



Terms & Conditions

Introduction

This service agreement is arranged by 24|7Home Rescue (a trading style of 24|7 Home Assist Limited), a company registered in England and Wales, Company No. 09438900. Registered Address: 2nd Floor, Portland St. Manchester M1 3BE (the “Providers”).

24|7 Home Rescue is a specialist provider of boiler breakdown, appliance, home emergency, 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.

24|7 Home Rescue is not authorised by either the Prudential Regulation Authority nor the Financial Conduct Authority. The Service Agreement comprises a service plan, and not a contract of insurance. It is at Our absolute sole discretion as to whether any repairs detailed in this agreement are provided. This agreement forms a service and repair agreement between Us and You the customer.

Our Plans are not categorised as insurance products and therefore insurance regulation does not apply. This Agreement will not be in force unless you have paid all the amounts due under the Agreement (either monthly or in advance annually). The Service Agreement contains details of the plan purchased and the terms and conditions applicable.

Please read these Terms & Conditions carefully. This document forms the basis of your agreement with 24|7 Home Rescue. It is important you understand exactly the extent of the service provided in the service agreement purchased. If you are unsure about anything or have a query, please contact us immediately.

If we accept your Service Request, 24|7 Home Rescue will source a suitable engineer to attend your Property and endeavour to resolve the matter.

24|7 Home Rescue and the engineer will use their discretion as to when and how the repairs are undertaken.

In the event that you engage the services of an engineer prior to making contact with 24|7 Home Rescue any costs incurred by you will not be within the scope of this Service Agreement.

This plan is for **Emergency** situations only. Routine maintenance tasks will not be within the scope of the Service Agreement.

DEFINITIONS.

The following words have the meanings given below wherever they appear in with a capital letter.

APPROVED ENGINEER(S)/ENGINEER(S) - A qualified person approved and instructed by 24|7 Home Rescue to undertake emergency work.

ASSISTANCE - The reasonable efforts made by the approved engineer during a visit to the Property 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 services provided.

AUTHORISED REPRESENTATIVE - 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 correspondence address.

BEYOND ECONOMICAL REPAIR - In the opinion of our approved engineer, we are unable to repair your boiler.

We use an industry standard formula to calculate the BER value, using the boilers purchase value, age, make and model. The table illustrated below outlines how the BER value is calculated. The boilers current market value is calculated by looking at the purchase value and applying a 10% depreciation on this value for each year that the boiler has been in use (age of the boiler). We may provide repairs of up to 80% of the boiler's current market value.

Boiler Type	Vaillant Eco-TEC Plus 938
Purchase Value	RRP £2,521.00
Age	5
Depreciation	10% for each year boiler has been in use
Current Market value	£1488.63
Threshold	£893.18
Cost of Repair	£350.00
Outcome	Repair Authorised

CALL OUT - A request for emergency assistance from you.

CALL OUT FEE - This payment must be made by you to 24/7 Home Rescue before the Approved Engineer will attend. If you choose not to make the payment your Service Request will be immediately declined. Please note the call out fee payments are non-refundable irrespective of whether a repair is affected or not. Your Plan Schedule will state if a contribution applies to your plan.

COMMENCEMENT DATE - The start of the service agreement as shown in the schedule.

CANCELLATION NOTICE – You must provide us with 30 days’ notice to cancel your plan. See How to Cancel for further details.

DOMESTIC BOILER & CENTRAL HEATING SYSTEM - The domestic boiler and the central heating system contained within and supplying your Property that is powered by natural gas from the appliance isolating valve, including all manufacturer’s fitted components within the domestic boiler together with the pump, motorised valves, cylinder thermostat, time temperature and pressure controls, pipe work, and expansion tank. We will not include any commercial boiler or boiler that has an output in excess of 60 Kilowatt within the scope of the Service Agreement.

EMERGENCY - A sudden and unexpected event which, if not dealt with quickly would in the reasonable opinion of 24/7 Home Rescue:

- a) Render the Property unsafe or insecure; or
- b) Damage or cause further damage to the Property; or

- c) Cause personal risk to you; or
- d) Cause a health and safety risk to others.

EXCLUSIONS - Any circumstances which are not included within the scope of the Service Agreement.

HELPLINE - the telephone number for you to report an emergency under this service agreement. The number is 0345 0774 177.

PROPERTY- A place of residence owned by you solely or jointly in mainland United Kingdom, which comprises of a private dwelling used for domestic purposes excluding detached garages, gardens, outbuildings and swimming pools. Garages and outbuildings that are attached and/or access via the Property will be included under Pests if this service is included.

INFESTATION – Being invaded or overrun.

INTERMITTENT FAULT - a problem that has been identified but is not **consistent**. If the problem ceases on inspection by the engineer any further reporting of the same issue will be deemed to be intermittent. In such situations a Call Out Fee can be applied. Alternatively, a fault deemed to be intermittent can be progressed on a Pay on Use basis. (See definition below).

MAINLAND UK – This Service Plan is only available to residents in mainland England, Wales and Scotland.

MONTHLY PAYMENT - Where you have chosen to pay monthly the agreed payment payable by you due each full calendar month from the commencement date in order that the plan remains in force under the terms and conditions.

PAY ON USE SERVICE – Should an Emergency arise that is not included under your plan, we can arrange for an Approved Engineer to attend your Property, but you will be responsible for all costs involved. The use of this service does not constitute a Service Request under your plan. We charge a £95 call out charge (in addition to parts and labour) for call outs arranged in the first 14 days of your plan being purchased.

PERIOD OF SERVICE & LENGTH OF AGREEMENT – Initially a 30 days Rolling Agreement unless or until you make a Service Request or have a boiler service when it converts to a 12-month agreement. At the anniversary of the 12-

months, the agreement shall automatically renew and notification of the renewal will be issued up to 30 days prior to the renewal date.

PEST - Wasps' nests, hornets' nests, rats and/or mice.

REINSTATEMENT - We are not responsible for reinstating floor coverings, fixtures or fittings to their original standards.

SCHEDULE - The document sent to you confirming the type of plan, commencement date, your details and the Property which is within the scope of the Service Agreement.

SERVICE AGREEMENT/PLAN – The contract formed between Us and You.

SERVICE REQUEST - means any request for assistance, service or a benefit under any section of this Service Agreement.

SERVICE REQUEST LIMIT – There is a limit of £1000 for all repairs in a 12 month period This includes call out charges, labour, parts, materials and where applicable the cost (including VAT) of alternative accommodation, and subject to prior agreement from us.

TRACE & ACCESS - Finding or investigating a fault. Please note your plan **does not** include investigating or locating a leak. If the source of the leak is not clearly visible and identifiable your Service Request will be declined.

UNOCCUPIED - Where no one has resided in the Property for a period exceeding 60 consecutive days.

WE, US, OUR - 24/7 Home Rescue or the Company.

YOU, YOUR - The person who applied for this plan and is named on the Schedule.

COMMENCEMENT DATE – The date you receive your plan schedule.

The benefits identified below are provided at our absolute sole discretion and we may refuse a Service Request even if it falls within the scope of the agreement.

WHAT IS WITHIN THE SCOPE OF THE SERVICE AGREEMENT

In the event of an emergency occurring in your Property, we may:

- a) Advise you on what action to take to protect yourself and your Property.
- b) Arrange an appointment for an approved engineer to visit your Property.

- c) Organise and pay the cost of providing assistance excluding any call out fee up to the Service Request Limit subject to the terms and conditions of your service agreement.
- d) Where a permanent repair is completed under your service agreement by an approved engineer, we will guarantee the work for 14 days from the date of repair, after which a further Call Out Fee shall be payable.

WHAT IS NOT WITHIN THE SCOPE OF THE SERVICE AGREEMENT

There are certain conditions and exclusions which limit your plan. Please read them carefully to ensure this meets your requirements. We do not wish for you to discover after an incident has occurred that it is not within the scope of the Service Agreement.

To assist you in understanding the main limitations of the services provided we have detailed these under the ‘Services Provided’ section.

Services Provided

This plan provides the protection selected and described in the service sections below as a result of an **emergency** occurring at the Property. The benefit under your plan is limited to the Service Request Limit identified under each section of your service below.

Unless your Boiler is deemed BER, the amount we may pay is limited to £1000 in a period of 12 months in respect of all Service Requests including call out charges, labour and materials. You are responsible for paying any Call Out Fees under the plan or where the cost of repair exceeds the benefit provided under the plan.

Section A: Domestic Boiler

What may be included

We may at our discretion provide assistance in an **Emergency** following the complete breakdown of the domestic boiler and/or central heating system which results in the complete loss of heating and/or hot water.

What is not included

1. Boilers that are over a btu net input (60 Kilowatt).

2. Boilers 11 years of age or over will be subject a Call Out Fee of £75.
3. Lighting of boilers, the correct operation, routine adjustment of time, temperature controls or the replacement of batteries.
4. Any form of renewable energy systems.
5. Power flushing or descaling.
6. The replacement of water tanks, cylinders, and central heating radiators.
7. Where an immersion heater or similar is available to resolve the failure.
8. Intermittent Faults where this cannot be identified at the time of the Approved Engineer's attendance.
9. Lack of maintenance or neglect by you (if your boiler has not been serviced in line with the manufacturer's instructions or if you have no protection against hard water).
10. Where a boiler can be operated manually to resolve the problem.
11. There are some Boiler types that are not within the scope of the Service Agreement. These are:
 - Potterton Powermax
 - Boiler mate
 - Boiler containing storage vessel
 - Warm air units
 - Electric boilers
 - Keston
 - ATAG
 - 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).
 - Any Boiler containing Asbestos (if you are unsure please contact our helpline)

Service Request Limit

There is £1000 Service Request Limit in a 12-month period, as long as your Boiler is not deemed BER.

Section B: Central Heating System

What may be included At our discretion, We may provide assistance in an **Emergency** following the complete breakdown of the domestic central heating system which results in the complete loss of heating inclusive of:

1. Pump.
2. Motorized valve.
3. Thermostatic radiator valves.
4. Interconnecting pipework.
5. Leaks from your central heating system that cannot be contained.

What is not included

1. Accessories to the central heating system inclusive of thermostats, timers, associated controls and filters.
2. A full/ partial drain down of the central heating system.
3. Removal of sludge or hard water scale from the system.
4. Underfloor heating.
5. Balancing thermostatic radiator valves.
6. Replacement of radiators.

Service Request Limit

There is £1000 Service Request Limit in a 12 month period.

Section C: Plumbing

We may, at our absolute sole discretion, provide assistance in an **Emergency** following damage to or failure of the plumbing system in the following circumstances:

- Where internal flooding or water damage is a likely consequence.
- Restoring toilet facilities where you do not have access to or the ability to reach a working toilet with your Property. If you have access to more than one toilet, this not deemed as an Emergency.
- Involves the internal hot and cold-water pipes between the main internal stopcock and the internal taps.

The following is not included:

- General service and maintenance, including but not limited to dripping /leaking taps, build-up of leaves, fat or oil blockages within the drainage system and clearance of any debris.
- Frozen pipes which have not caused any damage. Pipes outside the boundary of your Property. Detached outbuilding. Plumbing and filtration system for swimming pools or spa bath. Repairing or replacing steel or lead pipes. Guttering or fall pipes. Soil vent pipes. Descaling and any work arising from hard water scale deposits.
- Cracked or broken toilets or cistern. Bath/shower seals or grouting. Pop-up waste mechanisms. Cesspits, septic tanks, vacuum drainage systems, electric pumps, Saniflo systems or other macerator-based systems. The replacement of water tanks, cylinders, and central heating radiators; external WC's; external pipes and taps. Any repair to a drain which requires excavation. The service provider will not excavate ground matter to gain access to any blocked/leaking pipe.
- Any reinstatement costs relating to flooring, walls, ceilings and/or any other surface.
- The repair of domestic and/or leisure equipment that are leaking water, other than from external fixed pipe work.
- Where there is a leak from any household appliances, shower, bath or sink when in use and there is another means of equivalent bathing or washing at the Property.
- In the event of a leak it is important for you to mitigate against any damage/further damage by containing the leak or turning off the water supply at source. We will not accept responsibility for damage caused where you have failed to reasonably mitigate potential loss.

Service Request Limit £1000 in a 12 month period.

Section D: Drainage

What may be included We may at our absolute sole discretion provide assistance in an **Emergency** following damage to or failure of the drainage system in the following circumstances:

- Where the damage causes blocked external drains that are solely your responsibility within the boundary of the Property, and this can be resolved by jetting.
- Restoring toilet facilities where you do not have access to or the ability to reach a working toilet with your Property. If you have access to more than one toilet, this not deemed as an Emergency.
- Restoring the flow within the waste pipes and drains, using conventional methods, such as rodding and jetting to overcome the emergency.
- An emergency relating to the blockage to the waste pipe or drains within the boundaries of your Property, which are not caused by neglect or improper use.

What is not included:

- Pop-up waste mechanisms.
- Any drainage system which is not of clay pot, plastic, P.V.C or concrete construction.
- Cesspits, septic tanks, vacuum drainage systems, electric pumps, Saniflo systems or other macerator-based systems. Detached outbuilding. Guttering or fall pipes, Soil vent pipes.
- Damage to drains caused by structures not conforming to local building regulations or caused as a result of negligence or neglect.
- Drain clearance where you have been previously advised of the need to install access points (e.g. rodding eye, manhole, etc.).
- Any reinstatement costs relating to flooring, walls, ceilings and/or any other surface.
- Blocked toilets and/or drains where this has been caused as a consequence of neglect, misuse or the internal workings of the flush. E.g. inappropriate use of pipes/drains to dispose of unsuitable items.

Service Request Limit £1000 in a 12 month period

Section E: External Water Supply Pipe

What may be included We may, at our absolute sole discretion, provide assistance in an emergency following a leak, collapse or blockage of the water

supply pipe, from the freshwater pipe that connects your Property to the mains water supply up to your Property internal stop valve.

1. **What is not included** The interruption or disconnection of public services to the Property however caused.
2. Tracing leaks where the source cannot be ascertained or where there is no visible evidence of a leak.
3. Excavation or trace and access costs.
4. Reinstatement costs relating to the original surface which is excavated as part of a Service Request.
5. Pipework which is outside the boundary of your Property or pipework which is not your responsibility. Where responsibility is shared, we will only contribute to your proportionate share of the cost of repair.
6. Frozen pipes which have not caused damage.
7. Damage resulting from lack of proper maintenance.
8. Descaling and any work arising from hard water deposits.

Service Request Limit

£1,000 per in a 12 month period

Section F: Internal Electricity

What may be included We may, at our absolute sole discretion, provide assistance in an emergency which cannot be resolved by carefully resetting the fuse box and would not be more appropriately resolved by the regional electricity network supplier, and:

1. There is electricity failure of at least one complete circuit.
2. There is an emergency caused by a fault to the domestic electrical wiring.
3. There is loss of power to circuits due to a problem within the fuse box.

What is not included

1. External lighting and lighting fixtures attached to and including security, garages, sheds, greenhouses and outbuildings and the replacement or adjustment of any light bulbs.

2. Domestic appliances or any electrical item utilised with a plug or batteries.
3. Replacing light bulbs, fuses and any other routine electrical maintenance task.
4. Electricity supply including but not limited to burglar/fire alarm systems, CCTV surveillance, swimming pools and the plumbing and filtration system for swimming pools and any leisure equipment, garden areas, fish tanks, ponds, satellite/TV equipment, doorbells, garage doors, shower units, immersion heaters, power generating systems e.g. solar panels, wind turbines and wiring or electrics in communal areas.
5. Repair or replace portable and fixed heating systems such as controls, timers, programmes or detectors.
6. Poor maintenance or exposed wire within the fuse.
7. Replacement of the fuse box.
8. Repairing or replacing the external supply up to the fuse box.
9. Any Service Request resulting in the negligent use of an appliance causing damage to an electrical socket.

Service Request Limit

£1,000 in a 12 month period

Section G: Home Security

What may be included We may, at our absolute sole discretion, provide assistance in an emergency following damage to or failure of an external lock, door or window or where you are unable to gain access to your Property due to lost keys, which renders the main living areas of the Property insecure and easily accessible to intruders, including:

1. Creating emergency access when you are locked out of your Property where the Property is deemed unsafe or insecure.
2. Boarding up broken doors or windows.

1. **What is not included** Replacement of any locks or keys to the main Property or for any outbuilding, garage or shed which is not part of the main Property, if another set exists.
2. Replacement or repair of electronic units powering garage doors, internal locks, window locks, doors, glass, external garages or outbuildings.

3. Any damage caused by the approved engineer in gaining access to the Property.
4. Doors subject to swelling.
5. Porch doors where there is another lockable door which prevents access to the main living areas of the Property.

Service Request Limit

£1,000 in a 12 month period

Section H: Pests

What may be included:

We may, at our absolute sole discretion, provide assistance in an Emergency following a Pest infestation in and/or attached to the Property where there is clear evidence of the infestation, including:

1. Wasps or hornet nest in the Property.
2. Mice or rat infestation in the Property.

What is not included:

1. Infestations in your garden of any outbuildings
2. Any other pest/animal control issues.
3. Any Service Request where the pest infestation is not readily visible.
4. Repeat Service Request where you have failed to follow previous guidance from us or the approved engineer to prevent continued or further infestation.
5. The removal of bees and beehives. Bees are not seen as pests and therefore cannot be treated in the same way as hornets or wasps. If you have a swarm of bees in the structure of your Property, you should contact the British Beekeepers Association for guidance: www.bbka.org.uk.

Service Request Limit

£1,000 in a 12 month period

Section I: Boiler Replacement Contribution

What may be included If you have chosen to include Boiler replacement or a contribution towards replacement within the scope of the Service Agreement, this will be stated in your schedule.

In the event your domestic Boiler is declared Beyond Economical Repair, You may be introduced to the installations department (within our sister company).

If your Boiler is deemed BER you may be transferred to a similar plan will not include services in respect of your gas Boiler. Your payment will be adjusted accordingly and a proportionate refund (calculated daily) in respect of the difference in payment for Your old plan and the price of the new plan, if You have made an annual payment. If Your payments are made monthly, You will not receive any refund and the new payment shall take effect from Your next monthly payment. If similar service offerings without gas boiler repair services is not available, We will cancel your plan.

What is not included Replacement of boilers or a contribution towards the cost of a new boiler for Service Requests occurring within the first 6 months of the start of the Service Agreement.

Our contribution under this section shall not include any installation/labour, delivery or shipping costs.

Exclusions

General Exclusions

We shall not be liable for costs arising from or in connection with:

1. Any Service Requests not falling within your service agreement.
2. Properties situated outside the UK mainland, including all Isles and Northern Ireland.
3. Events where on attendance it becomes clear that the call out is not an emergency.
4. Circumstances known to you prior to the commencement date of this plan.
5. Any costs/activities in excess of the Service Requests Limit or any specified limit subject to your service agreement.
6. Improvements including work that is needed to bring the protected system up to current standards.

7. Any damage caused by the approved engineer in gaining access to the Property 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.
8. Any Service Requests where a repair/replacement is only necessary due to changes in legislation/health and safety guidelines.
9. Any system which has been incorrectly used, modified or tampered with.
10. Any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present.
11. Any 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.
12. The costs of any work carried out by you or persons not authorised by us in advance.
13. Non-Visible leaks. Please see definition of trace & access. Your plan does not include any investigation to locate the source of the leak.
14. Any system and/or equipment, including boilers and facilities, which have not been properly installed or maintained in accordance with the manufacturer's instructions.
15. Any Service Requests arising from gradual deterioration and/or wear and tear.
16. Any system which is faulty or inadequate as a result of any inherent or recurring manufacturer or design defect. During a repair we may identify additional work that is required in order to bring your Property 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.
17. Replacement or adjustment to any decorative or cosmetic part of any equipment.
18. Detached garages, out-buildings, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks unless included within the scope of the Service Agreement under the Pests section if included on your schedule.
19. Any wilful act or omission, lack of maintenance or neglect by you.
20. We may limit the level of assistance we provide for boiler Service Requests where an installer or supplier guarantee or warranty exists. We may direct you to the installer or manufacturer for a solution in the first instance to prevent voiding of any guarantee/warranty.

21. Any other costs or damage that are indirectly caused by the event that led to your Service Requests, unless specifically stated in the plan.
22. Any direct or indirect liability, loss or damage caused by computer viruses.
23. 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.
24. 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;
25. 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;
26. General maintenance work or any system that has not been regularly maintained. The engineer when dealing with your system may complete a repair but diagnose that additional maintenance work is required to your boiler and/or other system in order to prevent a future breakdown. As this maintenance work is not within the scope of the Service Agreement it is your responsibility to have it completed.

Repairs

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

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 Service Agreement plan until the approved engineers' recommendations have been adhered to or until another accredited professional has deemed that your Property 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.

General Information

General Conditions

1. The rights provided under this service agreement cannot be transferred to anyone else.
2. 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.
3. 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 enter into this service agreement.
4. To improve the quality of the service some calls to the helpline may be recorded for training and monitoring purposes. Recorded calls are retained for training and monitoring purposes.

Free Trial Promotion

Free trial eligibility is determined by 24|7 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".

Replacement of Parts or Components

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 suppliers. 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.

Annual Boiler Service

If your plan includes a provision for an annual gas boiler service, then this will be shown in your schedule.

Boiler servicing will be completed in accordance with the current Gas Safety Regulations. Please make sure that you have the manufacturer's instructions available for the engineer when they attend. Please note that remedial or maintenance work is not included as part of your boiler service.

We will arrange for an engineer to visit your Property to service your boiler in line with Gas Safety Regulations. Boiler services are normally carried out between April and September. We will make every effort to contact you to arrange the Service. We will try to contact you up to three times. If we don't hear back from you after that, we won't try again. It's then up to you to contact us to arrange your safety check.

Service Requests

To ensure an accurate record your telephone conversation may be recorded.

All requests for assistance must be made to 24/7 Home Rescue and not to the engineer directly otherwise the work will not be within the scope of the Service Agreement.

Provided that the assistance is not precluded by adverse weather conditions; industrial disputes (official or otherwise); failure of the public transport system; including the road and railway network and repairs thereto; a pandemic; and any other circumstances preventing access to the Property or otherwise making the provision of the assistance impossible.

There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond our control. In the event of this occurring, and if we have agreed to satisfy your Service Request (which we have

absolute sole discretion to refuse), we will ensure that your Property is safe and if required the engineer will provide you with a quotation for a suitable repair.

Please note that if you should engage the services of an engineer prior to making contact with 24|7 Home Rescue any costs that you incur are not within the scope of this service agreement.

Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the local gas company.

How to arrange emergency assistance

Before requesting emergency assistance, you should check that the circumstances are within the scope of this service agreement. Remember this is not a maintenance service contract and does not include routine maintenance in your Property.

You must telephone our helpline within 24 hours of the emergency occurring 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 Service Request or incur a Call Out Fee payment.

You may find that it is quickest and easiest to contact us via the 247 Home Rescue App. Alternatively, you can call us on 0345 077 4177. Our lines are open 24/7. We may record calls to help improve our service to you.

Scheduling

If we have agreed to satisfy your Service Request (which we have absolute sole discretion to refuse), we will discuss the timing of your repair with you by phone, email or text. We will endeavor 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, 24|7 Home Rescue may be forced to reschedule your repair. We will endeavor 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.

Renewals

Your service agreement will automatically renew following receipt of your payment for the period as defined in your 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. If we do not receive notification of cancellation, then we will automatically renew the service agreement based on the renewal quote.

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.

Fraud

You must not act in a fraudulent manner. If you, or anyone acting for you, makes a Service Request under the Service agreement knowing the Service Request to be false, exaggerated in any respect, or makes a statement in support of a Service Request knowing the statement to be false and submits a document in support of a Service Request knowing the document to be forged or false in any respect, then 24|7 Home Rescue:

1. Will decline the Service Request.
2. Will be entitled to recover any amounts paid from the inception of the Service agreement.
3. Will inform the police and fraud prevention agencies of the circumstances.

Privacy Policy

We know how important it is for you to understand how we use your data. Our Privacy Policy sets out how and why we collect, store, process and share your personal data. We will always be transparent with you about what we do with your personal data. Our Privacy Policy can be viewed online at <https://247homerescue.co.uk/privacy-policy/> alternatively, or if you have any questions you can contact us at:

Address: Parkhill Business Centre, Padiham Road, Burnley, BB12 6TG.

Telephone: 0345 3192 247

Email: privacy@247homerescue.co.uk

Damage

We will take all reasonably practicable steps to avoid damaging your property during the course of your repair. Occasionally there may be some damage. We will fill any holes and reassemble fittings and features as required but will not replace or repair any damage that was caused by the existing fault. We will only be liable to recompense you for damage caused by willful negligence.

Your Agreement

Your agreement with 24/7 Home Rescue

24/7 will administer your plan. If you need to contact us regarding your agreement, please call the customer services number or write to us at:

Address: Parkhill Business Centre, Padiham Road, Burnley, BB12 6TG.

Email: customerservice@247homerescue.co.uk.

1. 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.
2. We will collect the amount due in accordance with your instructions.
3. We 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 we shall update the Terms & Conditions on our Website. If the changes do not benefit you and you wish to cancel your plan, you may do so by following the procedure as outlined under the section labelled 'How to Cancel Your Plan'.
4. This plan commences on the date shown on your schedule and continues upon receipt of your monthly payment. This plan is a 30-day rolling agreement and does not have a specified end date and will continue until either you or we cancel the plan. We will contact you on the renewal of your plan to remind you of this and notify you of any changes to your Service Agreement or payments, should you fail to make a payment in any month, the Service Agreement will cease with effect from the end of the month immediately before the date of the failed collection. Should you wish to cancel your plan at any time, please see the procedure as outlined under the section labelled 'How to Cancel Your Plan'.

Payments

Making your payments

The payment method you have selected will be confirmed in your schedule.

If you have selected a monthly payment method, you will make your payment from your bank account on an agreed date of each month and, subject to the successful collection of that payment, we will provide the services available under the Service Agreement up to the date on which your next monthly payment becomes due.

What if I miss a payment?

If you fail to make a payment on the due date, your plan may be suspended, and you will not be able to make a Service Request. You will remain liable for any due and outstanding payment for the period up to the date of cancellation. If you

want to make a Service Request under your plan whilst your Service Request is suspended, you will be required to pay any outstanding payments before an engineer will be despatched to your Property.

Renewing your plan

Your plan will continue following receipt of your payment for the period of the Service Agreement as defined in your schedule. We reserve the right to adjust your payments to reflect any changes in the cost of providing the services.

Our right to change the price of the plan

We will contact you at least 30 days before if we decide or need to change your plan or the price of your plan for any of the following reasons:

1. To make minor changes to your plan wording that do not affect the nature of the plan and benefit that may be provided such as changes to make the plan easier to understand;
2. To reflect changes in the law, in regulation (including any decision of a regulatory body).
3. To reflect increases or reductions in the cost (or projected cost) of providing your plan;
4. To cover the cost of any changes to the plan/benefits that may be provided under this plan including but not limited to the removal of one or more service scope exclusion(s);
5. To cover the cost of changes to the systems, services or technology in support of this plan.

How to cancel your plan

Please note, only you or your Authorised Representative can cancel, in writing. You must write to 247 Home Rescue, Parkhill Business Centre, Padiham Way, Burnley, BB12 6TG.

Cancelling within the cooling off Period

We hope you are happy with the services this plan provides. However, if after reading this plan it does not meet with your requirements, please note every agreement purchased is subject to a 14-day cooling off period, which begins on the purchase date or 14 days from the date you receive your plan documentation, whichever is the later. This allows you to cancel the service agreement without penalty.

Please note that any Service Request submitted within the 14-day period will be subject to a mandatory non-refundable £95 Contribution payment. If subsequently the breakdown is deemed to be as a result of an intermittent or pre-existing fault the Service Request will be declined.

Cancelling outside the 14-day cooling off period

You must provide 30 days clear notice of any cancellation.

Where your plan is cancelled outside the 14-day cooling off period and you have not made a Service Request, there will be no cancellation fee payable to us and your plan will be cancelled immediately.

Cancellation Fees.

Where your plan is cancelled outside the 14-day cooling off period and you have made an accepted Service Request or have had an engineer's attendance (e.g. boiler service) you will be subject to a cancellation fee. The cancellation fee payable is £144 including VAT.

How we will refund you.

If you validly terminate the agreement within the cooling off period, we will refund you the price you paid for the Services, by the method you used for payment. However, we may make deductions from the price, as described in Cancellation Fees.

Complaints

It is our intention to give you the best possible service but if you do have any questions or concerns about this plan or the handling of a Service Request, you can contact us at:

Tel: 0345 3192 247

Email: complaints@247homerescue.co.uk

Address: 24|7 Home Rescue, Parkhill Business Centre, Padiham Road, Burnley, BB12 6TG

For our full complaints procedure please visit <https://www.247homerescue.co.uk/complaints-procedure/>. The 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.

Applicable Law

This Agreement shall be governed by the laws in England & Wales.