

**24|7 HOME
RESCUE**

**24|7 HOME RESCUE
BOILER AND APPLIANCE
SERVICE CONTRACTS**



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**24|7 HOME
RESCUE**

**24|7 HOME RESCUE
GAS BOILER
SERVICE CONTRACT**

TERMS AND CONDITIONS

INTRODUCTION

- This service contract 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.

MAINTAINING PROTECTION UNDER YOUR MONTHLY SERVICE AGREEMENT.

You may pay for your service contract on an annual or monthly basis. If **you** have elected to pay **your** fees by monthly **Direct Debit**, **we** will collect **your** monthly fee for this service contract 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 contract wording for the month in which the monthly fee has been collected.

This service contract commences on the date shown on **your schedule** and continues by periods of one month upon receipt of **your** monthly fee payment. If **you** have elected to pay **your** fees by monthly **Direct Debit**, this service contract does not have a specified end date and cover will continue until either **you** or **we** cancel the service contract. 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 contract will automatically renew following receipt of **your** payment for the **period of protection** as defined in **your schedule**.

WHAT IS COVERED

For the avoidance of doubt, this is a contract 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 contract 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 in the absolute discretion of the **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 **yourself** and **your home**;
- Send one of **our approved engineers** or arrange an appointment for an **approved engineer** to visit **your home**; and
- Organise and pay the cost of providing **emergency assistance**, excluding any **excess** up to the **claim limit** per **call out**, including VAT, subject to the terms and conditions of **your** service contract.

WHAT IS NOT COVERED

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

The **Cooling off Period**- please also note that any incident that occurs in the first 14 days after the service contract **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.

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**.

DEFINITIONS

The following words shall have the meanings given below wherever they appear in **bold**.

Administrator- refers to 24|7 Home Rescue, who will handle any queries relating to the issue of **your** service contract / service contract amendments and are who **you** should report details of any claim to.

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 contract 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.

Beyond Economical Repair - means in the opinion of **our approved engineer**, the cost of repair is 60% of the manufacturer's current retail price. In the event that **your domestic boiler** is declared **beyond economical repair** and is under 7 years old, **we** will make a contribution of £200 towards replacing it.

Breakdown - means a sudden and unforeseen mechanical or electrical malfunction which results in the particular unit not working.

Call Out - means a request for **emergency assistance** from **you**, even if the request is then cancelled by **you**.

Claim 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 of the service contract as shown in the **schedule**.

Domestic Boiler - means the central heating boiler contained within and supplying **your home** that is powered by natural gas from the appliance isolating valve, including all manufacturers fitted components within the boiler together with the pump, motorised valves, and thermostat. **We** will not cover any boiler that has an output in excess of 60kW/hr. Any boiler over **11 years old** will be subject to a mandatory £75 excess.

Domestic Central Heating System - means the **domestic boiler** and the central heating system within **your home** that is powered by natural gas from the appliance isolating valve, including all manufacturer's fitted components, pump, motorised valves, pipe work, feed and expansion tank. **We** will not cover any boiler that has an output in excess of 60kW/hr.

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 or insecure; or
- b) damage or cause further damage to the **home**;
or
- c) cause personal risk to **you**; or
- d) cause a health and safety risk to others.

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. This can be done by way of credit or debit card.

Helpline - means the telephone number for **you** to report owned and occupied by **you** and **your** family as a private residence with no business use. Rented and let

properties, commercial & business premises, mobile homes and bed-sits are not eligible.

Inception date - means the date on which your service contract began.

Intermittent fault – means a problem that has been recurring for a period of time and that cannot be diagnosed that results in a **breakdown**.

Period of Protection - The duration period noted on **your schedule**, either monthly or annual as determined by **you** depending on **your** preference for payment.

Schedule - means the document sent to **you** confirming the **commencement date**, **your** details, and the **home** the subject of cover.

Service – means an inspection or routine service of a gas appliance.

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 contract and is named on the **schedule** as the service contract holder.

COVER PROVIDED

Your schedule will show the cover level(s) you have purchased.

Plumbing

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

Claims covered include an emergency relating to any of the following areas of internal plumbing of your home:

- 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 failure of the toilet to function where it is the only toilet in your home that you can use;
- d) A leak which cannot be contained from:
 - i. your toilet cistern;
 - ii. shower fixtures and fittings which cannot be controlled;
 - iii. the internal section of the overflow pipe;
 - iv. your central heating water pipes.

We do not cover:

- a) General maintenance, including but not limited to dripping taps;
- b) Frozen pipes which have not caused any damage;
- c) Leaks from any household appliances, sink, shower or bath where leakage only occurs when the appliance is in use;
- d) Cracked or broken toilets or cisterns;
- e) Pipes outside the boundary of **your home**
- f) Up Flush Toilets (Sani flow)
- g) Water softeners
- h) Filters
- i) Pop-up waste mechanisms
- j) Bath/shower seals or grouting
- k) Hot water cylinder replacement (or its elements)

Claim Limit - £1,000 per claim.

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**.

Claims covered include:

- a) An emergency relating to the blockage to the waste pipe or drains within the boundaries of your property, where the flow is being prevented.
- b) Restoring flow of waste pipes and drains, using conventional methods such as rodding and jetting to overcome the emergency, up to the boundary of your property where you are solely responsible for this.

We do not cover:

- a) General service and maintenance including but not limited to leaves, build-up of oils, fats or 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, electric pumps;
- d) Plumbing and filtration system for swimming pools or spa baths;
- 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.

Claim Limit - £1,000 per claim.

Emergency Boiler Breakdown Cover

At **our** absolute sole discretion, **we** will assist **you** and pay for the **call out** labour and parts and materials involved in repairing or rectifying the breakdown of **your domestic boiler at your home**.

In the event of an **emergency**, **we** will undertake to obtain spare parts as quickly as is reasonably possible.

Cover includes:

- a) Heat exchange
- b) Manufacturer-fitted components
- c) Interconnecting pipework
- d) Parts, labour and call-out charges

We do not cover repairs or replacing as follows:

- a) The cold water system including its feed and outlet;
- b) **Your** water supply from the hot cylinder to **your** taps;
- c) Any non-gas appliances, Elson tanks, oil boilers, separate gas heaters supplying hot water LPG boilers and dual- purpose boilers such as AGA's and Rayburns;
- d) Maintenance or replacement of fan convector heaters or heated towel rails or underfloor heating;
- e) Corrosion or any work arising from hard water scale deposits;
- f) Removal of sludge or hard water scale from the protected system;
- g) Any gas fired appliance whose primary purpose is other than heating, for example a domestic cooker or lighting system;
- h) Solar powered panels or ground air and water source pumps;
- i) Repairs when our **engineer** deems the boiler to be **beyond economic repair**;
- j) Repairs to boilers that have not been serviced in the last 12 months;
- k) Flues from gas appliances;
- l) Frozen pipes.

Claim Limit - £1,000 per claim

Domestic Central Heating System Cover

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.

Claims covered include:

- a) Breakdown that results in a loss of heating and hot water including a fault within the valves, thermostat and/or expansion tank;
- b) Breakdown of the central heating system

Cover includes:

- a) Heat exchange
- b) Manufacturer-fitted components
- c) Interconnecting pipework
- d) Parts, labour and call-out charges together with the pump, motorised valves, cylinder thermostat, pipe work, feed and expansion tank

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 venting (bleeding) of radiators;
- b) Any non-Gas appliances, Elson tanks, separate gas heaters supplying hot water LPG boilers and dual- purpose boilers such as AGA's and Rayburns;
- c) Maintenance or replacement of fan convector heaters or heated towel rails or underfloor heating;
- d) Corrosion or any work arising from hard water scale deposits;
- e) Removal of sludge or hard water scale from the protected system;
- f) Any gas fired appliance whose primary purpose is other than heating, for example a domestic cooker or lighting system;
- g) Solar powered panels or ground air and water source pumps;
- h) Repairs to boilers that have not been serviced in the last 12 months.

Claim Limit - £1,000 per claim.

Electrical Emergency and Breakdown Cover

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

Claims covered include:

- a) Emergencies caused by domestic electrical wiring
- b) Emergencies caused by the breakdown of domestic electrical wiring
- c) Failure of electrical wiring following DIY accidents
- d) Fuse box breakdowns
- e) Lost power to circuits

We do not cover:

- a) Domestic appliances or electrical items with a plug;
- b) Replacing light bulbs, fuses and any other routine electrical maintenance tasks;
- c) External lighting and non-permanent outbuildings, such as sheds and greenhouses;
- d) Swimming pools, fish tanks, ponds, burglar and 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, any 3 phase electrical systems or garden areas;
- e) Wiring or electrics in communal areas;
- f) Poor maintenance or exposed wires within the fuse box;
- g) Replacement of the fuse board.

Claim Limit - £1,000 per claim.

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.

Claims covered include:

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

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 boundary of **your home**.

Claim Limit - £1,000 per claim.

Pest Control

At our absolute discretion, we will pay for the removal of a pest infestation involving wasp, bee or hornet nests, or infestation of rats, or cockroaches when the infestation is within your home.

Permanent bee infestations do not normally occur in domestic properties although they may lodge or reside there for 24/48 hours. 24/7 Home Rescue will try to avoid unconditional destruction of the bees and may sometimes involve a local bee-keeper unless the occupants are at risk of an allergic reaction.

We do not cover removing infestation of pests in gardens or outbuildings or wasp, bee or hornet nests where no visible activity is apparent.

Claims covered include:

- a) Wasp/hornet nest in the main building
- b) Mice/rat infestation
- c) Cockroach infestation

We do not cover:

- a) Pests in gardens
- b) Pests in outbuildings
- c) Wasp and hornet nests without visible pest activity
- d) Other animal control issues

Claim Limit - £1000 per claim

Security and Lost Keys

At **our** absolute sole discretion, **we** will assist **you** and pay for the **call out**, labour and parts and materials involved in emergencies relating to the security of **your home** and lost keys of **your home**.

Security – **We** will assist **you** to repair, replace or provide an **emergency** fix to make the **home** safe and/or prevent further damage 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** arising from the loss of the keys to **your home**, where **you** have lost the only available key to **your home** and are unable to replace it or gain normal access.

Claims covered include:

- a) Creating emergency access when you are locked out of your home and 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 a property is insecure

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) Internal doors and windows;
- d) Replacement or repair of electronic units powering garage doors.

Claim Limit - £1,000 per claim.

Gas Appliance & Boiler Service

Our engineers will only carry out one annual service, safety and operational checks in any 12 month 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 start date and will be booked automatically.

Appointments will usually take place between the hours of 8am and 7pm Monday to Friday, excluding bank holidays, and will be subject to **our** engineers' availability. During **your** service, if the engineer finds **your** boiler has problems which are not included in the service, they will provide **you** with an advisory note detailing work that should be undertaken. It is a responsibility to ensure that the work is covered under **your** cost.

ONE-OFF REPAIRS

Charges

We will discuss the cost of your one-off repair with you to ensure you are satisfied with our charges for repairs relating to electrical appliances, boilers, drainage, plumbing, electrics, home security and pest control.

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 contract has been completed, you will be liable to pay the full cost of the repairs.

Scheduling

We will discuss the timing of your repair with you over the phone, through email or through any other communications 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 0845 077 4177. Please provide at least 24 hours' notice of your intention to reschedule. You may incur a small 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.

Your obligations

Please ensure that our approved engineer can easily access the property and the item that requires a 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 you do not own the property that the item is located in, you must obtain the property owner'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 property owner.

Please tell 24|7 Home Rescue 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.

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 home up to regulatory standards, such as powerflushes of plumbing systems, cleaning out of flues and vents for gas appliances, and improvements to safety earthing arrangements for electrical installations. You may incur additional charges for the cost of these repairs.

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.

Damages

We will take all reasonably practicable steps to avoid damaging your property 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. By agreeing to a repair, you accept that some slight property damage may be an inevitable consequence of the repair.

Privacy

24|7 Home Rescue takes 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 in-house, for one or all of the following reasons:

- a) To assist in staff training
- b) To maintain your health and 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 manage your membership, or any reward and loyalty schemes
- g) To contact you about our current services
- h) 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 are happy 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 write to 24|7 Home Rescue, 3 Petre Court, Petre Road, Clayton-le-Moors, BB5 5HY to request a copy of this information. We may charge a small handling fee for this information.

HOW TO ARRANGE EMERGENCY ASSISTANCE

1. Major emergencies which could result in serious injury to the public or damage to property should be immediately advised to the supply company and/or the public emergency services. The service contract does not provide cover for any repairs, damage or other loss resulting from gas leaks which occur outside the boundary of the **home**.

2. Before requesting **emergency assistance**, you should check that the circumstances are covered by your service contract. Remember this is not a maintenance service contract and does not cover routine maintenance in your **home**.

3. Where you have chosen to pay monthly, **call outs** will only be considered if your **monthly fee** has been paid from the **commencement date** of this service contract, up to and including the month in which the **emergency** occurred and there are no outstanding payment defaults.

4. 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. Calls may be recorded.

5. 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 repairs thereto, and any other circumstances preventing access to the **home** or otherwise making the provision of **emergency assistance** impossible.

6. The **helpline** and the **approved engineer** will have reasonable discretion as to when and how work is undertaken. This will be based on the details provided by **you** and any risk to the **approved engineer**. **We** may reserve the right to delay when work will be undertaken due to health and safety.

7. The **approved engineer** will charge all costs covered by the service contract directly to **us**. **You** will be asked to pay the cost of:

- a) Any **excess** applicable to the service contract;
- b) **Call out** costs if there is no one at the **home** when the **approved engineer** arrives;
- c) Work in **excess** of the **claim limit**;
- d) Fitting replacement parts or components of a superior specification to the original at **your** request.

PAY ON USE

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

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 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.

GENERAL EXCLUSIONS

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

1. Existing circumstances known to **you** prior to the **commencement date** of **your** service contract or incidents which occur within the **waiting period**;
2. Claims arising after the **home** has been left **unoccupied**;
3. Any wilful or negligent act or omission by **you** or any **third party**;
4. Events where on attendance it becomes clear that the **call out** is not an **emergency**;
5. General maintenance work or any system that has not been regularly maintained;
6. Loss of or damage arising out of disconnection from or interruption to the public supply of gas or water or electricity to **your home**;
7. Any amount that is recoverable upon the occurrence of an emergency at no expense to **you** under any guarantee, warranty, maintenance, and rental hire or lease agreement;
8. Any parts or item that may need to be replaced as a result of natural wear and tear;
9. 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;
10. Any loss howsoever arising unless it is specifically stated as being covered by the service contract, including but is not limited to, delays in sourcing spare parts by **us**;
11. Replacing lead, steel or iron pipes, rusting, corrosion, general wear and tear and/or gradual deterioration;
12. Replacement of bespoke or designer radiators or towel rails;
13. Any boiler or system that has not been serviced in the last 12 months, in line with manufacturer's recommendations or any system(s) not installed properly or in line with manufacturers guidelines. **We** may require proof of the service before any work is carried out;

14. Improvements including work that is needed to bring the protected system up to current standards;

15. **Homes** situated outside the UK mainland;

16. Claims directly or indirectly occasioned by, happening through or in consequence of pollution or contamination of any kind whatsoever;

17. 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;

18. 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;

19. Loss or damage to any **home**, or any resulting loss or expense or any legal liability directly or indirectly caused by, contribution to, 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 nuclear component of such assembly.

CONDITIONS

1. The rights given under this service contract cannot be transferred to anyone else.

2. **You** must give reasonable access to enable appropriate treatments to be carried out and follow advice from the **approved engineer** and / or the **helpline** in removing furniture if this is deemed necessary.

3. **We** may cancel this service contract immediately if **you** have acted in a false or fraudulent manner in order to gain cover under this service contract.

4. To improve the quality of the service provided, all calls to the **helpline** may be recorded.

5. **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.

APPLICABLE LAW

This service contract shall be governed by and construed in accordance with the Law of England and Wales, unless the protected **home** is located in Scotland, in which case the law of Scotland shall apply.

HOW TO CANCEL YOUR SERVICE CONTRACT

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

Where **your** service contract 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 contract will be cancelled immediately.

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

The maximum cancellation fee repayable is £120 and is applied for each 12-month period from your commencement date. This is for anyone that has made a claim, had a gas service or callout from **us** in any period.

Where **your** service contract is cancelled after the cancellation period and **you** have not made a claim, **your** service contract 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 contract. 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.

OUR RIGHT TO CHANGE THE COVER OR PRICE

You will receive 30 days' notice if we decide or need to change **your** service contract cover or the price of **your** service contract for any of the following reasons:

1. To make minor changes to your service contract wording that do not affect the nature of the cover and benefit provided, such as changes to make the service contract easier to understand.

2. 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 contract.

3. To reflect changes to taxation applicable to your service contract (including but not limited to Value Added Tax).

4. To reflect increases or reductions in the cost (or projected cost) of providing **your** cover, including but not limited to cost increases or reductions caused by changes to the number and cost or timing of claims

which **we** as part of **our** pricing service contract have assumed or projected will be made under this service contract.

5. To cover the cost of any changes to the cover / benefits provided under this service contract including but not limited to the removal of one or more service contract exclusion(s).

6. To cover the cost of changes to the systems, services or technology in support of this service contract.

We may make changes immediately and advise **you** within 30 days of the change having been made if the change is favourable to **you**.

YOUR CONTRACT

1. 24|7 Home Rescue will arrange and administer **your** service contract. If **you** need to contact 24|7 Home Rescue regarding **your** contract, please phone the customer services number or write to the registered address.

2. 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**.

3. 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** 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 contract, **you** may do so and **we** will follow the procedure as outlined under the section labelled '*How to Cancel Your Service Contract*'.

4. 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 contract, to confirm the details of the new underwriter and give **you** details of any changes to the terms and conditions of **your** service contract. **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 contract 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.

5. 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 contract 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.

CUSTOMER SERVICE AND COMPLAINTS

The aim of 24|7 Home Rescue is to provide **you** with a first class service at all times.

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.

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

The Providers are committed to maintaining a high standard of professional conduct in all dealing with customers. If you have a query or complaint, you should contact the Providers and we will respond to your complaint within 8 weeks.

It is the intention to give **you** the best possible service, but if **you** do have any questions or concerns about this service contract or the handling of a claim, **you** should follow the Complaints Procedure below:

COMPLAINTS PROCEDURE

To make a complaint, please contact:

24|7 Home Rescue
3 Petre Road
Clayton Le Moors Lancashire,
BB5 5HY
Tel: **0845 077 4177**

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.

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 contract and handling claims, if any, which may necessitate providing such information to third parties.

We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

24|7 HOME
RESCUE

**24|7 HOME RESCUE DOMESTIC APPLIANCES
SERVICE CONTRACT
TERMS AND CONDITIONS**



INTRODUCTION

This service contract 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 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.

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

UNDERSTANDING YOUR SERVICE CONTRACT

This Service Contract is designed to offer you peace of mind against unexpected expenses arising from the use of your appliance. Please read this Service Contract carefully and make sure you understand it fully and are willing to comply with its terms and conditions in order that you can achieve maximum benefit from it. Whilst we will always try to be fair and reasonable in our operation of the scheme, please take care to follow the rules properly, as a failure to do so may jeopardise the payment of any claims and could lead to your Service Contract becoming void.

MAINTAINING PROTECTION UNDER YOUR SERVICE CONTRACT

You may pay for your Service Contract on an annual or monthly basis. If you have elected to pay your fees by monthly Direct Debit, we will collect your monthly fee for this Service Contract 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 Contract wording for the month in which the monthly fee has been collected.

This Service Contract commences on the date shown on your Contract Schedule and continues by periods of one

month upon receipt of your monthly or annual fee payment. If you have elected to pay your fees by monthly or annual Direct Debit, this Service Contract does not have a specified end date and cover will continue until either you or we cancel the Service Contract. However, should you fail to make a payment in any month, we will notify you and your cover will cease 30 days from the date the last monthly fee payment was received by us.

Your Service Contract will automatically renew following receipt of your payment for the period of protection as defined in your Contract Schedule.

DEFINITIONS

Appliance means the electric, electrical and gas appliances to be used in domestic locations or approved commercial locations that are fully identified in the Contract Schedule;

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;

Commencement Date - means the start of the service contract as shown in the **schedule**.

Contract Schedule means the written confirmation you received from the Providers confirming your details and the details of the appliance that is the subject of this Service Contract;

Cooling Off Period - In respect of all sections of the Service Contract, no claim can be made for any event that occurs within 30 days of the **commencement date** of this Service Contract as shown in the Contract Schedule;

Event means mechanical electrical breakdown that generates a claim under this Service Contract;

Inception date - means the date on which your service contract began.

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;

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 Contract;

Period of Protection - The duration period noted on your Contract Schedule, either monthly or annual as determined by you depending on your preference for payment;

Territorial Limits shall mean Great Britain, Northern Ireland, subject to any repairs being carried out in the UK by repairers approved by us;

We/Us/Our means the Providers;

You/Your means the owner of the appliance named on the Contract Schedule.

THE SERVICE

Subject to the Conditions, Exclusions, Limitations and Claims Procedure, the Providers agree that in the case of an event outside your manufacturer's guarantee period and within the territorial limits during the Contract Term, we shall, at our absolute sole discretion, pay for the cost of repair by the approved repairer when authorised by us. Subject to our absolute sole discretion, our maximum liability in respect of any one claim relating to an event will be the replacement cost of the appliance subject to any betterment as per the terms of this Service Contract.

Any benefit provided by the Providers under this Service Contract 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 in the absolute discretion of the Providers.

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

GENERAL CONDITIONS

1. Claims Notifications & Requirements

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

- a) within 24 hours of the occurrence of the event, notify the Providers through our customer service helpline on 0845 0774177, Monday to Friday 10am 5pm (excluding bank holidays); and
- b) where requested to do so, notify us in writing and submit a claim form.

You must also ensure:

- a. you hold the appliance or parts thereof available for inspection for 30 days following the submission of a claim; and
- b. 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 furnish all such documents, explanations and other evidence as may be reasonably required by the Providers; and
- c. at our sole discretion, we may ask you to provide a proof of purchase, such as a purchase receipt which includes

date of purchase, from the retailer of the covered appliance.

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

2. Appliance replaced under this Service Contract

Should your covered appliance be replaced by you during the Contract 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 Contract.

3. 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.

4. 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 Contract unless you have duly complied with all of the terms and conditions contained in this Service Contract.

5. Fraud

You must not act in a fraudulent manner. If you, or anyone acting for you, makes a claim under the Service Contract 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 as a result of a wilful act or with your connivance, then the Providers:

- i. will not pay the claim and will not pay any other claim which has been or will be made in connection with the declared appliance or piece of appliance; and
- ii. will be entitled to recover the amount paid under the Service Contract relating to the specific declared piece of appliance since inception; and
- iii. may inform the police of the circumstances.

6. Legal and Governing Law

This Service Contract 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 Contract 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.

7. 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 if it transpires that the appliances has not been maintained with the manufacturer's guidelines.

CLAIMS COVERED

The providers, at their absolute sole discretion, will cover the following:

- Any domestic appliance you chose to cover in your membership. The Providers or their representatives, at the Providers' absolute sole discretion, will contribute 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.
- You are entitled to call our claims line to receive help and assistance if a domestic appliance stops working.
- If your appliance suffers an electrical or mechanical breakdown and the Providers are not able to resolve the problem, we will, at our absolute sole discretion, decide to either approve a repair or to pay part or all of the cost of replacing your equipment, subject to our terms and conditions.

Please Note: We may ask for a £70 pre-inspection report if we deem that there may be a pre-existing fault to the appliance.

EXCLUSIONS

As described above, we very much hope that your Service Contract will give you peace of mind through protection against the cost of repairs for its full duration, but obviously some things are not covered:

1. Inherent defects, wear and tear, etc.

Damage to or destruction of the appliance caused by:

- 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;
- 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;

- 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.

2. Other issues

The following are not covered by the Service Contract:

- repair costs and charges where a fault cannot be found with the appliance or when the appliance is used in unapproved commercial locations. Such approval may be obtained in advance of use from the Providers;
- an appliance that does not meet the current electrical regulations in force at the time of purchase or faults relating to the installation of the appliance;
- work, which relates to a manufacturer recall or routine maintenance of the appliance, supplies or service in your home;
- accidental damage or cosmetic repairs;
- claims arising from the interruption, failure or disconnection of public services to your home (including water, electricity or gas supply) however caused or from gas leaks;
- total loss of use of the appliance due solely to the non-availability of replacement or substitute parts, in which case the Providers shall, at their absolute discretion, offer a settlement based on the depreciated value subject to betterment of the appliance and the estimated cost of repairs had the parts been available;
- if you request any additional work, or replacement parts or components of a superior specification are fitted, you will be responsible for any additional costs; the VAT element of any claim where you are VAT registered.

3. Intentional acts

You will understand that you are expected to take all reasonable precautions when using, carrying or storing your appliance. This Service Contract does not cover any event occurring as a result of Intentional acts, wilful neglect, intentional or reckless overloading of, or the imposition of any abnormal conditions on, the appliance.

4. War Risk and Terrorism

- Subject to the exclusions of this Clause 4 herein, an event occurring as a result of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority;
- damage or destruction caused by, contributing to, or arising from an act of terrorism.

5. Nuclear risk and Sonic Boom

Damage or destruction caused by, contributed to or arising from:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof; or
- c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

6. Consequential loss

Any consequential loss or damage arising from the event or from any cause whatsoever.

Consequential loss shall include, but not be limited to, any financial loss or the cost of business interruption arising from the loss of use of the appliance, or the loss of information contained in or stored on the appliance, any time and cost involved in reinstating such information, and any liability to any third party for delay or non-performance of any contract with the third party.

Consequential loss shall also include loss of use of any item of appliance (not itself subject to an event) due to its incompatibility with any item of appliance repaired or replaced pursuant to this Service Agreement.

7. Use by others

An event occurring whilst the appliance is in the custody of a third party. In this exclusion, third party means anyone other than you or a member of your immediate family normally resident at the address shown in the Contract Schedule.

8. Guarantees

Any amount that is recoverable upon the occurrence of an event at no expense to you under any guarantee, warranty, maintenance, and rental hire or lease agreement.

9. Older Appliances

If the appliance listed in your Contract Schedule is over 5 years old then you will be asked to pay a mandatory £75.00 excess.

10. Contributions

At our absolute sole discretion, if we are unable to repair your appliance, we may offer a contribution towards a replacement. This will only apply to customers who have made at least 6 payments on the plan.

You will be responsible for disposing of the original equipment and you may also be required to pay for the delivery and installation charges.

COOLING OFF PERIOD AND CANCELLATIONS

We sincerely hope that you are more than happy with the support that this Service Contract provides. However, if after reading this Service Contract, it does not meet your requirements, please return it to 24|7 Home Rescue, c/o the Providers within fourteen (14) days of issue and we will refund your fees in full. No refund of

fees will be considered if a claim has been made under your contract.

You may not make any claims under this Service Contract until after the first thirty (30) days have passed from your **commencement date**.

Where your Service Contract 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 Contract will be cancelled immediately. 24|7 Home Rescue will not process any claims after you have given us the mandatory notice of cancellation. The maximum cancellation fee repayable will £120 and is applied for each 12-month period from your commencement date. This fee is for anyone that has made a claim, had a service or callout from us in any period.

CUSTOMER SERVICE AND COMPLAINTS

The aim of 24|7 Home Rescue is to provide **you** with a first class service at all times.

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.

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

The Providers are committed to maintaining a high standard of professional conduct in all dealing with customers. If you have a query or complaint, you should contact the Providers and we will respond to your complaint within 8 weeks.

It is the intention to give you the best possible service, but if you do have any questions or concerns about this service contract or the handling of a claim, you should follow the Complaints Procedure below:

COMPLAINTS PROCEDURE

To make a complaint, please contact:

24|7 Home Rescue
3 Petre Road
Clayton Le Moors Lancashire,
BB5 5HY
Tel: **0845 077 4177**

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.

DATA PROTECTION ACT

Details of you and your Service Contract 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.