

24 | 7 HOME RESCUE™



24|7 HOME RESCUE
BOILER TERMS & CONDITIONS



INTRODUCTION

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

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

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

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

Except where particular exclusions are made clear (specifically section 18 Gas Appliance and Boiler Cover Service), at their absolute sole discretion, the Service Providers will give the benefit described in this Service agreement for the agreement Term and for any subsequent period that the Service Providers and you may agree. This Service agreement will not be in force unless you have paid all amounts due for the Service agreement (this may be payment in advance or a direct debit facility) agreed by an authorised representative of the Service Providers, and confirmation has been sent to you with the Service agreement. The Service agreement contains details of the service cover purchased, and the terms and conditions applicable.

1. DEFINITIONS

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

Administrator - refers to a representative of 24|7 Home Rescue, who will handle any queries relating to **your** service agreement / service agreement amendments and to whom **you** should report details of any claim.

Approved Engineer - means a qualified person (Gas Safe Registered) approved and instructed by the **helpline** to undertake **emergency** work.

Assistance - means the reasonable efforts made by the **approved engineer** during a visit to your home to complete a temporary repair to limit or prevent damage, or if at a similar expense, the cost of completing a permanent repair in respect of the cover provided.

Authorised Representative - means a person appointed by **you** to deal with **your** service agreement on **your** behalf. If **you** wish to appoint a person to do this, you must notify 24|7 Home Rescue in writing.

Beyond Economical Repair – means in the opinion of **our technical team** based on all the circumstances presented, the cost of repair is 60% or more than the manufacturer's current recommended retail price. **Please note the cost of repair includes all parts inclusive of any VAT payable and labour costs.** In the event that **your domestic boiler** is declared **beyond economical repair** and is under 7 years old, **we** will, at our absolute sole discretion, make a maximum contribution of £200 towards replacing it.

Breakdown - means a sudden and unforeseen mechanical or electrical malfunction which results in the particular unit not working **completely** (i.e. no heating or hot water is available).

Call Out - means a request for **emergency assistance**, even if the request is subsequently cancelled.

Claims Limit – There is no claims value limit applicable. You can claim as many times as you like as long as your boiler or claim is not assessed to be Beyond Economical Repair (BER).

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

Cosmetic Damage – damage that affects the appearance but not the function of the appliance, including but not limited to; marks, dents and scratches.

Domestic Boiler - means the central heating boiler contained within and supplying **your home** that is powered by natural gas. **We** will not cover any boiler that has an output in excess of 60kw/hr.

Domestic Central Heating System - means the **domestic boiler** and the central heating system within **your home** that is powered by natural gas,

Emergency - means a sudden and unexpected event which, if not dealt with quickly, would in the reasonable opinion of the **helpline**:

- a) render the **home** unsafe
- b) cause excessive damage to the **home**
- c) cause significant personal risk to **you**
- d) cause a significant health and safety risk

Excess - means the first amount of each claim, payable by **you** to the **helpline** before the **approved engineer** will attend. This payment will be taken by the **helpline** before **assistance** is provided. Payment can be made by way of credit or debit card.

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

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

Intermittent fault – means a problem that has been identified but is not consistent. If the problem ceases on inspection by the engineer any further reporting of this same issue will be deemed to be intermittent. In such situations an excess fee is applicable.

Manufacturer Repairs - This is a service provided outside of the service agreement between the Service Provider and Customer. This service is without obligation. All costs (both labour and parts) are the responsibility of the customer who authorises a manufacturer's repair.

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

Reference number – used to locate your details for your membership. This is located on your service agreement.

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

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

Service – means an inspection of a gas appliance to ensure it is safe and working correctly.

Territorial Limits shall mean Great Britain, excluding Northern Ireland and all Isles, subject to any repairs being carried out in the UK by repairers approved by us.

Third party - means any party other than contractors working on behalf of the **Service Providers**.

Unoccupied - means where no one has been resident in the **home** for a period exceeding 30 consecutive days.

We, Us, Our – means the Service **Providers**.

You, Your - means the person who applied for this service agreement and is named on the **schedule** as the service agreement holder.

2. MAINTAINING PROTECTION UNDER YOUR SERVICE AGREEMENT

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

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

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

3. WHAT IS COVERED

For the avoidance of doubt, this is an agreement for the provision of specific services supplied at

our absolute sole discretion. **This is not a contract of insurance, a guarantee or an insurance policy.**

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

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

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

4. EXCLUSIONS

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

- a) Any claim not falling within your service agreement.
- b) **Homes** situated outside the UK mainland, excluding all Isles and Northern Ireland.

- c) Events where on attendance it becomes clear that the **call out** is not an **emergency**.
- d) Any claim arising out of circumstances known to you before your service agreement commencement date.
- e) Any costs/activities in excess of the claims limit or any specified limit subject to your service agreement.
- f) Improvements including work that is needed to bring the protected system up to current standards.
- g) Any amount that is recoverable upon the occurrence of an emergency at no significant expense to **you** under any guarantee, warranty, maintenance, and rental hire or lease agreement.
- h) Any losses caused by any delay in obtaining spare parts.
- i) Any claim resulting from defective installation / failure to properly service in accordance with manufacturers guidelines or are subject to manufacturers recall.
- j) Any boiler or system that has not been serviced in the last 12 months, in line with manufacturer's and/or Gas Safe recommendations, or any system(s) not installed properly or in line with manufacturers guidelines. **We will** require proof of the service before any work is carried out.
- k) Any design defect or any repair that is rendered, in **our** opinion, either difficult or impossible due to problems with the access needed to facilitate the repair. This includes the full drain-down of a central heating system.
- l) Replacement of bespoke or designer radiators or towel rails.
- m) Replacing lead, steel or iron pipes, rusting, corrosion, general wear and tear and/or gradual deterioration.
- n) Cosmetic damage - damage that just affects the appearance but not the function of the covered appliance, including but not restricted to; scratches, dents, chips or minor damage.
- o) Any damage caused by the **approved engineer** in gaining access to the home due to the failure of the locks or removing an appliance or any equipment from its operation position in order to affect an **emergency** repair.
- p) Any claim where a repair/ replacement is only necessary due to changes in legislation/health and safety guidelines.
- q) Accidental or deliberate damage. The Service Providers will use their expert judgement, including their engineers' recommendations, to determine how the damage was sustained.
- r) Any defect, damage or breakdown caused by malicious or wilful action, negligence, misuse or third party interference, including any attempted repair or modification to the elements covered by this service agreement, which does not comply with British Standards;
- s) The costs of any work carried out by you or persons not authorised by us in advance;
- t) Any parts not supplied and chosen by us. Subject to any applicable regulations, our engineer can fit an alternative part (that complies with British Standards) supplied by you at the time of the visit (e.g. a switch or tap) however this part will not be guaranteed. Our engineer will not fit alternative parts supplied by you where the claim relates to the gas supply or the central heating system;
- u) Normal day-to-day maintenance of the items covered by your service agreement at your property, for which you are responsible;
- v) Any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present;
- w) Any loss in the event of damage occurring where the property has remained

unoccupied for 30 or more consecutive days;

- x) Any loss arising from subsidence, heave of the site or landslip caused by: - bedding down of new structures; - demolition or structural repairs or alterations to the property; - faulty workmanship or the use of defective materials; - river or coastal erosion;
- y) Any loss or damage arising as a consequence of: - war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component; - any defect, loss or damage occasioned by fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes, unless the consequences of any of these are expressly stated to be included elsewhere;
- z) Loss, damage or indirect costs arising as a result of disconnection from or interruption to the gas, electricity or water mains services to the property, for example a power cut to your neighbourhood;

5. 14 DAY COOLING OFF PERIOD

Every Service Agreement purchased is subject to a 14 days 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 £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. COVER TYPES PROVIDED

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

7. EMERGENCY BOILER BREAKDOWN COVER

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

8. WE DO NOT COVER

- a) Any claim which is not an emergency.
- b) Any claim not amounting to a breakdown.
- c) The cold water system including its feed and outlet.
- d) **Your** water supply from the hot water cylinder to **your** taps.
- e) Any non-gas appliances, (including but not limited to ; Elson tanks, oil boilers, separate gas heaters supplying hot water, LPG boilers and dual- purpose boilers such as AGA and Rayburn).
- f) Maintenance or replacement of fan convactor heaters or heated towel rails or underfloor heating.

- g) Corrosion or any work arising from hard water scale deposits.
- h) Removal of sludge or hard water scale from the protected system.
- i) Any gas fired appliance whose primary purpose is other than heating, for example a domestic cooker or lighting system.
- j) Solar powered panels or ground air and water source pumps.
- k) Repairs when we deem the boiler to be **beyond economic repair**.
- l) Repairs to boilers that have not been serviced in the last 12 months prior to the commencement of the service agreement (or evidence of the service has not been provided).
- m) Flues from gas appliances.
- n) Frozen pipes.
- o) Powermax, Ideal Mexico, Keston, back boilers and unvented boilers.
- p) Faults deemed intermittent or recurring and pre-existing.
- q) Thermostats, timers and associated controls deemed either external or an accessory to the primary boiler unit. (Please note any thermostat or control not located within the boiler unit is not covered).
- r) Pressure issues. (A pay on use service can be provided that requires a £75 payment for an engineer to attend to re-pressurise your boiler).
- s) Any investigative work, where the incident which caused you to claim has already been resolved;
- t) Claims directly or indirectly occasioned by, happening through or in consequence of, pollution or contamination of any kind whatsoever.
- u) The following are not covered: i. pumps including; sewerage pumps, drainage pumps, shower pumps, any associated

electrics or valves, ii water softeners, iii waste disposal units, macerators iv air conditioning units; v unvented hot water cylinders or their controls; vi cesspits, septic tanks and any outflow pipes; vii vacuum drainage systems; viii swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps; ix ground, air and water source heat pump systems x power generation systems and their associated pipework, pumps, panels and controls including: solar panels and/or wind turbines; combined heat and power systems (systems that generate electricity and heat at the same time).

- v) Parking costs paid by you to allow the engineer to park outside your home or vicinity of your home.

9. CLAIM LIMIT

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

10. DOMESTIC CENTRAL HEATING SYSTEM

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

11. CLAIMS COVERED INCLUDE:

- a) Breakdown that results in a loss of heating and hot water including a fault with the valves, internal thermostatic controls (located within the boiler) and /or expansion tank
- b) Breakdown of the central heating system
- c) Heat exchanger

- d) Manufacturer-fitted components
- e) Interconnecting pipework
- f) Pump, motorised valves, pipe work, feed and expansion tank
- g) Parts, labour and call-out charges

12. WE DO NOT COVER:

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

13. CLAIM LIMIT

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

14. 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.

15. CLAIMS COVERED INCLUDE;

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

16. WE DO NOT COVER;

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

17. CLAIM LIMIT:

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

18. GAS APPLIANCE & BOILER COVER SERVICE

Provided you have paid your contract fees, we will guarantee that **our** engineers will conduct one annual service, safety and operational check in any 12 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 date of your service agreement and will be arranged automatically. If you are within the first 8 months of your service agreement and you require an earlier service, this can be arranged by bringing forward your payments to the amount of £60. Payment of the £60 will subsequently reduce your monthly direct debit.

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

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

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

19. GENERAL CONDITIONS AND ADVICE

General Conditions

- a) The rights provided under this service agreement cannot be transferred to anyone else.
- b) **You** must give reasonable access to enable appropriate work to be carried out including following any advice from the **approved engineer** and / or the **helpline** in removing furniture if this is deemed necessary.
- c) **We will** cancel this service agreement immediately if **you** have provided inaccurate or misleading information or acted in a false or fraudulent manner in order to gain cover under this service agreement.

- d) To improve the quality of the service some calls to the **helpline** may be recorded.
- e) **You** must take reasonable care and maintain the **home** and its equipment in good order and take all reasonable precautions to prevent loss or damage. Any **negligent or careless act** could invalidate your claim.
- f) Any aggression or inappropriate behaviour towards our instructed engineer will mean the service agreement is immediately terminated.

20. 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.

21. YOUR OBLIGATIONS

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

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

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

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

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

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

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

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

22. 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.

23. 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 effected or not.**

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

a) **Mandatory excess.**

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

b) **Boiler aged over 11 years**

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

c) **Appliance aged over 5 years**

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

24. SECURITY PAYMENT

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

25. ONE OF REPAIRS & PAY ON USE

Should an **emergency** arise that is **not covered** under **your** service agreement we can arrange for an **approved engineer** to attend **your home** and effect any repair that is required. You will be

responsible for all costs involved. The use of this service does not constitute a claim under **your** service agreement.

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

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

26. MANUFACTURERS REPAIRS.

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

The engineer may or may not use additional parts on their attendance, but whilst on site they will provide an effective repair. They will thoroughly test the boiler and provide a minimum 14 days warranty. As such if there is a subsequent breakdown within this time, they will revisit and effect any repair without additional cost.

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

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

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

Manufacturer's repairs exclude the following:

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

27. REPLACEMENT OF PARTS OR COMPONENTS

At **our absolute sole** discretion, **we** reserve the right to use replacement parts supplied from third parties in addition to those parts that may be sourced from the manufacturer or their approved distributors. **We** are not responsible for any loss, damage or inconvenience resulting from a delay in obtaining or receiving delivery from the relevant supplier of any spare parts.

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

Obsolete parts:

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

than 28 days to source, we will not be able to complete your repair.

28. 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.

29. 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

30. 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 in-house for one or all of the following reasons:

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

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

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

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

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

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

31. HOW TO ARRANGE EMERGENCY ASSISTANCE

- a) Emergencies which could result in serious injury to the public or damage to property should be immediately advised to the Service

Provider and/or the public emergency services. The service agreement does not provide cover for any repairs, damage or other loss resulting from gas leaks which occur outside the boundary of the **home**.

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

- f) The **helpline** and the **approved engineer** will have reasonable discretion as to when and how work is undertaken. This will be based on a detailed risk assessment. **We** reserve the

right to delay or cancel repairs deemed a health & safety risk.

- g) The **approved engineer** will charge all costs covered by the service agreement directly to **us**. Under no circumstances must any payment be made direct. **You** will be asked to pay the cost of:
 - i) Any **excess** applicable to the service agreement;
 - ii) **Aborted Call out** costs if there is no one at the property when the **approved engineer attends**.
 - iii) Fitting replacement parts or components of a superior specification to the original at **your** request or our engineer's recommendations.

32. 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.

33. COOLING OFF PERIODS AND CANCELLATIONS

We hope **you** are satisfied with the cover this service agreement provides. If this service agreement does not meet with **your** requirements please write to 24|7 Home Rescue within 14 days of issue and **we** will cancel the agreement. Please note, only **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 a claim **you** will receive a refund of any fee **you** have paid to **us**.
- b) Where **your** service agreement is cancelled either within or after the cancellation period and **you** have made a claim **your** fee will **not** be refunded.
- c) Where you have paid by way of a single payment providing cover for 12 months and have not made any claim, if you cancel within the cancellation period your fee will be refunded in full. If you cancel outside the cancellation period and have not made a claim you will be subject to a cancellation fee. The cancellation fee repayable is £120 excluding VAT and is applied pro rata for each month of cover. This means that the relevant monthly cost of cover will be deducted from any fee returned to you.
- d) In any event **you** will need to pay for any non-protected service that **you may** have received.

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

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

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

- a) To make minor changes to the wording in your service agreement that do not affect the nature of the cover and benefit provided, such as changes to make the service agreement easier to understand.
 - b) To reflect changes in the law, (including any decision relating to any code of practice or industry guidance) affecting **us** or **your** service agreement.
 - c) To reflect changes to taxation applicable to your service agreement (including but not limited to Value Added Tax).
 - d) To reflect increases or reductions in the actual or projected costs of providing **your** cover, including but not limited to cost increases or reductions caused by changes to the number, costs or timing of claims which **we** as part of **our** pricing service agreement have assumed or projected will be made under this service agreement.
 - e) To cover the cost of any changes to the cover / benefits provided under this service agreement including but not limited to the removal of one or more service agreement exclusion(s).
 - f) To cover the cost of changes to the systems, services or technology in support of this service agreement.
 - g) At our absolute sole discretion, we retain the right to immediately and completely cancel or terminate this agreement without prior notice or due cause at any time.
- 35. YOUR AGREEMENT**
- a) You hereby authorise 24|7 Home Rescue to transfer data for the purposes set out above, including data defined as 'sensitive personal data' under the Data Protection Act 1998 and consent to the new arranger/administrator being able to offer continuation of service. If at any time you wish to withdraw your agreement, please let 24|7 Home Rescue know by writing to the registered address.
 - b) 24|7 Home Rescue will arrange and administer **your** service agreement. If **you** need to contact 24|7 Home Rescue regarding **your agreement**, please phone the customer services number or write to the registered address.
 - c) 24|7 Home Rescue will collect the fee in accordance with your instructions. Any monies relating to the services that are held by **us** (including fees collected by **us**, fees to be refunded to **you** and claims monies) shall be held by **us**.
 - d) 24|7 Home Rescue can amend these terms and conditions for legal reasons. Where this change benefits **you**, **we** will make the change immediately and notify **you** within 30 days. In all other cases **we** will write to advise **you** of the change at least 30 days prior to the change taking effect. If the changes do not benefit **you** and **you** wish to cancel **your** service agreement, **you** may do so and **we** will follow the procedure as outlined under the paragraph headed Cooling off Periods (**Para 6 above**).
 - e) 24|7 Home Rescue will notify you if in the future it enters into an agreement with a new underwriter(s) for all or part of **your** service agreement, to confirm the details of the new underwriter and give **you** details of any changes to the terms and conditions of **your** service agreement. **You** hereby authorise 24|7 Home Rescue to transfer any personal data to a new underwriter, including data defined as 'sensitive personal data' under the Data Protection Act 1998, and consent to the new underwriter being able to offer continuation of the service agreement to **you**. If at any time **you** wish to withdraw your agreement to this, please let 24|7 Home Rescue know by writing to the registered address.
 - f) 24|7 Home Rescue will notify you if in the future it transfers in full or in part the arranging

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

36. CUSTOMER SERVICE AND COMPLAINTS

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

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

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

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

To make a complaint, please contact:

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

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

37. 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. Our service plan is outside of the FCA's remit, as it is a service plan.**

38. 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.

39. DATA PROTECTION ACT 1998

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

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

USEFUL CONTACTS

Online Portal:

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

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

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