

BOILER COVER

Terms and Conditions 2019

Terms & Conditions

BOILER TERMS AND 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: Floor 2, 9 Portland St, Manchester M1 3BE the "Service Providers").

24|7 Home Rescue is a specialist provider of **Emergency Boiler Breakdown** cover, Boiler Servicing, **Home Emergency** and Appliance Cover membership service plans. It has an in-house gas engineer department as well as access to over 3,000 Gas-Safe registered engineers and other qualified contractors. It operates throughout the UK.

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

Please read these Terms & Conditions carefully. This document forms the basis of **your** agreement with us. It is important **you** understand exactly the extent of cover provided in the service agreement purchased. 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 **Exclusions** are made clear (specifically section 19 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 (BER) – 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. The cost of repair includes all parts inclusive of any VAT payable and labour costs together with depreciation being applied at the rate of 10% per annum. See example of BER in the table below

Boiler Type	Vaillant Eco-TEC Plus 938
Purchase Value	RRP £2,521.00
Age	5
Current Market Value	£1488.63
Cost of Repair	£350.00
BER Limit	£893.18
Outcome	Repair Authorised

24|7 StayWarm - In the event that **your** boiler is deemed BER **your** details will be passed to our StayWarm department. This department will assist **you** in the purchase of a brand-new boiler either by way of a one-off payment or a purchase plan.

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,

Drain Down Partial / Full – means the de pressurising or draining down of the boiler/central heating system prior to the commencement of any work.

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

- render the **home** unsafe
- cause excessive damage to the **home**
- cause significant personal risk to **you**
- 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.

FREE TRIAL PROMOTION

Free trial eligibility is determined by **24|7 Home Rescue** at its sole discretion and we may limit eligibility to prevent free trial abuse. We reserve the right to revoke the free trial and put **your** account on hold in the event that we determine that **you** are not eligible. We may use information such as device ID, method of payment or an account email address used with an existing or recent membership to determine eligibility. For combinations with other offers, restrictions may apply. We will charge **your** Payment Method for **your** monthly membership fee at the end of the free trial period unless **you** cancel **your** membership prior to the end of the free trial period. To view the monthly membership price and end date of **your** free trial period, visit our website and click the "MY ACCOUNT" link and click "SERVICE CONTRACT"

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 /permanent (i.e. resulting in the boiler working on occasions). If the problem ceases on inspection by the engineer any further reporting of this same issue will be deemed to be intermittent.

If the fault is deemed intermittent the claim will be declined.

In these circumstances we can offer a Pay on Use Service.

(See below).

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.

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

Period of Protection - The duration period noted on **your 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.

Security Payment - This represents a discretionary payment which is payable at the time a claim is reported. This payment arises where there is uncertainty as to whether the claim is covered. The security payment is a fixed payment of £75. If following the diagnosis, the engineer confirms that the fault is one that is covered this payment will be reimbursed. If the engineer confirms the fault is not covered there will be no reimbursement of this fee. If this payment is not paid there is a discretion to decline **your** claim.

Service – 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. Please note we do not replace complete boiler units if they are unrepairable or Beyond Economic Repair.

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**. 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.
- c) Endeavour to affect 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 (Confirmation of service will only be accepted on production of a valid service document).
- 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 ALL radiators, towel rails etc.
- 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. Accidental or deliberate damage. The Service Providers will use their expert judgement, including their engineers' recommendations, to determine how the damage was sustained.
- q) Any defect, damage or **Breakdown** caused by malicious or willful action, negligence, misuse or third-party interference, including any attempted repair or modification to the elements covered by this service agreement, which does not comply with British Standards;
- r) The costs of any work carried out by **you** or persons not authorised by us in advance;
- s) 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;
- t) Normal day-to-day maintenance of the items covered by **your** service agreement at **your** property, for which **you** are responsible;
- u) Any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present;
- v) Any loss in the event of damage occurring where the property has remained unoccupied for 30 or more consecutive days;
- w) 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;
- x) 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;
- y) 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-day cooling off period. This allows the Service Provider and the Customer to cancel the service agreement without penalty. Please note that any claim submitted within this 14-day period will be subject to a mandatory £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. In such circumstances a Pay on Use Service is available.

The 14-day cooling off period commences from the date of inception of the claim or receipt of agreement whichever is sooner.

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 being economically viable. The amount we will pay in respect of any one claim shall not exceed costs which result in the repair being beyond economical repair. **You** are responsible for any additional costs of repair where the claim exceeds the repair costs being economically viable.

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 convector heaters or heated towel rails or underfloor heating.
- g) Corrosion or any work arising from hard water scale deposits.
- h) Removal of sludge or hard water scale from the protected system.
- i) Any gas fired appliance whose primary purpose is other than heating, for example a domestic cooker or lighting system.
- j) Solar powered panels or ground air and water source pumps.
- k) Repairs when we deem the boiler to be beyond economic repair. (See an illustration of the BER formula on page 1).
- 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). Any repair agreed without the production of service documents will be subject to a £75 **Excess** refundable when the documents have been produced and confirmed as correct.
- m) Flues from gas appliances.
- n) Frozen pipes.
- o) Powermax, Ideal Mexico, Keston boilers.
- p) Faults deemed intermittent, or 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: Pressure issues which require re-pressurising of the boiler unit will not be deemed to be a **Breakdown** unless the unit requires repressurising 5 times or more in any 24-hour period. (A pay on use service can be provided that requires a £75 payment for an engineer to attend to repressurise **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
 - iv. cesspits septic tanks and any outflow pipes
 - v. vacuum drainage systems
 - vi. swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps
 - vii. ground, air and water source heat pump systems
 - viii. 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**.
- w) Flues, vents or other appliance used for conveying exhaust gases from the boiler to the outdoors are not covered.
- x) Drain downs Full or Partial which have been recommended prior to the commencement of any work are not covered.

9. CLAIM LIMIT

There is no claims value limit as long as **your** boiler is not **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, 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 convactor 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) The repair or replacement of any part which has ceased to function due to a blockage caused by sludge or hard water scale/deposits
- f) 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. 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 (this will be a Gas Safe recommended service not a manufacturer's service) 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/CP12 Landlord Certificate, 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. Please note on occasion the cost of a service CP /12 may exceed £60. This can include situations where due to the location of **your home**. The cost of any service CP/12 is increased.

If **your** boiler requires remedial work any subsequent boiler examination for the purposes of a CP12 certificate following completion of said work will be subject to a further fee of at least £60.

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. Remedial work following a service is not covered under **your** service agreement. 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.

15. 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. Recordings are retained for 7 days only.
- 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.

16. 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 of £30 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**.

17. YOUR OBLIGATIONS

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

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

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

Our **Approved Engineers** will confirm a time slot for attendance. If entry cannot be obtained our engineer will obtain confirmation of his attendance and will leave. This will be classed as an abortive visit and will incur a £30 abortive fee.

We cannot guarantee the availability of a specific time as this is an **Emergency** service agreement. If **your** method of payment is direct debit, the £30 abortive fee will be debited from **your** account prior to any re-booking.

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

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

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

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

18. 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.

19. EXCESS PAYMENTS

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

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

- a) **Mandatory Excess:**
Your service agreement may have been purchased with an **Excess** which reduced the amount of the premium payable. This is a mandatory **Excess** and will need to be paid prior to any claim
- b) Boiler aged over 11 years:
Any boiler aged 11 years or over will be subject to a £75 mandatory **Excess**.
- c) Appliance aged over 5 years: Any domestic appliance aged over 5 years will be subject to a £75 mandatory **Excess**.

20. SECURITY PAYMENT

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

21. ONE -OFF REPAIRS & PAY ON USE

Should a **Breakdown** 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 £95 payment will be taken prior to deployment and all subsequent charges must be paid in full by **you**. Please note the initial £95 payment represents the cost of the engineer's first attendance. All subsequent costings including parts and labour are the responsibility of the customer.

22. 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 predetermined view. Please note we do not accept any liability arising from a difference of opinion between the appointed engineers.

In order for a manufacturer 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 or GAS Safe 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.

23. 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.

We will not install parts unless they have been sourced from the manufacturer or a supplier approved by us.

24. 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 willful negligence. By agreeing to a repair, **you** accept that some property damage may be an inevitable consequence.

25. 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

26. 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 will be retained for a period of 6 years and may be used for one or all of the following reasons:

- a) To manage **your** membership or any reward or loyalty schemes.
- b) To protect **your** health or safety.
- c) To offer **you** information and advice about our services.
- d) To offer **you** discounts and billing information.

- e) To improve our operations.
- f) To assist in staff training.
- g) As part of regulatory or legal requirements (this includes a valid request from regulatory authorities including the police, HM Revenue, a court order etc. Please note this list is not exhaustive).
- h) To deal with any outstanding debt accrued to the Service Provider.

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

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

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

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

Please write to the Data Protection Officer at **24|7 Home Rescue**, Parkhill Business Centre, Padiham Road, Burnley, BB12 6TG. We may in certain circumstances charge a small handling fee for this information.

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

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

DEBT COLLECTION

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

27. 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. Failure to report a claim within 24 hours will be deemed not to be an **Emergency**.
- 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.

28. 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.

29. 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. **You** should write to The Retentions Manager **24|7 Home Rescue** Parkhill Business Centre Padiham Road, Burnley, BB12 6TG. 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.

You must provide 30 days clear notice of any cancellation

Please note the following terms;

Where **you** are Paying by Monthly Direct Debit:

- a) Where **your** service agreement is cancelled within the cooling off period there will be no cancellation fee.
- b) Where **your** service agreement is cancelled after the cooling off period and **you** have made a claim or had a boiler service there will be a cancellation fee.

Single Annual Payment:

- a) Where **you** have paid by way of a single payment if **you** cancel within the cooling off period **your** fee will be refunded in full. (The cost of any work during the period of cover will be deducted).
- b) If **you** cancel outside the cooling off period and have not made a claim **you** will not be subject to a cancellation fee.

You will receive a refund on a pro rata basis deducting any monthly cover fee that is owing.

If **you** cancel outside the cancellation period and have made an accepted claim or have had an engineer's attendance (e.g. boiler service) **you** will be subject to a cancellation fee. The cancellation fee repayable is £120 excluding VAT (£144.00.)

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

30. 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.

31. 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 2018 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 services number or write to the trading 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. Any changes will be uploaded onto **your** MYACCOUNT page.
- e) It is important therefore for **you** to review **your** MYACCOUNT on a regular basis as **you** will not receive written correspondence notifying **you** of any changes. 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 5 above).
- f) **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 2018, 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.
- g) **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 2018 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.

32. 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.

Your complaint will be initially acknowledged and referred to a complaints handler. Following investigation, **you** will receive an e mail setting out any findings and suggestions for resolution. We set a timetable of 8 weeks to resolve any complaint although in most cases the complaint can be resolved relatively quickly.

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.

Mediation

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

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

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

How to make a complaint?

You can now get help or file a complaint online using our dedicated online dispute resolution dashboard.

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

Please note that any complaint lodged outside the above procedure will not be acknowledged or investigated.

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.

33. 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. This operational model allows us a discretion to approve claims which on the strict interpretation of the Terms and Conditions would be declined.

34. 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.

35. DATA PROTECTION ACT 2018

Please note that any information provided to us will be processed by us and our agent in compliance with the provisions of the Data Protection Act 2018, for the purpose of providing service agreements and handling claims, this may necessitate providing certain information to third parties.

36. USEFUL CONTACT EMAIL AND TELEPHONE NUMBERS

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.

- **Emergency 24hr Claims Line:**

0345 077 4177
claims@247homerescue.co.uk

- **Customer Services:**

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

- **Administration:**

admin@247homerescue.co.uk

- **Complaints:**

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

- **Services:**

services@247homerescue.co.uk

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

