



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: Floor 2, 9 Portland Street 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 (subject to the cover purchased).

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 as stated under each section of cover including call out charges, labour, parts and materials (including) VAT and subject to prior agreement.

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.

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"

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 the same issue will be deemed to be intermittent. In such situations an excess fee can be applied.

Alternatively, a fault deemed to be intermittent can be progressed on a Pay on Use basis. (See definition below).

Pay on Use Service- This service is offered outside the service agreement. If your claim has been declined or for other reasons a Pay on Use facility is offered the costs of any repair (both labour and parts) will be **Your** responsibility

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.

Security Payment- This represents a discretionary payment which is payable at the time a claim is reported. This payment arises where there is uncertainty as to whether the claim is covered. The security payment is a fixed payment of £75. If following the diagnosis, the engineer confirms that the fault is one that is covered this payment will be

reimbursed. If the engineer confirms the fault is not covered there will be no reimbursement of this fee. If this payment is not paid there is a discretion to decline your claim.

Service agreement - means the document sent to **you** confirming the **commencement date, your** details, cover type and details of any cover.

Trace & Access. Please note your emergency cover **does not** include investigation or locating the leak. If the source of the leak is not clearly visible and identifiable your claim will be declined.

Territorial Limits shall mean Great Britain, (England Scotland and Wales), 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 deliberate damage. The Service Providers will use their expert judgement, including their engineers' report and comments, 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 willful 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 Standard.;
- u. The costs of any work carried out by you or persons not authorised by us in advance.
- v. **Non-Visible leaks.** Please see definition of trace & access. Your cover does not include any investigation to locate the source of the leak.

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.

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. Please note we do not replace items if they are unrepairable.**

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**.

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.

We do not replace any items e.g. toilets, sinks etc. that cannot be repaired. If such a situation arises you are responsible for the cost of replacement.

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.

9. 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).
 - i. Any blockage to any pipe caused by neglect or misuse. This includes for example fat/oil waste disposed improperly and the inappropriate use of the sewage system to dispose of sanitation products (tampons) and hair.
 - ii. Please note these examples are not exhaustive.

10. Claim Limit - £1,000 per claim

11. 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**.

12. Claims covered include:

- a. An emergency relating to the blockage to the waste pipe or drains within the boundaries of your property not caused by negligent or inappropriate use.
- b. Restoring the flow within the waste pipes and drains, using conventional

methods such as rodding and jetting to overcome the emergency.

13. 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.
- k. Any repair to a drain which requires excavation.
- l. Any drain which is not in the sole use of the agreement holder but is shared.

14. 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.

15. Claims covered include:

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

16. 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**).

17. Claim Limit - £1000 per claim

18. 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 make the home safe in the event of damage or failure to the external lock, door or window. Our obligation extends only to making your home safe. We do not replace any locks or provide replacement keys.

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.

- 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.

20. 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.

21. Claim Limit - £1,000 per claim.

22. ELECTRICAL 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**.

23. Claims covered include:

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

24. 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 non- permanent 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.
- i. Any claim resulting in the negligent use of an appliance causing damage to an electrical socket etc.

25. Claim Limit - £1,000 per claim.

26. 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/plumber** 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 for training and monitoring purposes. Recorded calls are retained for 7 days.
- 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.

27. 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.

28. 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.

29. 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 you.. 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.

30. 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.

31. 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 or where it is unclear whether the fault is covered under the service agreement. The payment may be refunded once the engineer has reported their findings and confirms that the fault being reported is covered under the agreement.

31. 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.

32. 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 repairs. However, if, when attempting to fix your repair 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.

33. 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.

34. 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.

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 use the following link to make your request online:

<https://customerservice.247homerescue.co.uk/data-access-request/>

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.

35. 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.

36. 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 your **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 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. 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.

- f) 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.

- 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 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.

37. 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.

38. 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**. 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**. In both instances you will be notified by an update being placed on your MYACCOUNT.
- 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 trading address.

39. 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.

How to make a complaint?

You can only file a complaint online using our dedicated online dispute resolution dashboard.

<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.

Mediation

If your complaint is unable to be resolved by the complaints handler you have the option of requesting referral to the Mediation Department. We have trained mediation consultants who will consider your matters afresh. Please note you must request a mediation appointment as your matter will not be automatically referred to this department.

Mediation appointments are conducted on the telephone by pre-arranged appointment.

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

40. 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 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.**

41. 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.

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. 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 nonprotected service that **you may** have received.
- e. If in the event you make a claim within the 14day cooling off period this will be subject to a £95 mandatory excess. If following the diagnosis, the engineer deems that the fault is pre-existing or intermittent your claim will be declined. In such circumstances we can offer you a Pay on Use Service where you will be responsible for the costs of repair including both parts and labour charges.

43. 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.

- **Emergency 24hr Claims Line:**

0345 077 4177
claims@247homerescue.co.uk

- **Customer Services:**

0345 3192 247
 (Mon to Fri 0830– 18:30)
 (Saturday 10.00 -1400) Sunday closed
customerservices@247homerescue.co.uk

- **Administration:**

admin@247homerescue.co.uk

- **Complaints:**

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

- **Services:**

services@247homerescue.co.uk

Alternatively, you can use the My247 app to make any queries, book a service or make a claim. Just login using your reference number and surname.

