necessary Work, and You will need to arrange another appointment. If You call Us out and nobody is in, a second visit will be chargeable at £65 +VAT. This is applicable every time we are not able to gain access to the property.

Landlord- You may authorize your tenant on the account to contact us directly in the event of a breakdown. Providing that you take the full responsibility for any extra cost incurred due to any false information given by your tenant.

Gas Safety Certificate (CP12) – All our landlord plans include a gas safety check and a boiler service. It is Your responsibility to keep your legal obligation and we will not be legally responsible for any failure on your part to ensure these checks are carried out. If we have not carried out gas safety check, it is Your responsibility to contact us to request for gas safety to be booked in.

## 3.7 - PART REQUIRED FOR THE REPAIR

If the repair requires a part and is not available in the van stock, we will try to get hold of the part next working day, if not as soon as possible. We will contact you to arrange an appointment as soon as the part is available. At our absolute sole discretion, we reserve the right to use replacement parts supplied from third parties in addition to those parts that may be sourced from the manufacturer or their approved distributors. We are not responsible for any loss, damage or inconvenience resulting from a delay in obtaining or receiving delivery from the relevant supplier of any spare parts. The part is supplied to you free of charge.

## 3.8 - ENGINEERS

We will use either our own employed engineer or a qualified sub-contractor to carry out the job.

## 3.9 - WORKMANSHIP AND PARTS GUARANTEES

All the jobs we will carry out will come with the guarantee of 28 days, subject to our general terms and conditions.

## 3.10 - SAFETY ADVICE

Our engineers may advise you to rectify any safety issues during the visit. It is your responsibility to get the remedial work done. Your contract in such circumstances will continue unless it's cancelled.

## 4 - GENERAL TERMS AND CONDITIONS - OUR RIGHT TO CHANGE PRICE AND CHANGE OR CANCEL SERVICE AGREEMENT

We may do this for the following reasons:

- We can make minor changes to the service agreement wordings to make it easier for you to understand or amend any errors in the terms and conditions
- If there are any changes to the tax rate applicable to your service agreement (including but not limited to Value Added Tax)
- If you, or anyone acting for you, make a claim under the Service agreement knowing the claim to be false, exaggerated in any respect, or makes a statement in support of a claim knowing the statement to be false and submits a document in support of a claim knowing the document to be forged or false
- If You give us materially inaccurate information
- If you do not keep up with the monthly instalments
- If Your appliance or system is not on Our approved list. If we discover the appliance/service is not on our approved list on our

engineer visit then we will cancel the service plan. In these circumstances You will be entitled to a refund of the Monthly Payments You have paid in that Contract year. However, there will be a call out charge of £95.00 +VAT which will also include the admin cost/fee

- If You refuse to give Us access to Your property, if this is required
- If your boiler is Beyond Economical repair, you will not receive a refund of the monthly instalments and you will be given the option to cancel the policy or amend it.
- If We can't find the part needed for the repair and it is obsolete or not available (in this circumstance You will not receive a refund of the Monthly Payments You have paid in that Contract year).
- If upgrade or improvements we tell you that are required and are not completed
- You are physically violent or verbally abusive.
- In these circumstances You will be entitled to a refund of the Monthly Payments You have paid in that Contract year, minus any costs We have incurred during that Contract period.

#### 4.1 -WE MAY ALSO CANCEL THE SERVICE AGREEMENT:

- There are health and safety issues i.e. safe working environment for the engineer such as pets onsite, no fixed steps to the loft, lighting and fixed floor or work space and hygiene such pest infestation etc.
- At the initial inspection, we tell you that the boiler or the central heating system is not suitable for our service agreement. In these circumstances You will be entitled to a refund of the Monthly Payments You have paid in that Contract year, minus any costs We have incurred during that Contract period.

If We choose to cancel Your Contract, We will notify You via email. It is important for you to check on there regularly.

#### 4.2 - YOUR CANCELLATION RIGHTS

If this service agreement does not meet your requirements, You can cancel your policy within initial 14 days by emailing us at [serviceplan@mrreactive.co.uk](mailto:serviceplan@mrreactive.co.uk) If you decide to cancel the policy within initial 14 days cooling off period, any payment made by you will be refunded. If you have made a claim within the initial 14 days and you cancel you will be required to pay for the services and any parts.

If you cancel the policy after the initial 14 days, you will be liable to pay for the full-service contract and the payment for this will be due immediately. You will NOT be refunded any monthly payments.

We work out the termination fee and the cost of any services supplied using the following scale of charges:

- Boiler Service or Landlord Gas Safety Inspection - £72
- Boiler Service and Landlord Gas Safety Inspection combined - £96
- All completed boiler or central heating repairs - £175 each
- Any other completed repairs - £96 each

#### 4.3 - RENEWAL

Your service agreement will automatically renew at the end of the service-contracted year. Unless you tell us to cancel it, we will renew the service agreement for a further 12 months. At the end of the service agreement, if there are any changes to the renewal quote, we will notify you via email. Factors that may affect your renewal quote are; inflation, claims frequency and length of time on the cover. If we don't hear from you, we will renew the service agreement based on your renewal price. If you pay annually, we will automatically take out the amount for the full year on the service agreement anniversary. If you pay monthly, we will continue to take payments as normal every month.

## 4.4 - MOVING HOME

If you are moving home, we can move this policy to your new home after reviewing the change of circumstances accordingly, such as the age of the boiler as this could have an impact on the price of the service agreement. If you wish to cancel the policy as you are moving home. We will assess if you have made any claims and if the total cost on the claims exceeds the payments made to us, we will invoice you for the difference. There will also be £20 cancellation fee at this stage. This payment will be due immediately. We will not reimburse any of the service contract fees.

## 4.5 - DOMESTIC USE

Our service plans are only for domestic properties, we will not cover any commercial property. If we discover the property to be of a commercial on our engineer visit then we will cancel the service plan. In these circumstances You will be entitled to a refund of the Monthly Payments You have paid in that Contract year. However, there will be a call out charge of £95.00 +VAT which will also include the admin cost/fee

## 5 - APPLICABLE LAW

This service agreement may only be relied on and enforced by the Service Providers and you and cannot be directly or indirectly enforceable by any third party under The Contracts (Rights of Third Parties) Act 1999 or otherwise. This Service agreement shall in all respects be governed and construed in accordance with the laws of England and Wales

## 6 - UPGRADES OR IMPROVEMENTS

All the service agreements we offer do not include upgrade or improvements to your heating system, such as changing radiators, power-flush, Magnetic central heating filters, scale reducers and replacing lock shield. If power-flush or any upgrade is required, we will require proof of the work carried out, in order to carry out any further repair unless our general exclusions apply.

## 7 - HEATING CONTROLS

For heating controls that work with the Internet connection and mobile phones such as Hive and Nest, Internet connections or any issue with mobiles phones will not be covered.

## 8 - REPORTING A FAULT

All the faults must be reported within 24 hours of the occurrence and where requested details should be provided in writing. Also, if additional documents are required, they should be provided within 3 days. All the claims will be deemed invalid if these conditions are not met.

## 9 - EXCLUSIONS

Certain exclusions apply to your service agreement. Please read through these carefully.

- Pre-existing, system design or installation faults

We will not carry out repairs if there are pre-existing or design faults, faults that existed before You entered into Your Contract with Us. This includes faults that we pointed out at the visit to your property and it also includes the faults we couldn't identify using reasonable care or skill such as pipes buried under concrete floors, or any pipes that do not have acceptable pipe protection (satisfactory pipe protection for pipes underfloor is factory sheathed, soft copper laid through plastic ducting).

- Third Party Damage or Accidental Damage



If work is carried out by you or a third party, which results in damage, the repair of such will be excluded from your service agreement — any damage caused in order to create access and associated with reinstating the fabric of the Home and costs related to the remedial Work, redecoration, or restoration of any fixtures or fittings needing to be removed or replaced, during the carrying out of any Work. Unless caused by Our negligence, We will not be responsible for any loss or damage to Your Home as a result of Your boiler, central heating or plumbing system breaking or failing, including cleaning needed, or damage to fixtures or furniture.

- Replacement of ALL radiators, towel rails etc.
- Replacing lead, steel or iron pipes, rusting, corrosion, general wear and tear and/or gradual deterioration.
- Any claim where a repair/ replacement is only necessary due to changes in legislation/health and safety guidelines. Accidental or deliberate damage.
- Any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present
- Damage- Any loss in the event of damage occurring where the property has remained unoccupied for 28 or more Consecutive days.
- Trace and Access – In a situation where a pipe or any other component is not accessible (under the floor, in concrete or in-wall) we will not make access to carry out the repair. It is your responsibility to locate the fault and make reasonable access to it.
- Making Good – we will not be responsible for repairing the damage, which was caused to carry out the work, such as filling holes.
- Loss, damage or indirect costs arising as a result of disconnection from or interruption to the gas, electricity or water mains services to the property, for example, a power cut to your neighbourhood.
- Weather Related Faults- We will not include the repairing of faults or damage or replacement of appliances or systems caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm.
- Beneficiary- this service agreement cannot be passed on to someone else and should only benefit you. If you are a landlord, you may authorise you tenant on the account to arrange an engineer visit in the event of a breakdown.
- Any cost to gain access to your system, buried or underfloor pipework or wires (inside or outside your house) to carry out the repair and then make good.
- If you make a claim and cause us to delay in repairing for more than 7 days, we will automatically decline the claim.
- Faults that are intermittent or recurring
- Upgrade or replacement of your boiler, central heating system, drains or electric system.
- Removal of asbestos
- Corrosions or any part that corroded
- Repairing or replacing steel, lead or iron pipes
- If the parts required are not available or they are obsolete, we will not be able to carry out the repair.
- Main water pipes and main electric cables
- We will not cover any appliance that is in shed or outhouse.
- Faults that occur for anything other than wear and tear of the item/system.
- Unvented hot water cylinders and any of its associated valves, such as the temperature relief valves, pressure reducing valves or any other parts of an unvented system that requires additional qualifications to enable gas engineers to work on them.
- Leak on the vented or unvented cylinder where it needs replacing
- Repairs or replacement of any filter or related device for removing sludge, scale or other debris from your central heating or plumbing system.
- Certain boiler / Appliances are not covered. Please consult with us if you don't have a typical combi boiler or a system boiler to confirm if we can provide cover for this.
- If the fault has developed due to sludge in your system, we will not be able to carry out the repair, and your claim will be declined.

## 9.1 - BOILER IS BEYOND ECONOMICAL REPAIR (BER)

After our/independent engineer has assessed your boiler and diagnosed the fault, we will then assess the total cost of the repair including parts and labour (including VAT) to repair the boiler using a reputable supplier. We will not be able to carry out the repair if your boiler is BER. Your boiler will be deemed Beyond Economical Repair if:

- The boiler is under 7 years old and total repair cost (parts and labour including VAT) exceeds 65% of the current retail price (including VAT) of a suitable replacement boiler (boiler Only) through a reputable supplier.
- The boiler is between 7-13 years old and total repair cost (parts and labour including VAT) exceeds 45% of the current retail price (including VAT) of a suitable replacement boiler (boiler Only) through a reputable supplier.
- The boiler is over 14 years old and total repair cost (parts and labour including VAT) exceeds 25% of the current retail price (including VAT) of a suitable replacement boiler (boiler Only) through a reputable supplier.
- The boiler needs to be removed from the wall in order to complete a repair

If your boiler is BER and we advise you that you need a new boiler. You need to refer to Your plan to see if You are covered for a replacement boiler under your plan. This depends on the type of plan you have selected. We will supply and install a suitable boiler for your property at our absolute discretion free of charge, but we shall not be responsible for the cost of a "like for like" replacement

## 10 - OUR PLAN FEATURES

### 10.1 - WE COVER:

#### 10.1.1 - Natural Gas Boiler

- We will cover repair to a single gas boiler (depending on plan) including parts and labour.

#### 10.1.2 - Annual Boiler Service

- We will carry out annual boiler service (depending on the plan).

#### 10.1.3 - Landlord Gas Safety Inspection

- We will carry this out once every year (depending on the plan).

#### 10.1.4 - Plumbing

- We will repair the cold and water pipes (after the main stop tap) inside the house and will pay for the parts and labour (depending on the plan)

#### 10.1.5 - Electrics

- Repairs to the electric circuits
- Repair to your fuse box
- Repair or replace circuit breakers.
- Repair or replace standard, light switches, sockets, shower switch

#### 10.1.6 - Boiler Controls and Central Heating System

- Thermostats, timers, Programmer
- External circulating Pump
- Motorised Zone Valves
- Radiator valves
- Central heating pipes and fittings



## 10.1.7 - Internal Drains

- Repair to leaking sink waste pipe
- Repair to leaking bath waste pipe
- Unblocking sink or waste pipe (internal)

## 10.1.8 - Gas Supply Pipe

- Repairs to gas leaks on accessible gas pipes located inside your property, which supplies gas boiler and other gas appliances

## 10.1.9 - Taps and Toilets

- Repair to Leaking Tap
- Repair to running toilet
- Repair or replace Syphon, valves and ballcocks.

## 10.1.10 - Boiler Replacement and Contribution towards a new boiler

- If your boiler is under seven years old and we deem it BER (beyond economical repair), we may decide to replace your boiler.
- If your boiler is seven years old or more and we deem it BER, we may pay a contribution towards a new boiler. The contribution will be a refund of any monthly payments (excluding any fixed fees) you have made to us during the current term of your agreement up to a maximum of £350.

*We will only consider a boiler replacement or contribution towards a new boiler if:*

- *You can supply the installation commissioning checklist and service history to show that your boiler has been installed and maintained in accordance with the manufacturer's instructions;*
- *None of the faults were subject to our general exclusions or system specific faults which we advise we cannot help with; and*
- *You have been an active customer of ours for at least 6 months. Also:*
- *We will only ever cover the cost of replacement boilers that have been supplied and installed by us;*
- *Any replacement will be suitable for your property, but we shall not be responsible for the cost of a "like for like" replacement; and*
- *We are not responsible for the costs of any upgrades required to meet current regulations.*

*If you're not eligible for a boiler replacement or a contribution towards a new boiler then you will be entitled to cancel this agreement without any termination fee.*

## 10.1.11 - Documents

- On request original documents should be provided to support the claim.
- Handwritten documents or receipts are not accepted.
- We may contact the manufacturer to verify the age of the boiler.

## 10.1.12 - Exclusion Period

- When you sign up for the service agreement, there will be initial 28 days exclusion. You will not be able to make a claim within the initial 28 days.

## 10.2 - WE DO NOT COVER:

### 10.2.1 - Boiler

- Any excess payable
- Regular pressurizing of the central heating system. We can offer Pay as you go service at £65 +VAT per visit if you require us to re-pressurize it.
- Pipe or parts that are used for underfloor heating
- Replacement of parts that got damaged due to the sludge in the central heating system or hard water scale
- Repairs to the boiler that has not been serviced in last 12 months. The proof is required at the time of the repair
- Any contribution to the replacement of the boiler if the boiler is over 7 years old and is deemed Beyond Economical Repair
- Following appliance: Potterton Powermax, Elm Le Blanc, Ferroli
- Warm air heating systems
- LPG or Oil Systems
- Fan assisted convector heater
- Immersion Heater
- Mains pressure hot water thermal storage systems, for example, BoilerMate, Gledhill, Heatbank, Megaflo, Pandora by DPS, Potterton Suprima, Thermflow, Tribune and any other similar thermal storage heating system.
- Flues that are connected to the Boiler. In these circumstances your service agreement will not be automatically renewed.

### 10.2.2 - Boiler Controls and Central Heating System

- Any excess payable
- Adjusting or resetting the thermostat or programmer
- Replacing batteries of the thermostat or any heating controls
- Draining your central heating system
- Any cost incurred by the usage of your heating controls such as Wi-Fi
- Controls that are used for underfloor heating
- Pipes of underfloor heating
- Removing sludge or hard water scale from your central heating system
- Replacement of vented or unvented hot water cylinder
- Damage caused by sludge or hard water scale
- Any damaged caused to your hot water cylinder during the repair unless it is caused due to our negligence
- Replacement of radiators
- Bespoke radiators and their parts
- Parts or controls related to solar water heating or solar fuel heating
- Unvented hot water cylinder- any repairs that require the engineer to have additional Qualification to carry out the work.
- Any central heating parts that are not available through a local supplier.
- Curved Radiators
- Inaccessible Pipes – Pipes buried or underfloor pipes etc.

### 10.2.3 - Plumbing, Taps and Toilets

- Any excess payable
- Replacements of taps
- Replacement of ceramic disks
- Replacement of shower mixer
- Replacement of mixer taps
- Replacement or repair of a bath, shower seals or grouting
- Replacement of sanitary ware
- Replacement of hot water cylinder, cold water storage tank or expansion tank

- Replacement or repair to Septic tanks.
- Replacement or repair of water softener, pop up waste mechanism
- Replacement or repair of hot water pump or motor
- Replacement or water filter
- Replacement or repair to any component in the swimming pool, garden features, rainwater pipes or guttering.
- Replacement or repair to waste disposal unit such as Saniflo
- Water pipes, to or from and in, detached outbuildings, fountains, swimming pools, ponds, and other decorative garden features, garden taps, treatment plants or other external property.
- Repairing frozen Pipes
- Replacing or repairing spa baths, or associated components that form part of their construction
- Repair to blockage or leak to the main water pipe from the street to the inside of your house to the internal main stopcock.
- Accidental damage caused during the work on the plumbing system.
- Repair to Lead, Steel pipes
- Repair or replacement of a washing machine or dishwasher flexible water pipe.

## 10.2.4 - Gas Supply Pipes

- Any excess payable
- Repair to the main gas supply pipes
- Repairs to any gas appliances other than the boiler

## 10.2.5 - Electrics

- Any excess payable
- Replacement of bulbs or 3 pin plugs
- Adjusting or setting the timer
- Replacement or repair of electric shower
- Replacement or upgrade of the fuse box
- Replacement of any other socket or switches other standard white sockets or switches.
- Replacement or repair of any chandelier or other light fittings other than standard light fitting.
- Repairing accidental Damage to your electrical system
- Repairing or replacing solar photovoltaic panels and installations.

## 10.2.6 - Internal Drains

- Guttering or rainwater pipe
- External drainage
- Cleaning or descaling outside drains

## 10.2.7 - Landlord Plans

- The cost of repair that might be necessary
- The cost of re-inspection to appliances that fail our inspection (Re-assessment is carried out at the rate of £50+VAT)

## 11 - Important Information

This is a Service agreement and not an insurance policy; any benefit You receive from this Service Contract will be at Our absolute sole discretion. This operational model allows us discretion to approve claims, which on the strict interpretation of the Terms and Conditions would be declined.

## 12 - Complaints

We will always aim to do Our best, however, there may be times when things go wrong. If You have a complaint about any part of Our Service, or Our products, please contact Us by phone on 01274 752 852 or write to Us at [complaints@mrreactive.co.uk](mailto:complaints@mrreactive.co.uk). This is a Service agreement and not an insurance policy; any benefit You receive from this Service Contract will be at Our absolute sole discretion. This means that this Service Contract falls outside the remit of the Financial Conduct Authority (FCA). Any complaints You make to Us will be governed by the following applicable law:

This Service Contract may only be relied on and enforced by Us and You, and shall not be directly or indirectly enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise. This Service Contract shall in all respects be governed by and construed in accordance with the laws of England and Wales and, subject to the terms of this clause, any disputes arising between the parties under this Contract shall be referred to the exclusive jurisdiction of the courts of England and Wales, unless the protected Home is in Scotland, in which case the law of Scotland shall apply.

