



TERMS AND CONDITIONS FOR ALL PRODUCTS

CONTENTS

24 7 HOME RESCUE BOILER TERMS & CONDITIONS	2
24 7 HOME RESCUE HOME EMERGENCY TERMS & CONDITIONS.....	19
24 7 HOME RESCUE DOMESTIC APPLIANCES SERVICE AGREEMENT	33
24 7 HOME RESCUE VEHICLE BREAKDOWN TERMS & CONDITIONS.....	47

24|7 HOME RESCUE BOILER TERMS & CONDITIONS

1. INTRODUCTION

This service agreement is arranged by: 24|7 Home Rescue (a trading name of 24|7 Home

Assist Limited), a company registered in England and Wales, Company 09438900. Registered Office: Floor 2, 9 Portland St, Manchester M1 3BE (the “**Service Providers**”).

24|7 Home Rescue is a specialist provider of emergency boiler breakdown cover, boiler servicing, home emergency and appliance cover membership service plans. It has an in-house gas engineer department as well as access to over 3,000 Gas-Safe registered engineers and other qualified contractors. It operates throughout the UK.

Members of 24|7 Home Rescue can claim for gas emergency repairs, electrical emergencies, plumbing repairs, drainage repairs, appliance repairs and boiler repairs. Members are also entitled to an annual boiler service.

Please read these Terms & Conditions carefully. This document forms the basis of your agreement with us. It is important you understand exactly the extent of cover provided in the service agreement purchased. Please pay particular attention to the sections detailing what is covered and excess payments. If you are unsure about anything or have a query please contact us immediately.

Except where particular exclusions are made clear (specifically section 18 Gas Appliance and Boiler Cover Service), at their absolute sole discretion, the Service Providers will give the benefit described in this Service agreement for the agreement Term and for any subsequent period that the Service Providers and you may agree. This Service

agreement will not be in force unless you have paid all amounts due for the Service agreement (this may be payment in advance or a direct debit facility) agreed by an authorised representative of the Service Providers, and confirmation has been sent to you with the Service agreement. The Service agreement contains details of the service cover purchased, and the terms and conditions applicable.

2. DEFINITIONS

The following words (**in bold**) shall have the meanings given whenever they appear on documentation between the Service Provider and the Customer.

- **Administrator** - refers to a representative of 24|7 Home Rescue, who will handle any queries relating to **your** service agreement / service agreement amendments and to whom **you** should report details of any claim.
- **Approved Engineer** - means a qualified person (Gas Safe Registered) approved and instructed by the **helpline** to undertake **emergency** work.
- **Assistance** - means the reasonable efforts made by the **approved engineer** during a visit to your home to complete a temporary repair to limit or prevent damage, or if at a similar expense, the cost of completing a permanent repair in respect of the cover provided.
- **Authorised Representative** - means a person appointed by **you** to deal with **your** service agreement on **your** behalf. If **you** wish to appoint a person to do this, you must notify 24|7 Home Rescue in writing.

- **Beyond Economical Repair** – means in the opinion of **our technical team** based on all the circumstances presented, the cost of repair is 60% or more than the manufacturer's current recommended retail price. **Please note the cost of repair includes all parts inclusive of any VAT payable and labour costs.** In the event that your **domestic boiler** is declared **beyond economical repair** and is under 7 years old, **we** will, at our absolute sole discretion, make a maximum contribution of £200 towards replacing it.
- **Breakdown** - means a sudden and unforeseen mechanical or electrical malfunction which results in the particular unit not working completely (i.e. no heating or hot water is available).
- **Call Out** - means a request for **emergency assistance**, even if the request is subsequently cancelled.
- **Claims Limit** – There is no claims value limit applicable. You can claim as many times as you like as long as your boiler or claim is not assessed to be Beyond Economical Repair (BER).
- **Commencement Date** - means the start of the service agreement as shown in your service **schedule**.
- **Cosmetic Damage** – damage that affects the appearance but not the function of the appliance, including but not limited to; marks, dents and scratches.
- **Domestic Boiler** - means the central heating boiler contained within and supplying **your home** that is powered by natural gas. **We** will not cover any boiler that has an output in excess of 60kw/hr.
- **Domestic Central Heating System** - means the **domestic boiler** and the central heating system within **your home** that is powered by natural gas,
- **Emergency** - means a sudden and unexpected event which, if not dealt with

quickly, would in the reasonable opinion of the helpline:

- a. render the **home** unsafe
 - b. cause excessive damage to the **home**
 - c. cause significant personal risk to **you**
 - d. cause a significant health and safety risk
- **Excess** - means the first amount of each claim, payable by **you** to the **helpline** before the **approved engineer** will attend. This payment will be taken by the **helpline** before **assistance** is provided. Payment can be made by way of credit or debit card.
 - **Exclusions**- means any circumstance where we will not cover against any loss or claim.
 - **Helpline** - means the telephone number for **you** to report an **emergency** under this service agreement. The number is **0345 0774 177**.
 - **Intermittent fault** – means a problem that has been identified but is not consistent. If the problem ceases on inspection by the engineer any further reporting of this same issue will be deemed to be intermittent. In such situations an excess fee is applicable.
 - **Manufacturer Repairs** - This is a service provided outside of the service agreement between the Service Provider and Customer. This service is without obligation. All costs (both labour and parts) are the responsibility of the customer who authorises a manufacturer's repair.
 - **Period of Protection** - The duration period noted on **your schedule**, either monthly or annually, as determined by **you** depending on **your** preference for payment.
 - **Reference number** – used to locate your details for your membership. This is located on your service agreement.

- **Rolling Agreement** – Your service agreement will automatically renew following receipt of your payment for the period of protection as defined in your cover plan. For customers that have opted to pay annually, a payment will be automatically taken from the direct debit details provided.
- **Schedule** - means the document sent to **you** confirming the **commencement date, your** details, cover type and details of any cover.
- **Service** – means an inspection of a gas appliance to ensure it is safe and working correctly.
- Territorial Limits shall mean Great Britain, excluding Northern Ireland and all Isles, subject to any repairs being carried out in the UK by repairers approved by us.
- **Third party** - means any party other than contractors working on behalf of the **Service Providers**.
- **Unoccupied** - means where no one has been resident in the home for a period exceeding 30 consecutive days.
- **We, Us, Our**– means the Service Providers.
- **You, Your** - means the person who applied for this service agreement and is named on the schedule as the service agreement holder.

3. MAINTAINING PROTECTION UNDER YOUR SERVICE AGREEMENT

You may pay for your service agreement on an annual or monthly basis. If **you** have elected to pay **your** fees monthly, **we** will collect the fee for this service agreement by **Direct Debit** from **your** bank account on an agreed date of each month. Subject to the successful collection of that monthly fee, **we** will provide the cover detailed in this service agreement for the month in which the monthly fee has been collected. If the monthly fee is

unable to be collected any claim during this period may be declined based on our absolute sole discretion.

This service agreement commences on the date shown on **your schedule** and continues by periods of one calendar month upon receipt of **your** monthly fee payment. If **you** have elected to pay **your** fees by monthly **Direct Debit**, the service agreement does not have a specified end date and cover will continue until either **you** or **we** cancel the service agreement. However, should **you** fail to make a payment in any month, the **administrator** will notify **you** and **your** cover will cease without any further notification 30 days from the date the last monthly fee payment was received.

Your service agreement will automatically renew following receipt of **your** payment including any missed payments for the **period of protection** as defined in **your schedule**.

4. WHAT IS COVERED

For the avoidance of doubt, this is an agreement for the provision of specific services supplied at **our absolute sole** discretion. **This is not a contract of insurance, a guarantee or an insurance policy.**

Any benefit provided by the **Service Providers** under this service agreement shall be granted solely by the **Service Providers** and in every case, shall be granted upon these terms and conditions. For the avoidance of doubt, the limitation or the provision of any benefit shall be made on the absolute sole discretion of the Service Providers.

In the event of an **emergency** occurring in **your home**, at our absolute sole discretion, **we** will:

- Advise **you** on what action to take to protect **your home**.

- b. Send, or arrange an appointment for, an **approved engineer** to visit **your home**.
- c. Organise and pay the cost of providing **emergency assistance**, excluding any **excess** and up to the **claims limit**, including VAT, subject to the terms and conditions of **your** service agreement.
- d. Endeavour to affect any emergency repair as quickly as possible.

5. EXCLUSIONS

There are certain exclusions which could limit your cover. Please read the relevant sections of these Terms and Conditions very carefully to ensure this service agreement meets your requirements. **We do not wish for you to discover after an incident has occurred that you are not protected for a particular event. Please note the following circumstances will exempt your claim (not exhaustive):**

- a. Any claim not falling within your service agreement.
- b. **Homes** situated outside the UK mainland, excluding all Isles and Northern Ireland.
- c. Events where on attendance it becomes clear that the **call out** is not an **emergency**.
- d. Any claim arising out of circumstances known to you before your service agreement commencement date.
- e. Any costs/activities in excess of the claims limit or any specified limit subject to your service agreement.
- f. Improvements including work that is needed to bring the protected system up to current standards.
- g. Any amount that is recoverable upon the occurrence of an emergency at no significant expense to **you** under any

guarantee, warranty, maintenance, and rental hire or lease agreement.

- h. Any losses caused by any delay in obtaining spare parts.
- i. Any claim resulting from defective installation / failure to properly service in accordance with manufacturers guidelines or are subject to manufacturers recall.
- j. Any boiler or system that has not been serviced in the last 12 months, in line with manufacturer's and/or Gas Safe recommendations, or any system(s) not installed properly or in line with manufacturers guidelines. **We will** require proof of the service before any work is carried out.
- k. Any design defect or any repair that is rendered, in **our** opinion, either difficult or impossible due to problems with the access needed to facilitate the repair. This includes the full drain down of a central heating system.
- l. Replacement of bespoke or designer radiators or towel rails.
- m. Replacing lead, steel or iron pipes, rusting, corrosion, general wear and tear and/or gradual deterioration.
- n. Cosmetic damage - damage that just affects the appearance but not the function of the covered appliance, including but not restricted to; scratches, dents, chips or minor damage.
- o. Any damage caused by the **approved engineer** in gaining access to the home due to the failure of the locks or removing an appliance or any equipment from its operation position in order to affect an **emergency** repair.
- p. Any claim where a repair/ replacement is only necessary due to changes in legislation/health and safety guidelines.
- q. Accidental or deliberate damage. The Service Providers will use their expert judgement, including their engineers'

recommendations, to determine how the damage was sustained.

- r. Any defect, damage or breakdown caused by malicious or wilful action, negligence, misuse or third-party interference, including any attempted repair or modification to the elements covered by this service agreement, which does not comply with British Standards;
- s. The costs of any work carried out by you or persons not authorised by us in advance;
- t. Any parts not supplied and chosen by us. Subject to any applicable regulations, our engineer can fit an alternative part (that complies with British Standards) supplied by you at the time of the visit (e.g. a switch or tap) however this part will not be guaranteed. Our engineer will not fit alternative parts supplied by you where the claim relates to the gas supply or the central heating system;
- u. Normal day-to-day maintenance of the items covered by your service agreement at your property, for which you are responsible;
- v. Any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present;
- w. Any loss in the event of damage occurring where the property has remained unoccupied for 30 or more consecutive days;
- x. Any loss arising from subsidence, heave of the site or landslip caused by: - bedding down of new structures; - demolition or structural repairs or alterations to the property; - faulty workmanship or the use of defective materials; - river or coastal erosion;
- y. Any loss or damage arising as a consequence of: - war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil

war, rebellion, revolution, insurrection, coup, riot or civil disturbance; - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component; - any defect, loss or damage occasioned by fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes, unless the consequences of any of these are expressly stated to be included elsewhere;

- z. 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;

6. 14 DAY COOLING OFF PERIOD

Every Service Agreement purchased is subject to a 14-day cooling off period. This allows the **Service Provider** and the **Customer** to cancel the service agreement without penalty. Please note that any claim submitted within this 14 days period will be subject to a mandatory £95 excess. If subsequently the breakdown is deemed to be as a result of an intermittent or pre-existing fault the claim will be declined.

7. Free Trial promotion

Free trial eligibility is determined by 247 Home Rescue at its sole discretion and we may limit eligibility to prevent free trial abuse. We reserve the right to revoke the free trial and put your account on hold in the event that we determine that you are not eligible. We may use information such as device ID, method of payment or an account email address used with an existing or recent membership to

determine eligibility. For combinations with other offers, restrictions may apply.

We will charge your Payment Method for your monthly membership fee at the end of the free trial period unless you cancel your membership prior to the end of the free trial period. To view the monthly membership price and end date of your free trial period, visit our website and click the "MY ACCOUNT" link and click "SERVICE CONTRACT".

8. COVER TYPES PROVIDED

At our absolute sole discretion, this service agreement provides the protection described in the previous sections which have resulted in an emergency occurring. The benefit under your service agreement is limited to the claim limit stated in each section of cover. The amount we will pay in respect of any one claim shall not exceed the claim limit including call out charges, labour and materials. You are responsible for any additional costs of repair where the claim exceeds the benefit provided under the service agreement. Your schedule will show the cover level(s) you have purchased.

9. EMERGENCY BOILER BREAKDOWN COVER

At our **absolute sole** discretion, we will assist **you** and pay for the **call out**, labour, parts and materials involved in repairing or rectifying the breakdown of **your home domestic boiler** following an emergency breakdown subject to any terms and conditions applicable.

10. WE DO NOT COVER

- a. Any claim which is not an emergency.
- b. Any claim not amounting to a breakdown.
- c. The cold-water system including its feed and outlet.
- d. **Your** water supply from the hot water cylinder to **your** taps.
- e. Any non-gas appliances, (including but not limited to; Elson tanks, oil boilers, separate gas heaters supplying hot water, LPG boilers and dual- purpose boilers such as AGA and Rayburn).
- f. Maintenance or replacement of fan convector heaters or heated towel rails or underfloor heating.
- g. Corrosion or any work arising from hard water scale deposits.
- h. Removal of sludge or hard water scale from the protected system.
- i. Any gas fired appliance whose primary purpose is other than heating, for example a domestic cooker or lighting system.
- j. Solar powered panels or ground air and water source pumps.
- k. Repairs when we deem the boiler to be **beyond economic repair**.
- l. Repairs to boilers that have not been serviced in the last 12 months prior to the commencement of the service agreement (or evidence of the service has not been provided).
- m. Flues from gas appliances.
- n. Frozen pipes.
- o. Powermax, Ideal Mexico, Keston, back boilers and unvented boilers.
- p. Faults deemed intermittent or recurring and pre-existing.
- q. Thermostats, timers and associated controls deemed either external or an accessory to the primary boiler unit. (Please note any thermostat or control not located **within** the boiler unit is not covered).
- r. Pressure issues. (A pay on use service can be provided that requires a £75 payment for an engineer to attend to re-pressurise your boiler).

- s. Any investigative work, where the incident which caused you to claim has already been resolved;
- t. Claims directly or indirectly occasioned by, happening through or in consequence of, pollution or contamination of any kind whatsoever.
- u. The following are not covered: i. pumps including; sewerage pumps, drainage pumps, shower pumps, any associated electrics or valves, ii water softeners, iii waste disposal units, macerators iv air conditioning units; v unvented hot water cylinders or their controls; vi cesspits, septic tanks and any outflow pipes; vii vacuum drainage systems; viii swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps; ix ground, air and water source heat pump systems x power generation systems and their associated pipework, pumps, panels and controls including: solar panels and/or wind turbines; combined heat and power systems (systems that generate electricity and heat at the same time).
- v. Parking costs paid by you to allow the engineer to park outside your home or vicinity of your home.

11. CLAIM LIMIT

There is no claims value limit as long as your boiler isn't Beyond Economical Repair (BER).

12. DOMESTIC CENTRAL HEATING SYSTEM

At our **absolute sole** discretion, we will assist you to stop any **emergency** which has arisen from the sudden and unexpected failure of **your domestic central heating system**. The **emergency** must render the **domestic central heating system** inoperable and the failure has to be due to mechanical or electrical failure or malfunction.

13. CLAIMS COVERED INCLUDE:

- a. Breakdown that results in a loss of heating and hot water including a fault with the valves, internal thermostatic controls (located within the boiler) and /or expansion tank
- b. Breakdown of the central heating system
- c. Heat exchanger
- d. Manufacturer-fitted components
- e. Interconnecting pipework
- f. Pump, motorised valves, pipe work, feed and expansion tank
- g. Parts, labour and call-out charges

14. WE DO NOT COVER:

- a. General maintenance including, but not limited to, descaling of central heating pipes, adjustment to the timing and temperature controls of the domestic gas central heating system and/or venting (bleeding) of radiators
- b. Maintenance or replacement of fan convector heaters, heated towel rails or underfloor heating
- c. Corrosion or any work arising from hard water scale deposits
- d. Removal of sludge or hard water scale from the protected system
- e. Solar powered panels, associated systems or ground air and water source pumps

15. CLAIM LIMIT

There is no claims value limit as long as your claim is not assessed as being Beyond Economical Repair (BER).

16. EMERGENCY GAS SUPPLY PIPE COVER

At **our absolute sole** discretion, **we** will assist **you** to repair or replace any damaged section of the internal gas supply pipe following a gas leak occurring in **your home**. **Our assistance** will only be provided once the National Gas Emergency Service have attended and isolated the leak.

If you think you have a **gas leak** you must immediately call the National Gas Emergency Service on **0800 111999**. The National Gas Emergency Service will attend your property and isolate the leak.

17. CLAIMS COVERED INCLUDE:

- a. An emergency as a result of damage to the internal domestic gas supply pipe between the meter and the gas appliance which resulted in the reported leak.

18. WE DO NOT COVER;

- a. General maintenance.
- b. Temporarily frozen pipes where permanent damage is not confirmed.
- c. Systems not installed correctly or which do not conform to any governing Gas Safe regulation or requirements.
- d. Pipes outside the curtilage of **your home**.
- e. Leaks that cannot be readily traced.
- f. Leaks originating from appliances other than the boiler.

19. CLAIM LIMIT:

There is no claims value limit as long as your claim is not assessed as being Beyond Economical Repair (BER).

20. GAS APPLIANCE & BOILER COVER SERVICE

Provided you have paid your contract fees, we will guarantee that **our** engineers will conduct one annual service, safety and operational check in any 12 months period. **Our** engineers will usually carry out this service at around the same time each calendar year. This will depend on their workload and **your** appointment preference. Service, safety and operational check visits (where applicable) will be carried out on an agreed date between the 8th and 12th month after the commencement date of your service agreement and will be arranged automatically. If you are within the first 8 months of your service agreement and you require an earlier service, this can be arranged by bringing forward your payments to the amount of £60. Payment of the £60 will subsequently reduce your monthly direct debit.

Appointments will usually take place between the hours of 9am and 6pm

Monday to Friday, excluding bank holidays, and will be subject to our engineers' availability.

During **your** service, if the engineer finds **your** boiler has faults which cannot be repaired under your service agreement, they will provide you with an advisory note detailing any remedial work that should be undertaken. **Please note if you instruct us to arrange for any remedial repair work you will be fully responsible for any costs in terms of both labour and parts. We will not indemnify or guarantee any remedial work arranged between the customer and engineer direct.**

21. GENERAL CONDITIONS AND ADVICE

General Conditions

- a. The rights provided under this service agreement cannot be transferred to anyone else.
- b. **You** must give reasonable access to enable appropriate work to be carried out including following any advice from the **approved engineer** and / or the **helpline** in removing furniture if this is deemed necessary.
- c. **We will** cancel this service agreement immediately if **you** have provided inaccurate or misleading information or acted in a false or fraudulent manner in order to gain cover under this service agreement.
- d. To improve the quality of the service some calls to the **helpline** may be recorded.
- e. **You** must take reasonable care and maintain the **home** and its equipment in good order and take all reasonable precautions to prevent loss or damage. Any negligent or careless act could invalidate your claim.
- f. Any aggression or inappropriate behaviour towards our instructed engineer will mean the service agreement is immediately terminated.

22. SCHEDULING

We will discuss the timing of your repair with you by phone, email or through any other communication service. We will endeavour to ensure that your repair occurs as quickly as is reasonably practicable.

If you wish to reschedule your repair please call **0345 3192 247**. Please provide at least 24 hours' notice of your intention to reschedule. You will incur a cancellation charge if you do not inform us of your intention to reschedule in a timely manner.

In unusual circumstances, such as extreme weather events or illness, the Service Providers may be forced to reschedule your repair. We will endeavour to inform you of any

scheduling problems as quickly as possible but in some circumstances, we will be unable to inform you until the scheduled date of your repair. We will try at all times to minimise any inconvenience to you.

23. YOUR OBLIGATIONS

Please ensure that our approved engineer can easily access the property and any item that requires repair. Our approved engineer will be unable to affect any repair if they are unable to access any item or the repair represents a health and safety hazard.

If **your** boiler is situated in the loft, it is **your** responsibility to create access and **you** must ensure that **you** provide:

- a. A permanent safe ladder.
- b. Adequate lighting.
- c. Suitable working conditions including but not limited to height and space.

Our Approved Engineers will confirm a time slot for attendance. If entry cannot be obtained our engineer will obtain confirmation of his attendance and will leave. This will be classed as an abortive visit and will incur a £30 abortive fee. **We cannot** guarantee the availability of a specific time as this is an **emergency** service agreement. If your method of payment is direct debit, the £30 abortive fee will be debited from your account prior to any re-booking.

Please note if there are parking charges applicable outside your home address these must be paid by the Customer. If the charges are not paid the engineer will leave and this will be classed as an abortive attendance.

If you do not own the property where the item is located, you must obtain the property owner's permission before you arrange any repair. We do not accept any responsibility for damages or losses you sustain if you have not sought and obtained permission from the property owner.

Please provide us with as much information as possible about the repair required. This may include, but is not limited to, the manufacturer of the faulty item, the faults recognised (including any visual display on a boiler), the length of time the problem has been apparent, and if any other repairs have been attempted.

To minimise the cost and time length of your repair you should create as much access as possible. This may involve lifting up carpets, removing bath panels or lifting floorboards.

24. REPAIRS

Whilst we will take all reasonable steps to complete any repair, there are some instances when we will be unable to do so.

These include, but are not limited to:

- a. When completing the repair would pose an unacceptable health and safety risk, such as if the repair requires the removal of asbestos.
- b. When the item that requires repairing does not conform to legal standards, such as if a gas appliance has been fitted by an unregistered engineer.
- c. When the defect identified relates to a design fault.
- d. When the item that requires a repair has been subject to a product recall.

During a repair we may identify additional work that is required in order to bring your home up to regulatory standards, this may include but is not limited to; power flushes of plumbing systems, cleaning out of flues and vents for gas appliances, full drain-downs of heating systems and improvements to the safety and earthing arrangements for electrical installations. Any such work is not included in your service agreement. If you instruct us to carry out this work you will be responsible for the costs of all labour and parts.

You are not obliged to accept our approved engineers' recommendations for additional

repairs, although you will be unable to apply for subsequent repairs under your 24|7 Home Rescue maintenance plan until the approved engineers' recommendations have been adhered to or until another accredited professional has deemed that your home complies with regulatory standards. We will discuss the cost of these additional repairs with you and agree to a pricing structure before this additional work commences.

25. EXCESS PAYMENTS.

There are occasions when you will be required to make an excess payment. This payment has to be made for your claim to be progressed. If you choose not to make the payment your claim will be immediately declined. **Please note the excess payments are non-refundable irrespective of whether a repair is affected or not.**

The following represent occasions when an excess will be claimed from you:

a. **Mandatory excess.**

Your service agreement may have been purchased with an excess which reduced the amount of the premium payable. This is a mandatory excess and will need to be paid prior to any claim.

b. **Boiler aged over 11 years**

Any boiler aged 11 years or over will be subject to a £75 mandatory excess.

c. **Appliance aged over 5 years**

Any domestic appliance aged over 5 years will be subject to a £75 mandatory excess.

26. SECURITY PAYMENT

At our absolute sole discretion, we reserve the right to request a nominal security

payment of £75 where the breakdown is deemed pre-existing or intermittent. This payment may be refunded once the engineer has reported their findings and confirms that the fault being reported is covered under this agreement.

27. ONE OF REPAIRS & PAY ON USE

Should an **emergency** arise that is **not covered** under **your** service agreement we can arrange for an **approved engineer** to attend **your home** and effect any repair that is required. You will be responsible for all costs involved. The use of this service does not constitute a claim under your service agreement.

We will discuss the cost of your one-off repair with you to ensure you are satisfied with our charges for the repair.

To be eligible for a one-off repair you must sign up for a membership plan with 24|7 Home Rescue. If you choose this service, an initial £75 payment will be taken prior to deployment and all subsequent charges must be paid in full by you. Please note the initial £75 payment represents the cost of the engineer's first attendance. All subsequent costings including parts and labour are the responsibility of the customer.

28. MANUFACTURERS REPAIRS.

In some circumstances a manufacturer's repair may be offered to you. This allows access to specialist skills and parts. This repair is outside the terms of your service agreement. The cost of the repair including parts and labour are payable by you. Once payment has been processed and the manufacturer's engineer instructed this is non-refundable. (Unless you cancel the appointment 24hrs prior to the manufacturer's engineer attending).

The engineer may or may not use additional parts on their attendance, but whilst on site

they will provide an effective repair. They will thoroughly test the boiler and provide a minimum 14 days warranty. As such if there is a subsequent breakdown within this time, they will revisit and effect any repair without additional cost.

Please note the manufacturer's engineer may differ in his diagnosis from the initial engineer who attended. He may use parts not previously deemed necessary or may not use parts previously advised as required. The manufacturer's engineer will approach the repair independently without any pre-determined view.

In order for a manufacturer's engineer to attend the repair of any boiler the following conditions must apply:

- a. The repair is limited to gas combination boilers only.
- b. This service is limited to a select number of manufacturers.
- c. You must comply with general conditions referring to access to the boiler
- d. The boiler must have been regularly maintained and have no signs of sludge.
- e. The boiler must have been installed to the manufacturer's standard.

Manufacturer's repairs exclude the following:

- a. The flue, gas supply and central heating system to the boiler.
- b. Repair to any boiler deemed Beyond Economic Repair or unrepairable as assessed by the manufacturer's engineer.

29. REPLACEMENT OF PARTS OR COMPONENTS

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.

When replacement parts are received, **we** will contact **you** to arrange a suitable time slot for the **engineer** to attend. If **we** cannot get a replacement part needed to carry out a repair **our** liability will be limited to a temporary repair to make the **emergency** safe.

Obsolete parts:

We use reputable suppliers who stock the usual parts required to fix most boilers. However, if, when attempting to fix your system we find that the relevant manufacturer's spare parts are not readily available after a search of all our stockists or that parts may be available but will take longer than 28 days to source, we will not be able to complete your repair.

30. DAMAGES

We will take all reasonably practicable steps to avoid damaging your property during the course of your repair. We will fill any holes and reassemble fittings and features as required but will not replace or repair any damages that was caused by the existing fault. We will only be liable to recompense you for damages caused by wilful negligence. By agreeing to a repair, you accept that some property damage may be an inevitable consequence.

31. FRAUD

You must not act in a fraudulent manner. If you, or anyone acting for you, makes 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 in any respect, then the Service Providers:

- a. Will decline the claim.
- b. Will be entitled to recover any amounts paid from the inception of the Service agreement.
- c. Will inform the police, insurance authorities or fraud prevention agencies of the circumstances

32. DATA PROTECTION

We take your privacy seriously. We will only share your personal information with other bodies when doing so is essential for the completion of your repair. This may involve informing our approved engineers of your name, address and the repair required, and communicating with manufacturers to receive the parts required for your repair.

Your personal data may be used for one or all of the following reasons:

- a. To manage your membership or any reward or loyalty schemes.
- b. To protect your health or safety.
- c. To offer you information and advice about our services.
- d. To offer you discounts and billing information.
- e. To improve our operations.
- f. To assist in staff training.
- g. As part of regulatory or legal requirements (this includes a valid request from regulatory authorities including the police, HM Revenue, a court order etc. Please note this list is not exhaustive).
- h. To deal with any outstanding debt accrued to the Service Provider.

Please write to the Data Protection Officer at 24|7 Home Rescue, 3 Petre Court, Petre Road, Clayton-le Moors, BB5 5HY. We charge a small handling fee for this information.

Please note that we have altered and adopted further procedures to comply with General Data Protection Regulations (implementation date 25.5.18.) For further information see:

<https://safenet.gemalto.com/data-protection/data.../european-union-eu-compliance/>

DEBT COLLECTION

We reserve the right to transfer your data to a third-party debt collection agency. This data will be utilised solely for the recovery of any outstanding payment owed to the service provider.

In the event that 24|7 Home Rescue sells part or all of its operations to another business your personal information may be shared with this business. We will inform you of this occurrence in advance to confirm that you consent for your data to be shared in this way.

If you do not pay any money owed to 24|7 Home Rescue, we may be forced to transfer your debt to another organisation, such as a debt collection agency. We may also share your information with fraud prevention and credit reference agencies to assess your ability to pay your membership fees and your ability to afford any other services we may have on offer.

We may monitor phone calls and other communications we have with you to ensure we continue to provide a high-quality service and for staff training purposes.

You are entitled to receive a copy of any information we hold about you.

Please log your claim online at:

<http://customerservice.247homerescue.co.uk>

We charge a small handling fee for this information.

33. HOW TO ARRANGE EMERGENCY ASSISTANCE

- a. Emergencies which could result in serious injury to the public or damage to property should be immediately advised to the Service Provider and/or the public emergency services. The service agreement does not provide cover for any repairs, damage or other loss resulting from gas leaks which occur outside the boundary of the home.
- b. Before requesting **emergency assistance**, you should check that the circumstances are covered by **your** service agreement. Remember this is not a maintenance service contract and does not cover routine maintenance in **your home**.
- c. Where **you** have chosen to pay monthly, any **call out** will only be considered if **your monthly fee** has been paid from the **commencement date** of this service agreement, up to and including the month in which the **emergency** occurred and there are no outstanding payments.
- d. **You** must telephone **our helpline** within 24 hours of the **emergency** occurring or within 24 hours of becoming aware of the emergency and provide details of the **assistance you** require. All requests for **emergency assistance** must be made through the **helpline**. Do not make any arrangements **yourself** without prior authorisation from the **helpline**. If **you** do, **we** will not reimburse any costs **you** may incur. Please note failure to notify us of the emergency within 24 hours could invalidate your claim or incur an excess payment.
- e. The **helpline** will appoint an **approved engineer** to attend **your home**, provided that this is not precluded by adverse weather conditions, health and safety, industrial disputes (official or otherwise), failure of the public transport system including the road and railway networks and any other circumstances preventing access to the **home** or otherwise, making the

provision of **emergency assistance** impossible.

- f. The **helpline** and the **approved engineer** will have reasonable discretion as to when and how work is undertaken. This will be based on a detailed risk assessment. **We** reserve the right to delay or cancel repairs deemed a health & safety risk.
- g. The **approved engineer** will charge all costs covered by the service agreement directly to **us**. Under no circumstances must any payment be made direct. **You** will be asked to pay the cost of:
 - i Any **excess** applicable to the service agreement;
 - ii **Aborted Call out** costs if there is no one at the property when the **approved engineer attends**.
 - iii Fitting replacement parts or components of a superior specification to the original at **your** request or our engineer's recommendations.

34. RENEWALS

Your service agreement will automatically renew following receipt of your payment for the **period of protection** as defined in your cover plan. For customers that have opted to pay annually, a payment will be automatically taken from the direct debit details provided.

The price will be reflected in your renewal quote. If your renewal quote has changed we will notify you. Factors that may affect your renewal quote are; inflation, claims frequency and length of time on cover. If we do not receive notification of cancellation then we will automatically renew the service agreement based on the renewal quote.

35. COOLING OFF PERIODS AND CANCELLATIONS

We hope **you** are satisfied with the cover this service agreement provides. If this service agreement does not meet with **your** requirements please write to 24|7 Home Rescue within 14 days of issue (the Cancellation period) and **we** will cancel the agreement. Please note, only **you** or **your authorised representative(s)** should write to cancel. The cancellation period provided within **your** service agreement is inclusive of the statutory 14-day period which begins on the **commencement date**, or 14 days from the date **you** receive **your** service agreement documentation, whichever is the earliest. Please note you are entitled to cancel your service agreement at any time irrespective of whether you are paying by direct debit or have paid by a single annual payment. Please note the following terms: -

- a) Where **your** service agreement is cancelled within the cancellation period and **you** have not made an accepted claim (i.e. a claim which results in the attendance of an engineer to affect a repair) **you** will receive a refund of any fee **you** have paid to **us**.
- b) Where **your** service agreement is cancelled either within or after the cancellation period and **you** have made an accepted claim **your** fee will **not** be refunded.
- c) Where you have paid by way of a single payment providing cover for 12 months and have not made any accepted claim, if you cancel within the cancellation period your fee will be refunded in full. If you cancel outside the cancellation period and have made an accepted claim or have had an engineer's visit (e.g. boiler service), you will be subject to a cancellation fee. The cancellation fee payable is £120 excluding VAT (£144).

- d) In any event **you** will need to pay for any non-protected service that **you may** have received.

36. OUR RIGHTS TO CHANGE OR CANCEL THE COVER TERMS OR PRICE

You will receive immediate notice if we decide or need to change the terms of **your** Service agreement or the cost of **your** Service agreement. Any change will be updated onto your **MYACCOUNT** page. It is important that you review your account regularly.

Changes could be made for the following reasons (not exhaustive):

- a. To make minor changes to the wording in your service agreement that do not affect the nature of the cover and benefit provided, such as changes to make the service agreement easier to understand.
- b. To reflect changes in the law, (including any decision relating to any code of practice or industry guidance) affecting **us** or **your** service agreement.
- c. To reflect changes to taxation applicable to your service agreement (including but not limited to Value Added Tax).
- d. To reflect increases or reductions in the actual or projected costs of providing **your** cover, including but not limited to cost increases or reductions caused by changes to the number, costs or timing of claims which **we** as part of **our** pricing service agreement have assumed or projected will be made under this service agreement.
- e. To cover the cost of any changes to the cover / benefits provided under this service agreement including but not limited to the removal of one or more service agreement exclusion(s).

- f. To cover the cost of changes to the systems, services or technology in support of this service agreement.
- g. At our absolute sole discretion, we retain the right to immediately and completely cancel or terminate this agreement without prior notice or due cause at any time.

37. YOUR AGREEMENT

- a. You hereby authorise 24|7 Home Rescue to transfer data for the purposes set out above, including data defined as 'sensitive personal data' under the Data Protection Act 1998 and consent to the new arranger/administrator being able to offer continuation of service. If at any time you wish to withdraw your agreement, please let 24|7 Home Rescue know by writing to the registered address.
- b. 24|7 Home Rescue will arrange and administer **your** service agreement. If **you** need to contact 24|7 Home Rescue regarding **your agreement**, please phone the customer services number or write to the registered address.
- c. 24|7 Home Rescue will collect the fee in accordance with your instructions. Any monies relating to the services that are held by **us** (including fees collected by **us**, fees to be refunded to **you** and claims monies) shall be held by **us**.
- d. 24|7 Home Rescue can amend these terms and conditions for legal reasons. Where this change benefits **you**, **we** will make the change immediately and notify **you** within 30 days. In all other cases we will write to advise you of the change at least 30 days prior to the change taking effect. If the changes do not benefit **you** and **you** wish to cancel **your** service agreement, **you** may do so and **we** will follow the procedure as

outlined under the paragraph headed Cooling off Periods (**Para 6 above**).

- e. 24|7 Home Rescue will notify you if in the future it enters into an agreement with a new underwriter(s) for all or part of **your** service agreement, to confirm the details of the new underwriter and give **you** details of any changes to the terms and conditions of **your** service agreement. **You** hereby authorise 24|7 Home Rescue to transfer any personal data to a new underwriter, including data defined as 'sensitive personal data' under the Data Protection Act 1998, and consent to the new underwriter being able to offer continuation of the service agreement to **you**. If at any time **you** wish to withdraw your agreement to this, please let 24|7 Home Rescue know by writing to the registered address.
- f. 24|7 Home Rescue will notify you if in the future it transfers in full or in part the arranging and administration of **your** service agreement to another arranger and/or administrator to confirm the details of the new provider and give **you** details of any changes to the terms and conditions of this service. **You** hereby authorise 24|7 Home Rescue to transfer data for the purposes set out above, including data defined as 'sensitive personal data' under the Data Protection Act 1998 and consent to the new arranger and/or administrator being able to offer continuation of service to **you**. If at any time **you** wish to withdraw your agreement to this, please let 24|7 Home Rescue know by writing to the registered address.

38. CUSTOMER SERVICE AND COMPLAINTS

The aim of 24|7 Home Rescue is to provide **you** with an unrivalled first-class service at all times. The Service Providers are committed

to maintaining the highest standards of professional and ethical conduct in all dealings with you.

However, **we** realise that things can sometimes not go as planned and there may be occasions when **you** feel that **you** have not received the service **you** expected. When this happens, **we** want to hear about it so **we** can put things right.

We take all complaints seriously and we will do our very best to resolve the issue promptly. If we need more time to look into matters, we will let you know and keep you appropriately updated. If you remain dissatisfied with our final response, or it has exceeded eight weeks and you have not heard anything you have recourse to our helpline and support as detailed below.

Only the named **service agreement holder(s)** or an **authorised representative** should call or write to make a formal complaint.

To make a complaint, please contact:

<http://customerservice.247homerescue.co.uk>

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

39. SERVICE AGREEMENT

In designing our service plan, we decided to become fully independent but still operate a similar underwriting model as required by the Insurance Industry. As a service provider 24|7 Home Rescue operates as a noninsurance registered entity. This is a very important attribute in keeping our operating costs to a minimum. Traditional warranty companies usually operate on an insured basis and are either owned or contracted to an insurance company. **We are not registered with the Financial Conduct Authority. Our service plan is outside of the FCA's remit, as it is a service plan.**

40. 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 and, subject to the terms of this clause, any disputes arising between the parties under this agreement shall be referred to the exclusive jurisdiction of the courts of England and Wales, unless the protected **home** is located in Scotland, in which case the law of Scotland shall apply.

41. DATA PROTECTION ACT 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing service agreements and handling claims, this may necessitate providing certain information to third parties.

42. USEFUL CONTACTS

Online Portal:

our 24hour online facility allows you to report a claim, book a service or view your documents.

Log into 'My Account' on www.247homerescue.co.uk using your name and cover plan number.

- **Customer Services:**
0345 3192 247
(Mon to Fri 10:00 – 18:00)
- **Emergency 24hr Claims Line:**
0345 077 4177
- **Administration:**
admin@247homerescue.co.uk
- **Complaints**
<http://customerservice.247homerescue.co.uk>



24|7 HOME RESCUE

HOME EMERGENCY TERMS & CONDITIONS

1. INTRODUCTION

This service agreement is arranged by: 24|7 Home Rescue (a trading name of 24|7 Home Assist Limited), a company registered in England and Wales, Company No. 09438900. Registered Office: 24 Queen Street, Manchester, M2 5HX (the "Service Providers").

24|7 Home Rescue is a specialist provider of emergency boiler breakdown cover, boiler servicing, home emergency and appliance cover membership service plans. It has an in-house gas engineer department as well as access to over 3,000 Gas-Safe registered engineers and other qualified contractors. It operates throughout the UK.

Members of 24|7 Home Rescue can claim for gas emergency repairs, electrical emergencies, plumbing repairs, drainage repairs, appliance repairs and boiler repairs. Members are also entitled to an annual boiler service.

Please read these Terms & Conditions carefully. This document forms the basis of your agreement with us. It is important you understand exactly the extent of cover provided in the service agreement purchased. If you are unsure about anything or have a query please contact us immediately.

At their absolute sole discretion, the Service Providers will give the benefit described in this Service agreement for the agreement Term and for any subsequent period that the Service Providers and you may agree. This Service agreement will not be in force unless you have paid all amounts due under the Service agreement (this may be payment in advance or a direct debit facility) agreed by an

authorised representative of the Service Providers, and confirmation has been sent to you with the Service agreement. The Service agreement contains details of the service cover purchased, and the terms and conditions applicable.

2. DEFINITIONS

The following words (in bold) shall have the meanings given whenever they appear on documentation between the Service Provider and the Customer.

- **Administrator** - refers to a representative of 24|7 Home Rescue, who will handle any queries relating to your service agreement / service agreement amendments and to whom you should report details of any claim.
- **Approved Engineer** - means a qualified person approved and instructed by the helpline to undertake emergency work.
- **Assistance** - means the reasonable efforts made by the approved engineer/plumber during a visit to your home to complete a temporary repair to limit or prevent damage, or if at a similar expense, the cost of completing a permanent repair in respect of the cover provided.
- **Authorised Representative** - means a person appointed by you to deal with your service agreement on your behalf.

If you wish to appoint a person to do this, you must notify 24|7 Home Rescue in writing.

- **Call Out** - means a request for **emergency assistance**, even if the request is subsequently cancelled.
- **Claims Limit**- Means the maximum amount payable by us as stated under each section of cover including call out charges, labour, parts and materials (including) VAT and subject to prior agreement from us.
- **Commencement Date** - means the start date of service agreement.
- **Emergency** – Means a sudden and unexpected event which if not dealt with quickly, would in the reasonable opinion of the helpline:
 - a. Render the home unsafe.
 - b. Cause excessive damage to your property.
 - c. Cause significant personal risk to you.
 - d. Cause a significant health and safety risk.
- **Excess** - Means the first amount of each claim, payable by you to the helpline before the approved engineer will attend. This payment will be taken before assistance is provided. Payment can be made by way of credit or debit card. **(It is important you check your service agreement carefully to determine whether a mandatory excess is applicable).**
- **Exclusions**- means any circumstance where we will not cover against any loss or claim.
- **Helpline** - means the telephone number for **you** to report an **emergency** under this service agreement.
- **Home**- Means your normal residence as identified and recorded on your service agreement.
- **Intermittent fault** – means a problem that has been identified but is not consistent. If the problem ceases on inspection by the engineer any further reporting of this issue will be deemed to be intermittent. In such circumstances an excess fee is applicable.
- **Period of Protection** - The duration period noted on **your service agreement**, either monthly or annually, as determined by **you** depending on **your** preference for payment.
- **Reference number** – used to locate your details for your membership. This is located on your service agreement.
- **Rolling Agreement** – Your service agreement will automatically renew following receipt of your payment for the period of protection as defined in your cover plan. For customers that have opted to pay annually, a payment will be automatically taken from the direct debit details provided.
- **Service agreement** - means the document sent to **you** confirming the **commencement date**, **your** details, cover type and details of any cover.
- **Territorial Limits** shall mean Great Britain, (excluding Northern Ireland and Isles), subject to any repairs being carried out in the UK by repairers approved by us.
- **Third party** - means any party other than contractors working on behalf of the **Service Providers**.
- **Unoccupied** - means where no one has been resident in the **home** for a period exceeding 30 consecutive days.
- **We, Us, Our** – means the Service **Providers**.
- **You, Your** - means the person who applied for this service agreement and is named on the **schedule** as the service agreement holder.

3. EXCLUSIONS

There are certain exclusions which could limit your cover. Please read the relevant sections of these Terms and Conditions very carefully to ensure this service agreement meets your requirements. **We do not wish for you to discover after an incident has occurred that you are not protected for a particular event. Please note the following circumstances will exempt your claim (not exhaustive):**

- a. Any claim not falling within your service agreement.
- b. **Homes** situated outside the UK mainland, excluding all Isles and Northern Ireland.
- c. Events where on attendance it becomes clear that the **call out** is not an **emergency**.
- d. Any claim arising out of circumstances known to you before your service agreement commencement date.
- e. Any costs/activities in excess of the claims limit or any specified limit subject to your service agreement.
- f. Improvements including work that is needed to bring the protected system up to current standards.
- g. Any amount that is recoverable upon the occurrence of an emergency at no significant expense to **you** under any guarantee, warranty, maintenance, and rental hire or lease agreement.
- h. Any claim resulting from defective installation / failure to properly service in accordance with manufacturers guidelines.
- i. Any design defect or any repair that is rendered, in **our** opinion, either difficult or impossible due to problems with the access needed to facilitate the repair.
- j. Any damage caused by the **approved engineer** in gaining access to the home due to the failure of the locks or removing an appliance or any equipment from its operation position in order to affect an **emergency** repair.
- k. Any claim where a repair/ replacement is only necessary due to changes in legislation/health and safety guidelines.
- l. Accidental or deemed negligent e damage. The Service Providers will use their expert judgement, including their engineers' recommendations, to determine how the damage was sustained.
- m. Any parts not supplied and chosen by us. Subject to any applicable regulations, our engineer can fit an alternative part (that complies with British Standards) supplied by you at the time of the visit (e.g. a switch or tap) however this part will not be guaranteed. Our engineer will not fit alternative parts supplied by you where the claim relates to the gas supply or the central heating system;
- n. Normal day-to-day maintenance of the items covered by your service agreement at your property, for which you are responsible;
- o. Any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present;
- p. Any loss in the event of damage occurring where the property has remained unoccupied for 30 or more consecutive days;
- q. Any loss arising from subsidence, heave of the site or landslip caused by:
 - bedding down of new structures;
 - demolition or structural repairs or alterations to the property;
 - faulty workmanship or the use of defective materials;
 - river or coastal erosion;
- r. Any loss or damage arising as a consequence of:
 - war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil

war, rebellion, revolution, insurrection, coup, riot or civil disturbance; - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component; - any defect, loss or damage occasioned by fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes, unless the consequences of any of these are expressly stated to be included elsewhere;

- s. 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;
- t. Any defect, damage or breakdown caused by malicious or wilful action, negligence, misuse or third-party interference, including any attempted repair or modification to the elements covered by this service agreement, which does not comply with British Standards;
- u. The costs of any work carried out by you or persons not authorised by us in advance;

4. DAMAGES

We will take all reasonably practicable steps to avoid damaging your property during the course of your repair. We will fill any holes and reassemble fittings and features as required but will not replace or repair any damages that was caused by the existing fault. We will only be liable to recompense you for damages caused by wilful negligence. By agreeing to a repair, you accept that some property damage may be an inevitable consequence.

5. 14 DAY COOLING OFF PERIOD

Every Service Agreement purchased is subject to a 14-day cooling off period. This allows the **Service Provider** and the **Customer** to cancel the service agreement without penalty. Please note that any claim submitted within this 14-day period will be subject to a mandatory non-refundable £95 excess. If subsequently the breakdown is deemed to be as a result of an intermittent or pre-existing fault the claim will be declined.

6. Free Trial promotion

Free trial eligibility is determined by 247 Home Rescue at its sole discretion and we may limit eligibility to prevent free trial abuse. We reserve the right to revoke the free trial and put your account on hold in the event that we determine that you are not eligible. We may use information such as device ID, method of payment or an account email address used with an existing or recent membership to determine eligibility. For combinations with other offers, restrictions may apply.

We will charge your Payment Method for your monthly membership fee at the end of the free trial period unless you cancel your membership prior to the end of the free trial period. To view the monthly membership price and end date of your free trial period, visit our website and click the "MY ACCOUNT" link and click "SERVICE CONTRACT".

7. COVER TYPES PROVIDED

At our absolute sole discretion, this service agreement provides the protection described in the previous sections which have resulted in an emergency occurring. The benefit under your service agreement is limited to the claim limit stated in each section of cover. The amount we will pay in respect of any one claim

shall not exceed the claim limit including call out charges, labour and materials. You are responsible for any additional costs of repair where the claim exceeds the benefit provided under the service agreement. Your service agreement will show the levels) of purchase.

8. PLUMBING

At **our** absolute sole discretion, **we** will assist **you** to stop any **emergency** which has arisen from the sudden and unexpected failure of, or damage to, the internal plumbing within your **home** that has caused or may result in internal water leakage, flooding or water damage.

9. What we cover:

- a. The internal hot and cold-water pipes between the main internal stopcock and the internal taps.
- b. The cold-water storage tank.
- c. The toilet facility when it is the only toilet available.
- d. A leak which cannot be contained from the following:
 - i Toilet cistern.
 - ii Internal section of the overflow pipe.

10. We do not cover:

- a. General maintenance, including but not limited to dripping /leaking taps.
- b. Frozen pipes which have not caused any damage.
- c. Leaks from any household appliances, sinks, showers or baths where leakage only occurs when the appliance is in use or is due to cracked or broken units.
- d. Cracked or broken toilets or cistern.

- e. Pipes outside the curtilage of **your home**.
- f. Pop-up waste mechanisms.
- g. Bath/shower seals or grouting.
- h. Hot water cylinder replacement (or its elements).

11. Claim Limit - £1,000 per claim

12. DRAINAGE

At **our** absolute sole discretion, **we** will assist **you** to stop an **emergency** which has arisen from the sudden and unexpected failure of, or damage to, the drainage system of **your home**.

13. Claims covered include:

- a. An emergency relating to the blockage to the waste pipe or drains within the boundaries of your property.
- b. Restoring the flow within the waste pipes and drains, using conventional methods such as rodding and jetting to overcome the emergency.

14. We do not cover:

- a. General service and maintenance including but not limited to the build-up of leaves, fat or oil blockages within the drainage system and clearance of any debris.
- b. Any drainage system which is not of clay pot, plastic, P.V.C or concrete construction.
- c. Cesspits, septic tanks, vacuum drainage systems and electric pumps.
- d. Plumbing and filtration system for swimming pools or spa bath.

- e. Detached outbuildings.
- f. Guttering or fall pipes of the **home**.
- g. Damage to drains caused by structures not conforming to local building regulations or caused as a result of negligence or neglect.
- h. Drain clearance where **you** have been previously advised of the need to install access points (e.g. rodding eye, manhole, etc.).
- i. Soil vent pipes.
- j. Roofs and rooflines.

15. PEST CONTROL

At our absolute sole discretion, we will pay for the removal of any pest infestation involving wasps, hornet nests or mice/rats where the infestation is inside your home.

16. Claims covered include:

- a. Wasps or hornet nest in the home.
- b. Mice or rat infestation in the home.

17. We do not cover:

- a. Pest infestation in your garden.
- b. Pests in any outbuildings.
- c. Other animal control issues.
- d. Any claim where the pest infestation is not readily visible (**Tracing and investigation of infestation is excluded from cover**).

18. Claim Limit - £1000 per claim

19. SECURITY & LOST KEYS

At our absolute sole discretion, **we** will assist **you** and pay for the **call out**, labour, parts and

materials involved in emergencies relating to the security of **your home, including** lost keys to **your home**.

- **Security** – We will assist you to repair and replace any external lock door and window to make the home safe in the event of damage or failure to the external lock, door or window.
- **Lost Keys** – We will assist you to gain access to your home in events arising from the loss of keys where you have lost the only available keys and are unable to obtain replacements or gain access.

20. Claims covered include:

- a. Creating emergency access when you are locked out of your home where the home is deemed unsafe or insecure.
- b. Boarding up broken doors or windows.
- c. Repairing broken locks on external doors.
- d. Replacing lost keys when the property is insecure.

21. We do not cover:

- a. Loss of keys to the main property if another set exists.
- b. Loss of keys for any outbuilding, garage or shed which is not part of the main **home**.
- c. Loss of keys as a result of any negligent or careless act.
- d. Internal doors and windows.
- e. Replacement or repair of electronic units powering garage doors.

22. Claim Limit - £1,000 per claim.

23. EMERGENCY COVER

At **our** absolute sole discretion, **we** will assist **you** to repair or replace any item or system beyond **your** supply meter which causes the breakdown or failure of the permanent domestic electrical wiring system supplying electrical power to **your home**.

24. Claims covered include:

- a. Emergencies caused by a fault to the domestic electrical wiring.
- b. Fuse box breakdowns.
- c. Loss of power to circuits.

25. We do not cover:

- a. External lighting and lighting fixtures attached to any outbuilding such as a shed or greenhouse. Any non-permanent structure is also excluded.
- b. Domestic appliances or any electrical item utilised with a plug or batteries.
- c. Replacing light bulbs, fuses and any other routine electrical maintenance task.
- d. External lighting and lighting fixtures attached to any outbuilding such as a shed or greenhouse. Any nonpermanent structure is also excluded.
- e. Swimming pools, garden areas, fish tanks, ponds, burglar alarms, smoke alarms, satellite/TV equipment, telephone equipment, doorbells, garage doors, shower units, portable and fixed heating systems, immersion heaters, power generating systems including solar panels and wind turbines and any three phase electrical systems. **(This list is not exhaustive)**.
- f. Wiring or electrics in communal areas.
- g. poor maintenance or exposed wires within the fuse.
- h. Replacement of the fuse box.

26. Claim Limit - £1,000 per claim.

27. GENERAL CONDITIONS

The rights provided under this service agreement cannot be transferred to anyone else.

- a. **You** must give reasonable access to enable appropriate work to be carried out including following any advice from the **approved engineer/plumber** and/ or the helpline in removing furniture if this is deemed necessary.
- b. **We will** cancel this service agreement immediately if **you** have provided inaccurate or misleading information or acted in a false or fraudulent manner in order to gain cover under this service agreement.
- c. To improve the quality of the service some calls to the **helpline** may be recorded for training and monitoring purposes.
- d. **You** must take reasonable care and maintain the **home** and its equipment in good order and take all reasonable precautions to prevent loss or damage. Any negligent or careless act could invalidate your claim.
- e. **Any** act of aggression or inappropriate behaviour towards our instructed engineer will result in the immediate termination of the service agreement.

28. SCHEDULING

We will discuss the timing of your repair with you by phone, email or through any other communication service. We will endeavour to ensure that your repair occurs as quickly as is reasonably practicable.

If you wish to reschedule your repair please call **0345 3192 247**. Please provide at least 24 hours' notice of your intention to reschedule. You will incur a cancellation charge if you do

not inform us of your intention to reschedule in a timely manner.

In unusual circumstances, such as extreme weather events or illness, the Service Providers may be forced to reschedule your repair. We will endeavour to inform you of any scheduling problems as quickly as possible but in some circumstances, we will be unable to inform you until the scheduled date of your repair. We will try at all times to minimise any inconvenience to you.

29. REPAIRS

Whilst we will take all reasonable steps to complete any repair, there are some instances when we will be unable to do so.

These include, but are not limited to:

- a. When completing the repair would pose an unacceptable health and safety risk, such as if the repair requires the removal of asbestos.
- b. When the item that requires repairing does not conform to legal standards, such as if a gas appliance has been fitted by an unregistered engineer.
- c. When the defect identified relates to a design fault.
- d. When the item that requires a repair has been subject to a product recall.

During a repair we may identify additional work that is required in order to bring your home up to regulatory standards, this may include but is not limited to; power flushes of plumbing systems, cleaning out of flues and vents for gas appliances, full drain-downs of heating systems and improvements to the safety and earthing arrangements for electrical installations. Any such work is not included in your service agreement. If you instruct us to carry out this work you will be responsible for the costs of all labour and parts.

You are not obliged to accept our approved engineers' recommendations for additional

repairs, although you will be unable to apply for subsequent repairs under your 24|7 Home Rescue maintenance plan until the approved engineers' recommendations have been adhered to or until another accredited professional has deemed that your home complies with regulatory standards. We will discuss the cost of these additional repairs with you and agree to a pricing structure before this additional work commences.

30. YOUR OBLIGATIONS

Please ensure that our approved engineer/plumber can easily access the property and any item that requires repair. Our approved engineer/plumber will be unable to affect any repair if they are unable to access any item or the repair represents a health and safety hazard.

If the repair is situated in the loft, it is **your** responsibility to create access and you must ensure that **you** provide:

- a. A permanent safe ladder.
- b. Adequate lighting.
- c. Suitable working conditions including but not limited to height and space.

Our Approved Engineers will confirm a time slot for attendance. If entry cannot be obtained our engineer will obtain confirmation of his attendance and will leave. This will be classed as an abortive visit and will incur a £30 abortive fee. **We cannot** guarantee the availability of a specific time as this is an **emergency** service agreement. If your method of payment is direct debit, the £30 abortive fee will be debited from your account prior to any re-booking.

Please note if there are parking charges applicable outside your home address these must be paid by the Customer. If the charges are not paid the engineer will leave and this will be classed as an abortive attendance.

If you do not own the property where the item is located, you must obtain the property

owner's permission before you arrange any repair. We do not accept any responsibility for damages or losses you sustain if you have not sought and obtained permission from the property owner.

Please provide us with as much information as possible about the repair required. This may include, but is not limited to, the manufacturer of the faulty item, the faults recognised (including any visual displays), the length of time the problem has been apparent, and if any other repairs have been attempted.

To minimise the cost and time length of your repair you should create as much access as possible. This may involve lifting up carpets, removing bath panels or lifting floorboards.

31. EXCESS PAYMENTS.

There are occasions when you will be required to make an excess payment. This payment has to be made for your claim to be progressed. If you choose not to make the payment your claim will be immediately declined. **Please note the excess payments are non-refundable irrespective of whether a repair is affected or not.**

32. ONE OF REPAIRS & PAY ON USE

Should an **emergency** arise that is **not covered** under **your** service agreement we can arrange for an **approved engineer/plumber** to attend **your home** and effect any repair that is required. You will be responsible for all costs involved. The use of this service does not constitute a claim under **your** service agreement.

We will discuss the cost of your one-off repair with you to ensure you are satisfied with our charges for the repair.

To be eligible for a one-off repair you must sign up for a membership plan with 24|7 Home Rescue. If you choose this service, an initial £75 payment will be taken prior to

deployment and all subsequent charges must be paid by the customer.

33. REPLACEMENT OF PARTS OR COMPONENTS

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.

When replacement parts are received, **we** will contact **you** to arrange a suitable time slot for the **engineer** to attend. If we cannot get a replacement part needed to carry out a repair our liability will be limited to a temporary repair to make the **emergency** safe.

Obsolete parts:

We use reputable suppliers who stock the usual parts required to fix most boilers. However, if, when attempting to fix your system we find that the relevant manufacturer's spare parts are not readily available after a search of all our stockists or that parts may be available but will take longer than 28 days to source, we will not be able to complete your repair.

34. FRAUD

You must not act in a fraudulent manner. If you, or anyone acting for you, makes 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 in any respect, then the Service Providers:

- a. Will decline the claim.

- b. Will be entitled to recover any amounts paid from the inception of the Service agreement.
- c. Will inform the police, insurance authorities or fraud prevention agencies of the circumstances.

35. PRIVACY

Your personal data may be used in-house for one or all of the following reasons:

- a. To manage your membership or any reward or loyalty schemes.
- b. To protect your health or safety.
- c. To offer you information and advice about our services.
- d. To offer you discounts and billing information.
- e. To improve our operations.
- f. To assist in staff training.
- g. As part of regulatory or legal requirements.

In the event that 24|7 Home Rescue sells part or all of its operations to another business your personal information may be shared with this business. We will inform you of this occurrence in advance to confirm that you consent for your data to be shared in this way.

If you do not pay any money owed to 24|7 Home Rescue, we may be forced to transfer your debt to another organisation, such as a debt collection agency. We may also share your information with fraud prevention and credit reference agencies to assess your ability to pay your membership fees and your ability to afford any other services we may have on offer.

We may monitor phone calls and other communications we have with you to ensure we continue to provide a high-quality service and for staff training purposes.

You are entitled to receive a copy of any information we hold about you.

36. RENEWALS

Your service agreement will automatically renew following receipt of your payment for the **period of protection** as defined in your cover plan. For customers that have opted to pay annually, a payment will be automatically taken from the direct debit details provided.

The price will be reflected in your renewal quote. If your renewal quote has changed we will notify you. Factors that may affect your renewal quote are; inflation, claims frequency and length of time on cover. If we do not receive notification of cancellation then we will automatically renew the service agreement based on the renewal quote.

37. HOW TO ARRANGE EMERGENCY ASSISTANCE

- a. Emergencies which could result in serious injury to the public or damage to property should be immediately advised to the Service Provider and/or the public emergency services. The service agreement does not provide cover for any repairs, damage or other loss resulting from gas leaks which occur outside the boundary of the **home**.
- b. Before requesting **emergency assistance**, you should check that the circumstances are covered by **your** service agreement. Remember this is not a maintenance service contract and does not cover routine maintenance in **your home**.
- c. Where you have chosen to pay monthly, any call out will only be considered if your monthly fee has been paid from the commencement date of this service agreement, up to and including the month in which the emergency occurred and there are no outstanding payments.

- d. You must telephone our helpline within 24 hours of the emergency occurring (or 24 hours from when you first became aware if you have been away) and provide details of the assistance you require. All requests for emergency assistance must be made through the helpline. Do not make any arrangements yourself without prior authorisation from the helpline. If you do, we will not reimburse any costs you may incur. Please note failure to notify us of the emergency within 24 hours could invalidate your claim or incur an excess payment.
- e. The helpline will appoint an approved engineer/plumber to attend your home, provided that this is not precluded by adverse weather conditions, health and safety, industrial disputes (official or otherwise), failure of the public transport system including the road and railway networks and any other circumstances preventing access to the home or otherwise, making the provision of emergency assistance impossible.
- f. The helpline and the approved engineer/plumber will have reasonable discretion as to when and how work is undertaken. This will be based on a detailed risk assessment. We reserve the right to delay or cancel repairs deemed a health & safety risk.
- g. The approved engineer/plumber will charge all costs covered by the service agreement directly to us. Under no circumstances must any payment be made direct. You will be asked to pay the cost of:
 - i Any **excess** applicable to the service agreement;
 - ii **Aborted Call out** costs if there is no one at the property when the **approved engineer/plumber attends**.

- iii Fitting replacement parts or components of a superior specification to the original at **your** request or our engineer's recommendations.
- iv Work in excess of the claims limit.

38. OUR RIGHTS TO CHANGE OR CANCEL THE COVER TERMS OR PRICE

You will be notified if we decide or need to change the terms of your Service agreement or the cost of **your** Service agreement. **We** may make changes immediately and update your **MYACCOUNT** to reflect the current position. Changes could be made for the following reasons (not exhaustive):

- a. To make minor changes to the wording in your service agreement that do not affect the nature of the cover and benefit provided, such as changes to make the service agreement easier to understand.
- b. To reflect changes in the law, (including any decision relating to any code of practice or industry guidance) affecting **us** or **your** service agreement.
- c. To reflect changes to taxation applicable to your service agreement (including but not limited to Value Added Tax).
- d. To reflect increases or reductions in the actual or projected costs of providing **your** cover, including but not limited to cost increases or reductions caused by changes to the number, costs or timing of
- e. To cover the cost of any changes to the cover / benefits provided under this service agreement including but not limited to the removal of one or more service agreement exclusion(s).

- f. To cover the cost of changes to the systems, services or technology in support of this service agreement.

At our absolute sole discretion, we retain the right to immediately and completely cancel or terminate this agreement without prior notice or due cause at any time.

39. YOUR AGREEMENT

- a. You hereby authorise 24|7 Home Rescue to transfer data for the purposes set out above, including data defined as 'sensitive personal data' under the Data Protection Act 1998 and consent to the new arranger/administrator being able to offer continuation of service. If at any time you wish to withdraw your agreement, please let 24|7 Home Rescue know by writing to the registered address.
- b. 24|7 Home Rescue will arrange and administer **your** service agreement. If **you** need to contact 24|7 Home Rescue regarding **your agreement**, please phone the customer services number or write to the registered address.
- c. 24|7 Home Rescue will collect the fee in accordance with your instructions. Any monies relating to the services that are held by **us** (including fees collected by **us**, fees to be refunded to you and claims monies) shall be held by **us**.
- d. 24|7 Home Rescue can amend these terms and conditions for legal reasons. Where this change benefits **you**, **we** will make the change immediately and notify **you** within 30 days. In all other cases **we** will write to advise **you** of the change at least 30 days prior to the change taking effect. If the changes do not benefit **you** and **you** wish to cancel **your** service agreement, **you** may do so and **we** will follow the procedure as outlined under the paragraph headed Cooling off Periods (**Para 6 above**).

- e. 24|7 Home Rescue will notify you if in the future it enters into an agreement with a new underwriter(s) for all or part of your service agreement, to confirm the details of the new underwriter and give you details of any changes to the terms and conditions of your service agreement. You hereby authorise 24|7 Home Rescue to transfer any personal data to a new underwriter, including data defined as 'sensitive personal data' under the Data Protection Act 1998, and consent to the new underwriter being able to offer continuation of the service agreement to you. If at any time you wish to withdraw your agreement to this, please let 24|7 Home Rescue know by writing to the registered address.
- f. 24|7 Home Rescue will notify you if in the future it transfers in full or in part the arranging and administration of your service agreement to another arranger and/or administrator to confirm the details of the new provider and give you details of any changes to the terms and conditions of this service. You hereby authorise 24|7 Home Rescue to transfer data for the purposes set out above, including data defined as 'sensitive personal data' under the Data Protection Act 1998 and consent to the new arranger and/or administrator being able to offer continuation of service to you. If at any time you wish to withdraw your agreement to this, please let 24|7 Home Rescue know by writing to the registered address.

40. CUSTOMER SERVICE AND COMPLAINTS

The aim of 24|7 Home Rescue is to provide you with an unrivalled first-class service at all times. The Service Providers are committed to maintaining the highest standards of professional and ethical conduct in all dealings with you.

However, **we** realise that things can sometimes not go as planned and there may be occasions when **you** feel that **you** have not received the service **you** expected. When this happens, **we** want to hear about it so **we** can put things right.

We take all complaints seriously and we will do our very best to resolve the issue promptly. If we need more time to look into matters, we will let you know and keep you appropriately updated. If you remain dissatisfied with our final response, or it has exceeded eight weeks and you have not heard anything you have recourse to our helpline and support as detailed below.

Only the named service **agreement holder(s)** or an **authorised representative** should call or write to make a formal complaint.

<http://customerservice.247homerescue.co.uk>

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

41. SERVICE AGREEMENT

In designing our service plan, we decided to become fully independent but still operate a similar underwriting model as required by the Insurance Industry. As a service provider 24|7 Home Rescue operates as a noninsurance registered entity. This is a very important attribute in keeping our operating costs to a minimum. Traditional warranty companies usually operate on an insured basis and are either owned or contracted to an insurance company. **We are not registered with the Financial Conduct Authority. Our service plan is outside of the FCA's remit, as it is a service plan.**

42. 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 and, subject to the terms of this clause, any disputes arising between the parties under this agreement shall be referred to the exclusive jurisdiction of the courts of England and Wales, unless the protected **home** is located in Scotland, in which case the law of Scotland shall apply.

43. DATA PROTECTION ACT 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing service agreements and handling claims, this may necessitate providing certain information to third parties.

We may also share information in confidence for processing and contract management with other companies including those located outside the European Economic Area.

44. COOLING OFF PERIODS AND CANCELLATIONS

We hope **you** are satisfied with the cover this service agreement provides. If this service agreement does not meet with **your** requirements please write to 24|7 Home Rescue within 14 days of issue and we will cancel the agreement. Please note, only **your authorised representative(s)** should write to cancel. The cancellation period provided within **your** service agreement is inclusive of the statutory 14 days period which begins on the **commencement date**, or 14 days from the date **you** receive **your** service agreement documentation, whichever is the

earliest. Please note you are entitled to cancel your service agreement at any time irrespective of whether you are paying by direct debit or have paid by a single annual payment. Please note the following terms:

- a. Where **your** service agreement is cancelled within the cancellation period and **you** have not made a claim **you** will receive a refund of any fee **you** have paid to **us**.
- b. Where your service agreement is cancelled either within or after the cancellation period and you have made a claim your fee will not be refunded.
- c. Where you have paid by way of a single payment providing cover for 12 months and have not made any claim, if you cancel within the cancellation period your fee will be refunded in full. If you cancel outside the cancellation period and have not made a claim you will be subject to a cancellation fee. The cancellation fee repayable is £120 excluding VAT and is applied pro rata for each month of cover. This means that the relevant monthly cost of cover will be deducted from any fee returned to you.
- d. In any event you will need to pay for any non-protected service that you may have received.

45. USEFUL CONTACTS

Online Portal:

our 24hour online facility allows you to report a claim, book a service or view your documents.

Log into **'My Account'** on www.247homerescue.co.uk using your name and cover plan number.

- **Customer Services:**
0345 3192 4177
(Mon – Fri 10:00 – 18:00)
- **Emergency 24hr Claims Line:**
0345 077 4177
- **Administration:**
admin@247homerescue.co.uk
- **Complaints**
complaints@247homerescue.co.uk

24|7 HOME RESCUE DOMESTIC APPLIANCES SERVICE AGREEMENT



1. INTRODUCTION

This service agreement is arranged by: 24|7 Home Rescue (a trading style of 24|7 Home Assist Limited), a company registered in England and Wales, Company No. 09438900. Registered Address: 24 Queen Street, Manchester, M2 5HX (the “Providers”).

24|7 Home Rescue is a specialist provider of boiler breakdown cover, **appliance cover**, home emergency cover and boiler servicing membership service plans. It has access to over 3,000 Gas-Safe registered engineers and thousands of other qualified contractors and operates throughout the UK.

Members of 24|7 Home Rescue can claim for electrical emergency repairs, gas emergency repairs, plumbing repairs, drainage repairs, **appliance repairs** and boiler repairs.

Please read our Terms & Conditions carefully along with your schedule confirming the cover you have purchased as these forms the basis of your agreement with us. If anything is incorrect or you have any questions, please contact us immediately.

At their absolute sole discretion, the Providers will give the benefit described in this Service Agreement for the Agreement Term and for any subsequent period that the Providers and you may agree. This Service agreement will not be in force unless you have paid all amounts due to us for the Service Agreement, it has been agreed by an authorised representative of the Providers, and confirmation has been sent to you with the Service Agreement. The Service Agreement contains details of the rights you have bought, what is excluded from those rights and the terms and conditions of this Service Agreement.

2. DEFINITIONS

The following words (**in bold**) shall have the meanings given whenever they appear in documentation between the Service Provider and the Customer.

- **Administrator**- refers to 24|7 Home Rescue, who will handle any queries relating to the issue of **your** service agreement / service agreement amendments and are whom **you** should report details of any claim to.
- **Appliance** means the electric, electrical and gas appliances approved to be used in domestic locations or approved commercial locations that are fully identified in the Service Agreement.
- **Approved Engineer / Engineer** - means a qualified person approved and instructed by the **helpline** to undertake **emergency** work.
- **Assistance** - means the reasonable efforts made by the **approved engineer** during a visit to the home to complete a temporary repair to limit or prevent damage, or if at **similar expense**, the cost of completing a permanent repair in respect of the cover provided.
- **Authorised Representative** - means a person appointed by **you** to deal with **your** service agreement on **your** behalf. If **you** wish to appoint a person to do this, you must notify 24|7 Home Rescue by writing to their registered address.
- **Betterment** - means the provision for the depreciation of the appliance over time. At the absolute sole discretion of the Providers, betterment may be applied at 10% per annum. No betterment

payments will be made until you have made at least 6 payments on the plan

- **Beyond Economical Repair** – means in the opinion of our technical team based on all the circumstances presented the cost of repair is 60% or more than the manufacturers current recommended retail price. **Please note the cost of repair includes all parts inclusive of any VAT payable and labour costs.** In the event that **your appliance** is declared **beyond economical repair** and a payment under the betterment rules will apply for appliances under the age of 5 years old and where payments over 6 months have been made. In these circumstances, our maximum contribution would be a payment of £200.
- **Breakdown** - means a sudden and unforeseen mechanical or electrical malfunction which results in the particular unit not working. **For a valid claim there must be a complete breakdown of the appliance.**
- **Call Out** - means a request for **emergency assistance** from **you**, even if the request is then cancelled.
- **Claim Limit** – There is no claims limit. You can claim as many times as you like as long as your claim is not assessed as being Beyond Economic Repair.
- **Commencement Date** - means the start of the service agreement as shown in your service schedule.
- **Cosmetic Repair** – damage that affects the appearance but not the function of the appliance, including but not limited to; marks, dents and scratches.
- **Emergency** - means a sudden and unexpected event which, if not dealt with quickly, would in the reasonable opinion of the **helpline**:
 - a. render the **home** unsafe.
 - b. cause excessive damage to the **home**.
 - c. cause significant personal risk to **you**.
 - d. cause a significant health and safety risk.
- **Excess** - means the first amount of each claim, payable by **you (if applicable)** to the **helpline** before the **approved engineer** will attend. This payment will be taken by the **helpline** before **assistance** is provided. This can be done by way of credit or debit card. **Please note any appliance over the age of 5 years will be subject to a mandatory £75 excess.**
- **Fee Payment** means the sum you pay either monthly or in full annually, as preferred by you, to the Providers for the provision of this Service Agreement.
- **Helpline** - means the telephone number for **you** to report an **emergency** under this service agreement. The number is **0345 0774 177**.
- **Inception date** - means the date on which your service Agreement began.
- **Intermittent fault** – means a problem that has been identified but is not consistent. If the problem ceases on inspection by an engineer any further reporting of this issue will be deemed to be intermittent. In such circumstances an excess fee is applicable.
- **Manufacturer Repairs** – This is a service provided outside of the service agreement between the Service provider and customer. This service is without obligation. All costs (both labour and parts) are the responsibility of the customer who authorises a manufacturer's repair.
- **Mechanical Electrical Breakdown** means an actual and sudden mechanical failure, electrical failure or breakdown that results in the sudden stoppage of the appliance's function and that necessitates repair to resume those functions

- **Period of Protection** - The duration period noted on **your service agreement**, either monthly or annual as determined by **you** depending on **your** preference for payment.
- **Reference number** – used to locate your details for your membership. This is located on your service agreement.
- **Rolling Agreement** – Your service agreement will automatically renew following receipt of your payment for the period of protection as defined in your cover plan. For customers that have opted to pay annually, a payment will be automatically taken from the direct debit details provided.
- **Schedule** - means the document sent to **you** confirming the **commencement date, your** details, and the **home** subject to cover.
- **Territorial Limits** shall mean Great Britain, (excluding Northern Ireland and Isles), subject to any repairs being carried out in the UK by repairers approved by us
- **Third party** - means any party other than contractors working on behalf of the Providers.
- **Unoccupied** - means where no one has resided in the **home** for a period exceeding 30 consecutive days.
- **We, Us, Our** – means the **Providers**.
- **You, Your** - means the person who applied for this service agreement and is named on the **schedule** as the service agreement holder.

3. MAINTAINING PROTECTION UNDER YOUR SERVICE AGREEMENT

You may pay for your service agreement on an annual or monthly basis. If **you** have elected to pay **your** fees monthly, **we** will collect the fee for this service agreement by **Direct Debit** from **your** bank account on an

agreed date of each month and, subject to the successful collection of that monthly fee, **we** will provide the cover detailed in this service agreement for the month in which the monthly fee has been collected.

This service agreement commences on the date shown on **your schedule** and continues by periods of one calendar month upon receipt of **your** monthly fee payment. If **you** have elected to pay your fees by monthly **Direct Debit**, this service agreement does not have a specified end date and cover will continue until either **you** or **we** cancel the service agreement. However, should **you** fail to make a payment in any month, the **administrator** will notify **you** and **your** cover will cease 30 days from the date the last monthly fee payment was received by the **administrator**.

Your service agreement will automatically renew following receipt of **your** payment for the **period of protection** as defined in **your schedule**.

4. WHAT IS COVERED

For the avoidance of doubt, this is a service agreement for the provision of specific services supplied at our absolute sole discretion. **This is not a contract of insurance, a guarantee or an insurance policy.**

Any benefit provided by the **Providers** under this service agreement shall be granted solely by the **Providers** and in every case shall be made only upon such terms and conditions as the **Providers** determine. For the avoidance of doubt, the limit of or the provision of the benefit shall only be made on the absolute sole discretion of the **Providers**.

In the event of a **claim**, at our absolute sole discretion, **we** will:

- a. Cover any domestic appliance you chose to cover in your membership. The Providers or their representatives, at the Providers' absolute sole discretion, will contribute to the repair of

domestic appliances in the event of a mechanical or electrical breakdown. Domestic appliances include, but are not limited to, washing machines, tumble dryers, condenser dryers, dishwashers, refrigerators, television sets, fridge-freezers, and chest freezers

- b. Provide help and assistance if a domestic appliance stops working.
- c. Approve a repair or pay part or all of the cost of replacing your equipment, subject to our terms and conditions.
- d. Advise **you** on what action to take to protect **yourself** and **your property**.
- e. Send, or arrange an appointment for, an **approved engineer** to visit **your property**.
- f. Organise and pay the cost of providing **assistance**, excluding any **excess** subject to the terms and conditions of **your** service agreement.
- g. Undertake to obtain spare parts as quickly and as reasonably possible.
- h. Ask for a £75 excess if we deem that there may be a pre-existing fault to the appliance. If on inspection the fault is not deemed pre-existing the excess will be reimbursed to you.

5. WHAT IS NOT COVERED

There are certain conditions and exclusions which limit your cover. Please read them carefully to ensure this service agreement meets your requirements for this forms the basis of our service agreement. We do not wish for you to discover after an incident has occurred that you are not protected for this incident.

6. COOLING OFF PERIOD

Please also note that any incident that occurs in the first 30 days after the service

agreement **commencement date** is not covered. However, should you require **emergency assistance** during this period, please contact 24|7 Home Rescue, as **we** may be able to provide cover on a pay-on use basis. If you choose this service, a £95 payment will be taken prior to deployment and all subsequent charges must be paid in full by the customer.

The following are generic terms describing the terms and conditions for all parts of the 24|7 Home Rescue proposition. However, as **you** have the option to only purchase specific elements of the scheme, **your** cover is only as described in **your schedule**.

7. Free Trial promotion

Free trial eligibility is determined by 247 Home Rescue at its sole discretion and we may limit eligibility to prevent free trial abuse. We reserve the right to revoke the free trial and put your account on hold in the event that we determine that you are not eligible. We may use information such as device ID, method of payment or an account email address used with an existing or recent membership to determine eligibility. For combinations with other offers, restrictions may apply.

We will charge your Payment Method for your monthly membership fee at the end of the free trial period unless you cancel your membership prior to the end of the free trial period. To view the monthly membership price and end date of your free trial period, visit our website and click the "MY ACCOUNT" link and click "SERVICE CONTRACT".

8. CLAIM NOTIFICATION AND REQUIREMENTS

In order to make a claim, you or your authorised representative must:

- a. Within 24 hours of the occurrence of the event, (or 24 hours of first knowledge) notify the Providers through our customer service helpline on **0345 0774 177** Monday to Friday 10am - 5.30pm (Excluding bank holidays).
- b. Hold the appliance or parts thereof available for inspection for 30 days following the submission of a claim
- c. When requested to do so, and within 14 days of receiving such request, deliver to the Providers a written statement of all reasonable particulars and details of the appliance affected, the appliance's value and the event and provide all such documents, explanations and other evidence as may be reasonably required by the Providers.
- d. Provide proof of purchase when requested, such as a dated receipt from a registered retailer.

Unless all of the terms of this condition (as detailed above) are complied with, at our absolute sole discretion a claim under this Service agreement may not be payable.

Appliances replaced under this Service Agreement

Should your covered appliance be replaced by you during the Agreement Term and you are happy to continue making your Fee Payments, you must notify us of the alternative appliance to be covered by this Service Agreement. Failure to notify us of a change of appliance will lead to your claim being declined.

9. ACCESS

The Providers or their representatives shall have the right at all reasonable times to have access to the appliance during the period any repairs are undertaken by you or a designated repairer.

10. SUBROGATION AND OBSERVANCE

If a claim arises as a result of the act or default of a third party, at the request and expense of the Providers, you shall take and permit to be taken in its name all necessary steps to enforce its rights against any such third party. The Providers will not be liable to replace or repair the appliance under this Service agreement unless you have duly complied with all of the terms and conditions contained in this Service agreement.

It is a condition of this service plan that all appliances should be maintained in line with manufacturer's recommendations such as (but not limited to):

- Cleaning filters
- Cleaning drain outlets

Upon making a claim we may ask you to conduct certain checks and if an engineer is sent out we may, upon our discretion, charge a call-out fee of £75 if it transpires that the appliances has not been maintained with the manufacturer's guidelines.

11. GENERAL CONDITIONS

- a. The rights given under this service agreement cannot be transferred to anyone else.
- b. **You** must give reasonable access to enable appropriate work to be carried out and follow advice from the **approved engineer** and / or the **helpline** in removing furniture if this is deemed necessary.

- c. **We** may cancel this service agreement immediately if **you** have acted in a false or fraudulent manner in order to gain cover under this service agreement.
- d. To improve the quality of the service provided all calls to the **helpline** may be recorded for training and monitoring purposes.
- e. **You** must take reasonable care and maintain the **home** and its equipment in good order and take all reasonable precautions to prevent loss or damage.
- f. You must act with courtesy and respect to our engineer. Any aggression or inappropriate behaviour will mean the engineer will leave and your agreement immediately cancelled.

12. SCHEDULING

We will discuss the timing of your repair with you by phone, email or through any other communication service. We will endeavour to ensure that your repair occurs as quickly as is reasonably practicable.

If you wish to reschedule your repair please call **0345 3192 247**. Please provide at least 24 hours' notice of your intention to reschedule. You will incur an abortive call out charge if you do not inform us of your intention to reschedule in a timely manner.

In unusual circumstances, such as extreme weather events or illness, the Providers may be forced to reschedule your repair. We will try to inform you of any scheduling problems as quickly as possible but in some circumstances, we will be unable to inform you until the scheduled date of the repair.

13. YOUR OBLIGATIONS

Please ensure that our approved engineer can easily access the home and the item that

requires repair. Our approved engineer will be unable to repair the item if they are unable to access it or if any health and safety hazards are present.

If **your** appliance is situated in the loft, it is **your** responsibility to create access and **you** must ensure that **you** provide:

- a. A permanent ladder
- b. Adequate lighting
- c. Suitable working conditions including but not limited to height and space.
- d. You are responsible for any parking charges to allow the engineer to deal with the repair. Please note these costs are not refundable.

Engineers will confirm a time slot and if you do not provide entry to the property an abortive fee of £30 will apply. **We** cannot guarantee the availability of a specific time as this is an **emergency** service agreement. If your method of payment is direct debit, the £30 charge will be debited from your account.

If you do not own the home that the item is located in you must obtain the homeowner's permission before you arrange any repairs.

We do not accept any responsibility for any damages or losses you sustain as a result of the repair if you have not sought and attained permission for the repair from the homeowner.

Please provide 24|7 Home Rescue with as much information as possible about the repair required. This may include, but is not limited to, the manufacturer of the faulty item, the faults recognised, the age of the faulty item, the length of time the problem has been apparent for, and if any other repairs have been attempted.

To minimise the cost of your repair and to reduce the length of time it takes to complete your repair you should create as much access as possible. This may involve lifting up carpets, removing bath panels or lifting floorboards.

14. REPAIRS

While 24|7 Home Rescue will take all reasonable steps to complete all repairs, there are some instances when we will be unable to complete the repair. These include, but are not limited to: -

- a. When completing the repair would pose an unacceptable health and safety risk, such as if the repair requires the removal of asbestos.
- b. When the item that requires repairing does not conform to legal standards, such as if a gas appliance has been fitted by an unregistered engineer.
- c. When the defect identified relates to a design fault.
- d. When the item that requires a repair has been subject to a product recall.

We may identify additional repairs that are required in order to bring your **appliance** up to regulatory standards, such as improvements to the safety and earthing arrangements for electrical installations.

You are not obliged to accept our approved engineers' recommendations for additional repairs, although you will be unable to apply for subsequent repairs under your 24|7 Home Rescue maintenance plan until the approved engineers' recommendations have been adhered to or until another accredited professional has deemed that your home complies with regulatory standards. We will discuss the cost of these additional repairs with you and agree to a pricing structure before this additional work commences.

At our absolute sole discretion, we reserve the right to request a nominal security payment of £75 where the breakdown is deemed pre-existing. This payment may be refunded once the engineer has reported their findings and confirms that the fault being reported is covered under this agreement.

15. ONE OFF REPAIRS AND PAY ON USE

Should an **emergency** arise that is not included under **your** service agreement, 24|7 Home Rescue can arrange for an **approved engineer** to attend **your home**. **You** will be responsible for all costs involved (both parts and labour). The use of this service does not constitute a claim under **your** service agreement

We will discuss the cost of your one-off repair with you to ensure you are satisfied with our charges for repairs relating to the **appliance**.

To be eligible for a one-off repair you must also sign up for a membership plan with 24|7 Home Rescue. If you cancel your membership plan before the agreement has been completed you will be liable to pay the full cost of the repairs. If you choose this service, a £75 payment will be taken prior to deployment and all subsequent charges must be paid in full by the customer.

16. REPLACEMENT OF PARTS/COMPONENTS

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 spares.

When replacement parts are received, **we** will contact **you** to arrange a suitable time slot for the **engineer** to attend. **You** should make sure that the **engineer** can get reasonable access to carry out the repair. If **we** cannot get a replacement part needed to carry out a repair **our** liability will be limited to a temporary repair to make the **emergency** safe.

Obsolete parts:

We use reputable suppliers who stock the usual parts required to fix the relevant appliance. However, if, when attempting to fix your appliance we find that the relevant manufacturers spare parts are not readily available after a search of all our stockists or that parts may be available but will take longer than 28 days to source, we will not be able to complete your repair.

17. DAMAGES

We will take all reasonably practicable steps to avoid damaging your home during the course of your repairs. We will fill in any holes and reassemble fittings and features as required but will not replace or repair any damages that were caused by the existing fault. We will only be liable to recompense you for damages caused by negligence of our engineer or instructed engineer. If damage is caused by the manufacturers engineer we will not be held responsible. By agreeing to a repair, you accept that some slight property damage may be an inevitable consequence of the repair.

18. FRAUD

You must not act in a fraudulent manner. If you, or anyone acting for you, makes a claim under the Service agreement knowing the claim to be false or fraudulently exaggerated in any respect, or makes a statement in support of a claim knowing the statement to be false in any respect, or submits a document in support of a claim knowing the document to be forged or false in any respect, or makes a claim in respect of any loss or damage known by you to be a result of a wilful act or with your connivance, then the Providers:

- a. Will not pay the claim and will not pay any other claim which has been or may be made in connection with the declared appliance.

- b. Will be entitled to recover any amounts paid from the inception of the Service agreement.
- c. May inform the police, insurance authorities or fraud prevention agencies of the circumstances.

19. PRIVACY

24|7 Home Rescue takes your privacy very seriously. We will only share your personal information with other bodies when doing so is essential for the completion of your repair. This may involve informing our approved engineers of your name, address and the repair required, and communicating with manufacturers to receive the parts required for your repair.

Your personal data may be used in-house for one or all of the following reasons:

- a. To manage your membership or any reward or loyalty schemes
- b. To protect your health or safety
- c. To offer you information and advice about our services.
- d. To offer you discounts and billing information.
- e. To improve our operations.
- f. To assist in staff training.
- g. As part of regulatory or legal requirements.

In the event that 24|7 Home Rescue sells part or all of its operations to another business your personal information may be shared with this business. We will inform you of this occurrence in advance to confirm that you consent for your data to be shared in this way.

If you do not pay any money owed to 24|7 Home Rescue, we may be forced to transfer your debt to another organisation, such as a debt collection agency. We may also share your information with fraud prevention and credit reference agencies to assess your

ability to pay your membership fees and your ability to afford any other services we may have on offer.

We may monitor phone calls and other communications we have with you to ensure we continue to provide a high-quality service and for staff monitoring and training purposes.

You are entitled to receive a copy of any information we hold about you. Please write to;

24|7 Home Rescue,
 3 Petre Court, Petre Road,
 Clayton-le-Moors,
 BB5 5HY

To request a copy of this information. We will charge a small handling fee for this information.

20. GENERAL EXCLUSIONS

We shall not be liable for costs arising from or in connection with damage to, or destruction of, the appliance caused by inherent defects, and if any of the exclusions below are applicable to your claim:

- a. its own defective design materials or workmanship, a latent defect or defects, gradual deterioration, wear and tear, corrosion, rust, condensation or evaporation, dampness, dryness, dust, change in temperature and foreign objects;
- b. faulty or defective workmanship, operational error or omission on your part or the part of any person using the appliance with your express or implied consent;
- c. handling and/or use of the appliance that is not in accordance with the

manufacturer's instructions as set in their handbook supplied with the appliance.

- d. Existing circumstances known to **you** prior to the **commencement date** of **your** service agreement or incidents which occur within the **waiting period**.
- e. Claims arising after the **home** has been left **unoccupied** for a specified period in excess of 30 days.
- f. Any wilful or negligent act or omission by **you** or your authorised representative(s)
- g. Events where on attendance it becomes clear that the **call out** is not a **breakdown** or loss of facility
- h. General maintenance work or any system that has not been regularly maintained.
- i. Loss of or damage arising out of disconnection from or interruption to the public supply of gas or water or electricity to **your home**
- j. Any amount that is recoverable upon the occurrence of an emergency that no significant expense to **you** under any guarantee, warranty, maintenance, and rental hire or lease agreement
- k. Any parts or item that may need to be replaced as a result of natural wear and tear
- l. Any design defect or any repair that is rendered, in **our** opinion, either difficult or impossible due to problems with the access needed to facilitate the repair
- m. Any loss howsoever arising unless it is specifically stated as being covered by the service agreement, including but is not limited to, delays in sourcing spare parts by **us**

- n. Replacing lead, steel or iron pipes, rusting, corrosion, general wear and tear and/or gradual deterioration
- o. Replacement of bespoke or designer parts or fixtures
- p. Any appliances or their systems not installed properly or in line with manufacturer's guidelines
- q. Any appliance 5 years old or more will be subject to a mandatory £75 excess.
- r. Improvements including work that is needed to bring the **appliance** up to current standards
- s. **Homes** situated outside the UK mainland, excluding all Isles and Northern Ireland.
- t. Claims directly or indirectly occasioned by, happening through or in consequence of pollution or contamination of any kind whatsoever
- u. Accidental or deliberate damage. The Providers will use their expert judgement, including our engineers' recommendations, to determine how the damage was sustained.
- v. Cosmetic repairs - damage that just affects the appearance but not the function or safety of the covered appliance, including but not restricted to; scratches, dents, chips or minor damage.
- w. Any damage caused by the **approved engineer** in gaining access to the **home** due to the failure of the locks or removing an appliance or any equipment from its operation position in order to affect an **emergency** repair
- x. Any consequences of riot, strike, lockout, civil commotion, labour disturbances, war, invasion, act of foreign enemy, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- y. Loss or damage to any **appliance**, or any resulting loss or expense, or any legal liability directly or indirectly, caused by or arising from:
 - a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b. The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or its' components.

21. RENEWALS

Your service agreement will automatically renew following receipt of your payment for the **period of protection** as defined in your cover plan. For customers that have opted to pay annually, a payment will be automatically taken from the direct debit details provided.

The price will be reflected in your renewal quote. If your renewal quote has changed we will notify you. Factors that may affect your renewal quote are; inflation, claims frequency and length of time on cover. If we do not receive notification of cancellation then we will automatically renew the service agreement based on the renewal quote.

22. COOLING OFF PERIOD AND CANCELLATIONS

We hope **you** are satisfied with the cover this service agreement provides. If this service agreement does not meet with **your** requirements please write to 24|7 Home Rescue within 14 days of issue and **we** will cancel the service agreement. Please note, only **you** or **your authorised representative(s)** should write to cancel. The cancellation period provided within **your**

service agreement is inclusive of the statutory 14 days period which begins on the **commencement date** or 14 days from the date **you** receive **your** service agreement documentation, whichever is the earliest.

Where **your** service agreement is cancelled within the cancellation period and **you** have not made a claim **you** will receive a refund of any fee **you** have paid to **us** and **your** service agreement will be cancelled immediately.

Where **your** service agreement is cancelled either within or after the cancellation period and **you** have made a claim **your** service agreement will be cancelled immediately and **your** fee will not be refunded.

The cancellation fee repayable is £60 excluding VAT and is applied for each 12month period from your commencement date. This is for anyone that has made a claim, had a service, or any callout or assistance from **us** in any period.

Where **your** service agreement is cancelled after the cancellation period and **you** have not made a claim **your** service agreement will be cancelled and **you** will be obliged to pay any payment due in the 30 days following the date you contacted us to cancel **your** service agreement. 24|7 Home Rescue will not process any claims after you have given us the mandatory notice of cancellation.

In any event **you** will need to pay for any non-protected services that **you** have received.

23. OUR RIGHTS TO CHANGE OR CANCEL THE COVER TERMS OR PRICE

Your MY ACCOUNT will be updated immediately if we decide or need to change the terms of **your** Service agreement cover or the cost of **your** Service agreement. **We** may make changes immediately and advise **you** by **updating your account** if the change is favourable to **you** for any of the following reasons:

- a. To make minor changes to your service agreement wording that do not affect the nature of the cover and benefit provided, such as changes to make the service agreement easier to understand.
- b. To reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting **us** or **your** service agreement.
- c. To reflect changes to taxation applicable to your service agreement (including but not limited to Value Added Tax).
- d. To reflect increases or reductions in the actual or projected costs of providing **your** cover, including but not limited to cost increases or reductions caused by changes to the number, costs or timing of claims which we as part of our pricing service agreement have assumed or projected will be made under this service agreement.
- e. To cover the cost of any changes to the cover / benefits provided under this service agreement including but not limited to the removal of one or more service agreement exclusion(s).
- f. To cover the cost of changes to the systems, services or technology in support of this service agreement.

At our absolute sole discretion, we retain the reserved rights to immediately and completely cancel or terminate this agreement without prior notice or due cause at any time.

24. YOUR AGREEMENT

- a. You hereby authorise 24|7 Home Rescue to transfer data for the purposes set out above, including data defined as 'sensitive personal data' under the Data Protection Act 1998 and consent to the new arranger/administrator being able to offer continuation of service. If at any time you wish to withdraw your agreement, please let 24|7 Home Rescue know by writing to the registered address.
- b. 24|7 Home Rescue will arrange and administer your service agreement. If **you** need to contact 24|7 Home Rescue regarding **your agreement**, please phone the customer services number or write to the registered address.
- c. 24|7 Home Rescue will collect the fee in accordance with your instructions. Any monies relating to the services that are held by **us** (including fees collected by **us**, fees to be refunded to you and claims monies) shall be held by **us**.
- d. 24|7 Home Rescue can amend these terms and conditions for legal or regulatory reasons as well as to benefit the group as a whole. Where this change benefits **you**, **we** will make the change immediately and notify **you by updating your MYACCOUNT**. In all other cases **we** will write to advise **you** of the change at least 30 days prior to the change taking effect. If the changes do not benefit **you** and you wish to cancel **your** service agreement, **you** may do so and **we** will follow the procedure as outlined under the section labelled 'How to Cancel Your Service Agreement'.
- e. 24|7 Home Rescue will notify you if in the future it enters into an agreement with a new underwriter(s) for all or part of **your** service agreement, to confirm the details of the new underwriter and give **you** details of any changes to the terms and conditions of **your** service

agreement. **You** hereby authorise 24|7 Home Rescue to transfer any personal data to a new underwriter, including data defined as 'sensitive personal data' under the Data Protection Act 1998, and consent to the new underwriter being able to offer continuation of the service agreement to **you**. If at any time **you** wish to withdraw your agreement to this, please let 24|7 Home Rescue know by writing to the registered address.

- f. 24|7 Home Rescue will notify you if in the future it transfers in full or in part the arranging and administration of **your** service agreement to another arranger and/or administrator to confirm the details of the new provider and give **you** details of any changes to the terms and conditions of this service. **You** hereby authorise 24|7 Home Rescue to transfer data for the purposes set out above, including data defined as 'sensitive personal data' under the Data Protection Act 1998 and consent to the new arranger and/or administrator being able to offer continuation of service to **you**. If at any time **you** wish to withdraw your agreement to this, please let 24|7 Home Rescue know by writing to the registered address.

25. CUSTOMER SERVICE AND COMPLAINTS

The aim of 24|7 Home Rescue is to provide **you** with an unrivalled first-class service at all times. The Providers are committed to maintaining the highest standards of professional and ethical conduct in all dealings with customers.

However, **we** realise that things can sometimes go wrong and there may be occasions when **you** feel that **you** have not received the service **you** expected. When this happens, **we** want to hear about it so **we** can try to put things right.

If you have a complaint you should contact the Providers and we will respond fully to your complaint within eight weeks.

We take all complaints seriously and we will do our very best to resolve the issue promptly. If we need more time to look into matters, we will let you know and keep you appropriately updated. If you remain dissatisfied with our final response, or it has exceeded eight weeks to reply fully, you have recourse to our helpline and support as stated below.

Only the named **Service Agreement holder(s)** or an **authorised representative** should call or write to make a formal complaint.

To make a complaint, please contact:

24|7 Home Rescue
Customer Relations Department
3 Petre Road
Clayton Le Moors
Lancashire
BB5 5HY
Email: complaints@247homerescue.co.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

26. SERVICE AGREEMENT

In designing our service plan, we decided to become fully independent but still operate the similar underwriting model as required by the Insurance Industry.

As a service provider 24|7 Home Rescue operates as a non-insurance registered entity. This is a very important attribute in keeping our operating costs to a minimum. Traditional warranty companies usually operate on an

insured basis and are either owned or contracted to an insurance company.

We are not registered with the Financial Conduct Authority. Our service plan is outside of the FCA's remit, as it is a service plan.

27. APPLICABLE LAW

This Service agreement may only be relied on and enforced by the Providers 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 agreement shall in all respects be governed 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 agreement shall be referred to the exclusive jurisdiction of the courts of England and Wales, unless the protected **home** is located in Scotland, in which case the law of Scotland shall apply.

28. DATA PROTECTION ACT

Details of you and your Service agreement will be held by the Providers and the Providers in their computer records for underwriting, processing, claims handling and fraud prevention, subject to the provisions of the Data Protection Act 1998.

To help us improve our service, we may record or monitor telephone calls, subject to the provisions of the Data Protection Act 1998 and any other relevant legislation.

We may also share information in confidence for processing and contract management with other companies including those located outside the European Economic Area.

29. USEFUL CONTACTS

Online Portal: the 24 hours online facility on our website allows you to report a claim, book a service or view your documents.

Log into 'My Account' on www.247homerescue.co.uk using your name and cover plan number.

- **Customer Services:**
0345 3192 247
(Monday – Friday 10:00 – 17:30)
- **Emergency 24hr Claims Line:**
0345 077 4177
- **Administration:**
admin@247homerescue.co.uk
- **Complaints**
complaints@247homerescue.co.uk

24|7 HOME RESCUE

VEHICLE BREAKDOWN TERMS & CONDITIONS

IMPORTANT CONTACT NUMBERS

Vehicle Breakdown: 0345 319 247 (Option 2)

Office Contact Details: 0345 319 247

Email: customerservices@247homerescue.co.uk

Address:

247 Home Rescue Vehicle Breakdown Division

3 Petre Court, Petre Road, Clayton

Accrington, Lancashire

1. INTRODUCTION

This service agreement is arranged by 247 Home Rescue (a trading Name of 247 Home Assist Limited), a company registered in England And Wales, Company No. 09438900. Registered Office; 24 Queen Street Manchester M2 5HX (**the Service Providers**).

24/7 Home Rescue is a specialist provider of emergency vehicle breakdown Recovery. Together with our partners **WE** provide a comprehensive recovery Service to our customers in the event of a vehicle breakdown.

Please read these Terms and Conditions carefully. This document forms the Basis of your agreement with **US**. It is important that **YOU** appreciate the extent of cover provided. Please pay particular attention to the sections relating to exclusion of cover (**paragraphs 15 & 16**) to understand what is and what is not covered under your service agreement. Please note certain actions can invalidate your cover, it is important **YOU** understand these. If **YOU** are unsure about anything or have a query please contact a member of our customer service team who would be happy to assist.

The Service Provider will provide the benefit as described in this service agreement for the agreement term or any subsequent period that the

Service Providers and **YOU** may agree. This service agreement will not be in force unless **YOU** have paid all amounts due under your direct debit facility and confirmation of cover has been sent to **YOU**.

The cover provided will vary dependant on the level of service agreement you have purchased.

Please refer to your Service Agreement schedule for details. It is important you read and understand this document so that you are aware of the extent and limitation of Cover

2. DEFINITIONS

The following words (**which appear highlighted**) shall have the meanings given whenever they appear on documentation between the service provider and Customer.

○ ACCIDENT

Means where the Vehicle is involved in an incident that happens unexpectedly and Unintentionally.

○ AMENDMENT

A written change to the Terms and Conditions of the Service Agreement.

○ ROADSIDE ASSISTANCE



Should the vehicle suffer a Breakdown the fixed cost of a breakdown vehicle to attend the vehicle to make any necessary repairs.

○ **BREAKDOWN/BROKEN DOWN**

Means the Vehicle has ceased to function as a result of an electrical or mechanical failure, including the failure of the Vehicle's battery and/or tyres, but not as a result of fire, flood, theft or act of vandalism. The failure of a component (e.g. heating or air condition system) does not constitute a Breakdown unless it results in the Vehicle ceasing to function. The illumination of any of the Vehicle's warning lights does not constitute a Breakdown. In this instance, YOU need to make your way to a place of repair, and any Breakdown cover within this Service Agreement will not apply.

○ **DATABASE**

The information kept by **US** that identifies each Vehicle, Customer, Registered address, details of Breakdown service use, and any new or updated information.

○ **HOME**

Means the address where the Service Agreement Holder lives permanently as shown on Your Agreement Details.

○ **HOMESTART**

A Breakdown Solution undertaken at the place of residence of the Service Agreement Holder.

○ **INCEPTION DATE**

Means the date on which your Service Agreement commences as stated on Your Service schedule.

○ **INCEPTION PERIOD**

Means a period of 48 hours from the Inception Date before **YOU**, or anyone driving the Vehicle, is able to make a Service Request.

○ **MISFUEL/MISFUELLING**

Means where the Vehicle has been fuelled with an incorrect fuel type.

○ **NON-COMMERCIAL**

Means the Vehicle is used solely for personal reasons and not in conjunction with any delivery service or service involving carriage of goods or being used for public or private hire.

○ **RECOVERY**

Should the vehicle be unsafe or be unable to be driven from the place of the breakdown-

The Fixed cost to remove the vehicle to a suitable local garage.

Where the Service agreement allows and so long as the Service Agreement Holder can comply with all the requirements of the hirer, the hire of an alternative vehicle for a maximum period of 48 hours and cost of £50, not including any return and/or collection costs.

○ **RECOVERY OPERATOR**

Means any person appointed or instructed by **US** to provide breakdown assistance services on our behalf.

○ **REGISTERED ADDRESS**

The address within the Territorial limits given by **YOU** as the permanent place of keeping the vehicle

○ **ROADWORTHY CONDITION**

Means that the Vehicle has been maintained in line with the manufacturer's guidelines holds a current UK MOT certificate where appropriate and there are no known faults with the Vehicle.

○ **SERVICE AGREEMENT DETAILS**

Means the Terms and Conditions contained herein along with your details which forms the basis of the agreement between **YOU** and **US**.

- **SERVICE AGREEMENT LEVEL**
Means the Breakdown Scheme purchased by the Service Agreement Holder.
- **SERVICE AGREEMENT SCHEDULE**
Means the document supplied to the Service Agreement Holder at the time of purchase which details the Agreement number, the agreement Level, the paid price and also summarises the benefits included.
- **SERVICE BENEFITS**
Means the range of services provided to OUR Service Agreement Holders in respect of Homestart, Roadside Assistance, or Recovery as stated in this document and Service Agreement Schedule.
- **SERVICE AGREEMENT HOLDER**
Means any person who has purchased one of OUR breakdown assistance and recovery Service Agreements as the owner or registered keeper of a vehicle or any person driving the vehicle with the permission of the owner or registered keeper.
- **SERVICE REQUEST**
Means any request for assistance, service or a benefit under any section of this Service Agreement.
- **SERVICE AGREEMENT TERMS AND CONDITIONS**
Means this document and the terms and conditions contained herein.
- **TEMPORARY REPAIR**
Means a repair affected at the roadside by a Recovery Operator.
- **TERM**
Means the duration of this Service Agreement, which is for 12 months, commencing from the Inception Date as

stipulated on Your Service Agreement Schedule.

- **TERMS AND CONDITIONS**
The clauses within this document. Please note we reserve the right to amend /add to /delete any clause within this Agreement. The latest version of the Terms and Conditions are readily available on your **MYACCOUNT** page.
- **TERRITORIAL LIMITS**
Means England, Scotland and Wales.
- **VEHICLE**
Means any private car, van, motorcycle or moped (under 12 years of age) privately owned light commercial vehicle (under 8 years of age) which is registered on the 247 Database, in the period of membership and complies with the specifications detailed below and is used for non -commercial use.

Max weight (gross) 3.5 tonnes.
Max length 5.5 meters (18 feet).
Max Width 2.3 meters (7.5 feet).
- **WE /US/OUR**
Means 247 Home Emergency Vehicle
Breakdown Division
Petre Court
Petre Road
Accrington BB5 5HY.
- **YOU /YOUR**
Means the person named on the Service Agreement.

3. INFORMATION REQUIRED ON A BREAKDOWN

Your name and service agreement number.
The vehicle's make, model and registration number.

The exact location of the vehicle, such as the road YOU are located, the nearest junction, identifiable landmark etc.

What YOU suspect the nature of the fault is.

The telephone number YOU are calling from.

4. BREAKDOWN AS A RESULT OF PUNCTURE/BLOWN TYRE

If your breakdown is as a result of a flat, punctured or blown tyre WE will require you to have the following:

The locking wheel nut key (where applicable)

A fully serviceable spare, or space saving, wheel.

5. CANCELLATION OF RECOVERY/VEHICLE INACCESSIBLE/VEHICLE ABANDONED

If YOU cancel Your recovery after initially calling US, are not with the Vehicle when a Recovery Operator arrives, the Vehicle is not in an accessible location when YOU have informed US otherwise or no fault is found with the Vehicle upon inspection by a Recovery Operator, then YOU will be charged a cancellation /abortive fee of £120 plus VAT.

6. BREAKDOWN ON PRIVATE LAND

Please ensure prior to calling US in the event of a Breakdown that a Recovery Operator will be able to lawfully access the Vehicle. If the Vehicle is on private land, such as a campsite, otherwise YOU will be liable for a cancellation charge as per point 5 above.

7. TEMPORARY REPAIR

Any repair affected by our Recovery Operator is temporary only. Any further request for roadside assistance made by YOU as a result of the same defect will render the claim invalid. WE reserve the right to request evidence of any permanent repair from a reputable garage.

8. VEHICLE COVERED

YOU are only covered for the Vehicle that is registered upon taking out the Service Agreement, UNLESS YOU have notified us of a change of vehicle.

9. CHANGE OF VEHICLE COVER

Your Service Agreement allows for a change of Vehicle on 4 occasions. Any change must be notified to our customer services team immediately and confirmation established by a valid V5 document. Temporary changes of Vehicle are not permitted within this Agreement.

10. EXPRESS CONDITION OF YOUR SERVICE AGREEMENT.

SECTION A - OUR OBLIGATIONS TO YOU.

The following conditions apply to Your Service Agreement. Refusal to comply with any of these conditions by YOU or any driver of the Vehicle may result in US being unable to attend to a Breakdown and may result in the cancellation of your service agreement.

The Vehicle must be maintained to a good state of mechanical and electrical repair and must be of a Roadworthy Condition No more than a total of 4 Service Requests are permissible under all sections of this service agreement.

WE will always decide on the best possible way of offering assistance, after taking into account individual circumstances. If the assistance that **WE** offer does not suit your requirements then you can arrange alternative assistance at Your own cost.

WE do not accept any liability for any pets, animals or livestock within the Vehicle at the point of Breakdown or during any subsequent recovery (where applicable).

If requested **YOU** must provide evidence of your Vehicle's MOT (where applicable) and/or receipts/invoices for any work that has been undertaken as a result of a Breakdown in the recent past.

Attendance by a Recovery Operator cannot be used as a reason by the Service Agreement Holder or any other driver of the Vehicle to avoid the cost of repairing or recovering the Vehicle.

WE reserve the right to refuse, and/or cancel a Service Agreement if anyone behaves inappropriately towards any employee or representative of Our company or Agent instructed by **US** by, including but not limited to, acting in a threatening or abusive manner, whether physically or verbally **OR** Deliberately misleading or omitting to tell **US** important details or facts about a Breakdown in order to obtain assistance. If in doing so this results in **US** attending a Breakdown where **WE** otherwise would not have, **YOU** will retrospectively be charged for the attendance.

11. BREAKDOWN WITHIN 1/4 MILES OF YOUR HOME

If Your Vehicle has Broken Down within England, Wales & Scotland, **and is within ¼ miles** of Your Home as established by **US**, (or at the Home address as per OUR most recent records,) **WE** will instruct a Recovery Operator to either;

Attend the scene of the Breakdown and where possible carry out a Temporary Repair, and/or, Recover the Vehicle to a suitable garage straight away. The garage maybe chosen by **YOU** however must be within a 15

miles radius of the site of the Breakdown as measured by **US**.

In the event the Breakdown is as a result of a flat, blown or punctured tyre the following will apply:

If **YOU** have an accessible and serviceable spare, or space saver wheel, along with any relevant locking wheel nut key (where applicable), a Recovery Operator will replace the wheel.

If neither the relevant locking wheel nut key is present or an accessible and serviceable spare, or space saver wheel is not available, then **WE** shall source a mobile tyre fitter (where available) to attend. The call out charge of this shall be covered within Your Service Agreement, **but the cost of any parts or tyre(s) required will be at Your responsibility.**

Where a mobile tyre fitter is unable to be sourced **WE** shall recover Your Vehicle to the nearest garage able to affect a repair. This is where Our assistance will end.

12. BREAKDOWN MORE THAN 1/4 MILES FROM YOUR HOME

If Your Vehicle has Broken Down within the Territorial Limits of this Service Agreement, and is more than 1/4 miles from Your Home as established by **US**, **WE** will instruct a Recovery Operator to either;

Attend the scene of the Breakdown and where possible carry out a Temporary Repair, or,

Recover the Vehicle to a suitable garage straight away. The garage maybe chosen by You however must be within a 15 miles radius of the site of Breakdown as measured by **US**.

13. WHERE TEMPORARY REPAIR IS NOT POSSIBLE

If **WE** are unable to carry out a Temporary Repair to the Vehicle **WE** will consider at our absolute sole discretion on the following option detailed below. (This will normally be

based upon geographical proximity to place of breakdown):

To recover the Vehicle, where applicable, the driver and up to 4 passengers to the nearest suitable garage able to affect a repair

14. WHERE REPAIRS CANNOT BE CARRIED OUT ON THE SAME DAY

In the event that Your Vehicle is recovered to a suitable garage and repairs cannot be carried out on the same calendar day, then YOU will be offered the following option:

The cost of a suitable hire car for one day up to a maximum of £50

Important: The above option is offered at Our absolute sole discretion.

15. WHAT IS NOT COVERED IN YOUR SERVICE AGREEMENT

Any costs of whatsoever nature incurred by any Breakdown or similar organisation whether or not their services have been mandated by the police or any other emergency service.

Labour charges in excess of one hour of the Recovery Operator arriving at the scene of the Breakdown.

The cost of any parts required to repair Your Vehicle.

Any Breakdown as a result of an Accident.

Any Breakdown from a fault where We have previously attended for the same fault, or a related and connected fault.

Any Service Request as a result of Misfuelling where the vehicle has been driven. Where the vehicle has not been driven following the mis fuel you are covered for recovery to a garage.

Any Service Request where the Vehicle is immersed and immobilised in mud, snow, sand or water.

Any Service Request as a result of keys becoming locked in the Vehicle, keys being damaged in any way, lost or issues with key fobs or immobilizer / immobilizer keys.

Any Breakdown as a result of a slipped chain on a motorcycle, moped, scooter or other chain driven Vehicle.

Recovery of Your Vehicle to more than one destination including a second recovery or attendance by a Recovery Operator as the original destination was not able to accept Your vehicle for any reason.

Any Vehicle which is already at a garage or other place of repair.

Where **WE** can evidence that this Service Agreement is being used by the Agreement Holder or any other driver of the Vehicle to avoid the cost of repairing or recovering the Vehicle or where a known fault existed with the Vehicle prior to the Inception Date.

Any Caravan or Trailer is not covered.

Any hire car arranged by **US** where **YOU** do not comply with the usual terms and conditions of the hire car company.

WE will not cover the cost of:

delivery or collection of the hire car including the cost of any fuel in doing so.

any fuel consumed by **YOU** or any other driver during the period of hire.

any insurance excess payable under insurance for the replacement car.

We will not supply a hire car of any specific make, model or type, or specially adapted vehicles or those with a tow bar.

We will not cover the cost of any food and/or drink incurred by **YOU** or any other driver or any passengers.

Loss or damage to the personal possessions of driver, rider and or /passenger.

Any breakdown resulting in a Service Holders vehicle not being repaired or that is disposed of or scrapped.

Any costs or expenses not authorised by OUR customer services department.

Any fines or penalties imposed by courts.

Any costs recoverable under any Service Holders vehicle warranty or insurance policy or a service provided by any motorising organisation under manufacturer's warranty.

Service Holders vehicles that have not been maintained in accordance with manufacturers recommendations.

Costs incurred in the removal of animals from the Service Holders vehicle or the transportation of animals.

Any liability or consequential loss arising from any act performed in the execution of the Breakdown services provided.

Storage charges incurred during and after the recovery.

Any liability or consequential loss being placed, or charged, upon US as a result of assistance being provided by a Recovery Operator.

A garage or other place of repair undertaking work on Your Vehicle will be acting as an agent on Your behalf and as such WE bear no responsibility or liability for any advice, work or action undertaken, or given, by them.

Any charges incurred by YOU prior to notification of Breakdown to US.

The cost of any parts, components, lubricants or materials required to repair Your Vehicle

The reimbursement of any charges for food, drink, telephone calls, fuel, oil or any other incidental expenses.

Any charges incurred by YOU where providing assistance under this Service Agreement would be deemed unlawful.

Any Breakdown where Your Vehicle is not accessible when WE have been informed otherwise.

The cost of any specialist recovery equipment required as a result of Your Vehicle being in an inaccessible location

Recovery of Your Vehicle which cannot be undertaken in a safe and legal manner.

Any Service Request where money is outstanding under this Service Agreement.

Any Service Request arising from, loss or damage to the contents of, or within, Your Vehicle.

Any toll charges, ferry charges, parking charges or traffic congestion charges incurred as a result of recovering Your Vehicle.

Any charges or costs incurred by YOU as a result of YOU deciding to scrap Your Vehicle.

WE are not chargeable, or liable, as the result of a Breakdown for any financial loss YOU may incur, such as, but not limited to, loss of earnings, missed appointments or missed

16. GENERAL EXCLUSIONS

The following exclusions apply to all sections of Your Service Agreement.

Any Service Request made within the Inception Period.

Any service Request where the vehicle to be recovered does not have a current MOT Certificate, Certificate of Insurance and has not paid the applicable Road Tax fee. Please note prior to attendance a check against the above will be affected against the relevant National databases.

If any vehicle does not possess the proper documentation no road side assistance will be provided.

Any Vehicle that is being used, or has been modified for use, in motor racing, rallies, speed or endurance events, or for any other Non-Commercial Use.

Any Vehicle which requires specialist repairs as a result of modification of any kind unless previously agreed by US.

flights, trains or other pre-purchased transport tickets.

In the event of any Breakdown the cost of any fuel, calls, etc.

Damage to paintwork and other cosmetic items.

Damage or costs caused by entering into a Service Holders vehicle to affect a repair or recovery.

Fault as assessed in Our opinion, and where a Temporary Repair was affected, following which **WE** advised that garage attention is immediately required, and where this advice has not been followed and a permanent repair not affected. This does not apply in the event of a secondary Breakdown during the same journey as long as the intended destination was a garage or other place of repair.

Any Service Request for any broken glass (windscreen lights etc.).

Any Service Request resulting from the vehicles lights, radio or any chargers being left on unintentionally or otherwise by anyone.

Incidental expenses which include (not exhaustive) parts, components, lubricants or material, food drinks, telephone etc.

will let you know and keep you appropriately updated. If you remain dissatisfied with our final response, or it has exceeded eight weeks and you have not heard anything you have recourse to our helpline and support as detailed below.

Only the named **service agreement holder(s)** or an **authorised representative** should call or write to make a formal complaint.

To make a complaint, please contact:

24|7 Home Rescue
 Customer Relations Department
 3 Petre Road
 Clayton Le Moors
 Lancashire
 BB5 5HY
 Email: complaints@247homerescue.co.uk

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about **your** statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

17. COMPLAINTS PROCEDURE

The aim of 24|7 Home Rescue is to provide **YOU** with an unrivalled first-class service at all times. The Service Providers are committed to maintaining the highest standards of professional and ethical conduct in all dealings with **YOU**.

However, **WE** realise that things can sometimes not go as planned and there may be occasions when **YOU** feel that **YOU** have not received the service **YOU** expected. When this happens, **WE** want to hear about it so **WE** can put things right.

WE take all complaints seriously and **WE** will do our very best to resolve the issue promptly. If **WE** need more time to look into matters, we

18. DATA PROTECTION

Please note that any information provided to **US** will be processed by **US** and **OUR** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing service agreements and handling claims, this may necessitate providing certain information to third parties.

19. 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 and, subject to the terms of this clause, any disputes arising between the parties under this agreement shall be referred to the exclusive jurisdiction of the courts of England and Wales, unless the protected home is located in Scotland, in which case the law of Scotland shall apply.

20. CANCELLATION OF COVER

If you cancel your agreement within the first 14 days of the Agreement Inception Date. Unless **YOU** have made a service request during this period **WE** shall refund Your premium in full less a £10 administration charge.

If **YOU** have made a service request during the first 14 days, or cancel Your Service Agreement after this period, then there will be no refund of premium paid to you.

WE will automatically cancel Your Service Agreement without refund if You make more than the maximum number of permissible Service Requests during the Service Agreement Term. **WE** reserve the right to suspend Your Service Agreement if a Service Request has been successfully made where **WE** should not have provided assistance under this Service Agreement until such time as the callout and repair costs incurred by **US** are reimbursed in full. If **YOU**, after being notified of such costs and suspension of Your Service Agreement, fail to reimburse **US** within 14 days, **WE** reserve the right to cancel Your Service Agreement by giving **YOU** 14 days written notice.