

24 7 RESCUE TERMS & CONDITIONS October 2022

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## Welcome to 24|7 Home Rescue

Thank you for choosing 24|7 Home Rescue. We believe in affordable products, easy to understand language and great customer service.

These terms and conditions are designed to be easy to understand, and represent the legal **agreement** between you, us, and the insurer. Please spend some time reading through this document so you'll know what's included in your **agreement** and what you're paying for.

All documents and communication with you will be in English.

## **Major Emergencies**

Major emergencies which could result in serious damage, injury or threat to life should be advised immediately to the public emergency services and/or your utilities (gas, electricity, water) supply company If you think you have a gas leak you MUST immediately call the National Gas Emergency Service on 0800 111 999. The National Gas Emergency Service will attend your **property** and isolate the leak.

## **Our Contact Details**

## **Our Postal Address**

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

## **Our E-Mail Addresses**

General Enquiries: customerservice@247homerescue.co.uk To Make a Complaint: complaints@247homerescue.co.uk Personal Information & Privacy Enquiries: privacy@247homerescue.co.uk Our Phone Numbers Customer Helpline: 0345 3192 247 Claims Helpline: 0345 0774 177 To reschedule a repair: 0345 3192 247 To arrange a boiler service: 0345 0774 177 To make a complaint: 0345 3192 247

Our Website: https://247homerescue.co.uk

If you require these terms & conditions in an alternative format, for example large print or braille, please contact us.

## 24|7 HOME RESCUE PRODUCTS AND FEATURES

Our range of products is summarised in the table below. Whether you're a Homeowner or Landlord, we can help you in **emergencies** and breakdowns with our insurance features and access to our 24|7 customer helpline.

**Boiler** Service is an optional extra and, if you're a landlord, we can arrange a Landlord's Gas Safety Inspection (otherwise known as a 'CP12'). These are non-insurance features. Please see the non-insurance features section of this document for more information.

Unless otherwise stated in these terms and conditions you are covered for the cost of parts and labour, up to £1,000 per **claim**. If your product requires the payment of an **excess**, this should be paid before we can deal with your **claim**.

	24 7 Home Owner				24 7 Home Landlord					
24 7 HOME	Boiler Care	Heating Care	Home Care	Home Essentials Plus	Home Essentials	Boiler Care	Heating Care	Home Care	Home Essentials Plus	Home Essentials
	INSURANCE FEATURES									
Boiler Breakdown	~	$\checkmark$	$\checkmark$	×	×	$\checkmark$	$\checkmark$	~	×	×
Boiler Replacement	$\checkmark$	$\checkmark$	$\checkmark$	×	×	$\checkmark$	$\checkmark$	$\checkmark$	×	×
Central Heating	×	$\checkmark$	$\checkmark$	~	×	×	$\checkmark$	$\checkmark$	~	×
Plumbing and Drains	×	×	~	~	~	×	×	~	~	~
Internal Electrics	×	×	~	$\checkmark$	~	×	×	~	$\checkmark$	~
Pests	×	×	$\checkmark$	$\checkmark$	$\checkmark$	×	×	$\checkmark$	~	~
Home Security	×	×	$\checkmark$	$\checkmark$	$\checkmark$	×	×	$\checkmark$	~	$\checkmark$
NON-INSURANCE FEATURES										
24 7 Helpline	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	~	~
Boiler Service	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
Landlord Gas Safety Inspection	×	×	×	×	×	Optional	Optional	Optional	Optional	Optional

## DEFINITIONS

Certain words or phrases used in these terms & conditions have a specific meaning. Each time we use them in bold, they'll have the same meaning.

#### **Accidental Damage**

If you or another household member does something without meaning to, that causes an **emergency** or breakdown.

#### Agreement

These terms and conditions and your schedule.

#### Assistance

Reasonable efforts to fix your **boiler**, system or restore facilities in an **emergency** or **breakdown** by providing support remotely, for example, over the phone.

#### Authorised contact

Someone who you have appointed to deal with your **agreement** on your behalf. If you are a landlord, you may authorise your tenant(s) or your managing agent to contact us in the event of an **emergency** or **breakdown**. Please contact us by phone, e-mail or in writing if you wish to arrange this.

#### Beyond economic repair

Boilers have a working life of, usually, 7 to 20 years. Their value reduces over time. If, after an engineer visit and assessment, repair costs are estimated to be more than the current value of the **boiler** we will not be able to carry out a repair but will try to assist you with other options.

#### Breakdown

A persistent fault with the facilities in your **home** (for example, heating, hot water, clean water or drainage) which has affected their normal operation

#### Boiler

A single natural gas domestic **boiler** of no more than 70kW output, from the appliance isolating valve, including all manufacturer's fitted components within the **boiler**.

#### Central heating

Components that are outside of a **boiler** but within a **central heating** system in your **home**. This may include a **central heating** pump, feed and expansion cistern, motorised valves, temperature and pressure controls, radiators, radiator valves, interconnecting pipework, hot water cylinder, timers, controls, programmers and immersion heater.

#### Claim

A request for a **repair** or **assistance** under the insurance features of this **agreement**.

#### Commencement date

The start of your agreement as shown in your schedule.

#### Drainage

Internal/external waste pipes and drains, of clay pot, plastic, PVC or concrete, in your **home** for which you are legally responsible, not including flexible pipework from your appliances.

#### Emergency/Emergencies

Major loss of facilities (for example, heating, hot water, clean water or **drainage**) in your **home**, or sudden and unexpected events (for example an uncontrollable leak) which, if not dealt with quickly, would in our opinion make your **home** unsafe or insecure, cause damage or further damage to your **home**, or cause personal, health risk to you or others.

#### Engineer(s)

A qualified person approved and instructed by us to undertake **emergency** or **breakdown** work, or a **boiler** service.

#### Excess

As shown on your **schedule**, a payment by you towards each **claim** if you've selected a product with an **excess** or because your **boiler** is over 11 years old. Payment must be made before our **engineer** will attend. If you choose not to pay, we will not proceed with your **claim**.

You will not be charged an **excess** for **assistance** provided remotely (e.g. over the phone).

#### Home

A building designed and used for residential purposes that you own and either live in or rent out for someone else to live in, including any attached garage or conservatory but not detached outbuildings or communal areas.

#### Improvement

Steps identified by our **engineer** which are offered in order to enhance your facilities (e.g. 'smart' thermostats, thermostatic radiator valves, carbon monoxide monitor or other system upgrades)

#### Maintenance

Steps identified by our **engineer** which aim to reduce the risk of a future **emergency** or **breakdown** (for example, powerflush, inhibitor, magnetic filters, replacing parts which are functioning but beginning to show wear and tear, or dealing with sludge, limescale or debris)

#### Pay on use

If a **claim** arises that's not covered by your **agreement**, we can arrange for an **engineer** to help, but you'll be responsible for all costs. There's a £95 fee (plus parts and labour) for **pay on use** visits.

#### Property

A **home** and all the land up to your boundary, including detached outbuildings.

#### Plumbing

Hot and cold-water pipes and toilet cisterns in your **home** between, but not including the main internal stop-tap, internal taps and flexible pipework to your appliances.

#### Repair

Reasonable efforts to restore your facilities following an **emergency** or **breakdown** by sending an **engineer** to your **property**.

#### Schedule

The document confirming your **agreement**, personal, **property** and product details.

#### We, us, our

24/7 Home Rescue (on behalf of the insurer, in the administration of your **agreement**) its authorised representatives and **engineers**, unless otherwise stated.

#### You, your

The person named as the policyholder, or an **authorised contact**.

## HOW TO REQUEST A REPAIR OR ASSISTANCE

You may find that it is quickest and easiest to get in touch using our app. Or you can call us. Our lines are open 24|7. You should contact us within 24 hours of the **emergency** or **breakdown** occurring and provide details of the situation. We'll first give **assistance** to you on action to take to protect yourself and your **property**.

Please do not make arrangements yourself without prior authorisation from us. If you do, we will not reimburse any costs you may incur.

All claims must be made to us and not to an engineer directly otherwise the work will not be covered by your agreement.

If we've agreed to your **claim**, we'll discuss the timing of your **repair** or **assistance** with you by phone, email or text.

We'll try to ensure that your **repair** or **assistance** is delivered as quickly as is reasonably possible, either by arranging an engineer visit or if appropriate, by phone. If exceptional events (for example, adverse weather or government health restrictions) prevent our **engineer** from attending your **property**, we will keep you informed.

#### 14-Day Claims Exclusion

We won't cover a **claim** or undertake a **boiler** service within your cooling off period, or, if you purchase additional features, we won't cover anything relating to those additional features for the first 14 days after purchase.

#### Rescheduling a repair or assistance

Please provide at least 24 hours' notice of your intention to reschedule.

#### Delayed or rearranged appointments

We're not responsible for any losses incurred as a result of delayed, rearranged or cancelled appointments.

#### Engineer unable to park or access property

Following the scheduling of a visit, if our **engineer** is unable to access your **property**, for example if they are unable to park their vehicle at or nearby, you may incur an additional fee of £30.

## HOW TO DISCUSS OR CANCEL YOUR AGREEMENT

#### To discuss your agreement

If you need to contact us regarding your **agreement**, please contact us in writing, by e-mail or by calling the customer helpline.

#### To cancel your agreement

Only you or your **authorised contact** can cancel your **agreement**. Please contact us in writing, by e-mail or by calling the customer helpline if you wish to cancel.

#### If you cancel within 14 days

This is your cooling-off period, which begins when you receive the details of your **agreement**. You may cancel your **agreement** without penalty and we'll refund any premiums you've paid. Please see General Exclusions section for **claims** within the first 14 days.

#### If you cancel after 14 days

You are required to provide 30 days' notice which may require you to pay an additional premium for your remaining time on cover. Where your **agreement** is cancelled outside the 14-day cooling off period and you've not made a **claim** or received a **boiler** service, there'll be no cancellation fee payable to us.

Where your **agreement** is cancelled outside the 14-day cooling off period and you've made an accepted **claim** or have had an **engineer's** visit (for example, a **boiler** service) you may have to pay cancellation charges – see cancellation charges table.

Cancelling your Direct Debit through your bank doesn't mean that you've cancelled your **agreement** with us. If you cancel your Direct Debit without telling us, we'll try contacting you to collect the money you owe. If we don't hear from you and you don't pay, we'll cancel your **agreement** no less than 30 days after the date we first found out your payment had failed. You may also have to pay cancellation charges – see cancellation charges table.

#### **Cancellation Charges**

If you or we cancel your **agreement** or any features of your **agreement** and we've already completed work for you since you bought or renewed them, you may have to pay cancellation charges. The table below shows you the amount you may have to pay. We'll take off any **excesses** you've paid since you bought or renewed your **agreement**. You will not have to pay more than your annual premium.

Cancellation Charges per Claim				
Insurance				
Boiler or Central Heating (per claim)	£135			
All other Types (per <b>claim</b> )	£135			
Non - Insurance				
Annual Boiler Service	£84			
Annual Boiler Service and CP12	£99			

## WHEN WE MAY CANCEL YOUR AGREEMENT

- We may cancel your agreement immediately if:
  - you give us false, misleading or inaccurate information;
  - we find your **boiler** is on our list of exclusions;
  - you put our people's health and safety at risk, for example, physical or verbal abuse;
- your property is unfit or unsafe to work in;
- you don't let us in to your property to work, despite several attempts;
- we advise you to make permanent fixes, upgrades or improvements, but you don't; or
- you don't make your payments.

#### If your boiler is beyond economic repair

If your **boiler** is deemed **beyond economic repair** you may be entitled to a contribution from us to a **boiler** replacement from our approved installer (see Boiler Breakdown section for details). Your replacement **boiler** may come with its own warranty.

If your **agreement** included non-**boiler** product features (**central heating, plumbing** and **drainage** etc) we may be able to transfer these features to a product which maintains your level of cover, with an amendment to your premiums if appropriate.

If your **agreement** was for boiler breakdown and/or boiler service only then we'll cancel your **agreement**.

## HOW TO MAKE A COMPLAINT

It's our intention to give you the best possible service but if you have any questions or concerns about your **agreement** or the handling of a **claim**, you can contact us by post, e-mail or by phone.

For our full complaints procedure please visit: https://www.247homerescue.co.uk/complaints-procedure. The complaints procedure is in addition to your statutory rights as a consumer.

#### **Financial Ombudsman Service**

If you're not satisfied with the outcome of your complaint, then you can contact the Financial Ombudsman Service. By Post: Exchange Tower, London El4 9SR By Phone: 0300 123 9123 or 0800 023 4567 By Email: complaint.info@financial-ombudsman.org.uk Following the complaints procedure does not affect your

rights to take legal action.

## OUR INSURANCE FEATURES BOILER BREAKDOWN

#### What we can cover

Repairs or assistance following a boiler emergency or breakdown in your home unless your boiler is beyond economic repair.

If we've assessed that your **boiler** is **beyond economic repair** and you have been continuously covered by us for at least 12 months, we will:

- Replace your **boiler** if it is less than 7 years old (since installation as new) at the time of **breakdown**. You will be required to pay £1,000 as a contribution towards installation costs; or
- Provide a £250 contribution, less your policy excess, to a new boiler from our approved installers if your boiler is at least 7 years old.

Your replacement may not be the same make or model or fitted in the same place.

If we're not able to restore your heating following a **boiler emergency** or **breakdown** from October to March and you have no other source of heating, you may request two portable heaters from us which you will not have to return to us.

#### X What we aren't able to cover

- Damage caused by limescale, sludge or debris
- Maintenance and Improvement work;
- Repairing or replacing:
- Your boiler's flue;
- Your gas supply pipe;
- Any non-natural gas appliances;
- Any underground pipes;
- The following **boilers** or **boiler** types:
  - Potterton Powermax;
    Ferroli:
  - Thermal Store systems;
  - Boilers that contain storage vessels;
  - Warm air units:
  - Keston boilers manufactured before July 2019;
  - ATAG;

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- Dual-purpose **boilers** such as AGA & Rayburn;
- Combined heat and power systems.

Please see the General Conditions section of this document for information relating to gas safety and how we will treat boilers that are 'at risk' or 'immediately dangerous'.

If you think you have a gas leak you MUST immediately call the National Gas Emergency Service on 0800 111 999. The National Gas Emergency Service will attend your property and isolate the leak.

## CENTRAL HEATING BREAKDOWN

#### What we can cover

Repairs or assistance following a central heating emergency or breakdown in your home.

If we're not able to restore your **central heating** following an **emergency** or **breakdown** from October to March and you have no other source of heating, you may request two portable heaters from us which you will not have to return to us.

In the event of an **emergency** or **breakdown** relating to your **central heating** thermostat or TRV, we will first ask you to change batteries. If your thermostat or TRV is 'Smart' or internet-connected, we will also ask you to contact the manufacturer or provider to, for example, update software/firmware or to attempt a remote fix. If these steps do not succeed, we will aim to **repair** your thermostat or TRV, or replace it with a standard model which restores heating facilities.

If you require a like for like replacement of a thermostat/TRV (for example a 'smart' or internet-connected device), we will install the replacement but you will be responsible for the cost of the replacement.

#### X What we aren't able to cover

- The removal of limescale, sludge or debris;
- Maintenance and Improvement work;
- Repairing or replacing:
  - Accessories to the **central heating** system inclusive of booster pumps, and filters;
  - Electric heating, such as storage heaters, panel heaters and fan convector heating:
  - Solid Fuel Heating Systems;
  - Underfloor heating;
  - Warm air units;
  - Designer radiators, other than towel rails;
  - Electrical elements in radiators;
  - Elson tanks;
  - Combined heat and power systems;
- Ground, air and water source heat pump systems;
   A drain down of the central heating system, whether full or partial;
- Replacing water tanks, cylinders, and/or central heating radiator(s).

If you think you have a gas leak you MUST immediately call the National Gas Emergency Service on 0800 111 999. The National Gas Emergency Service will attend your property and isolate the leak.

### PLUMBING AND DRAINAGE

#### What we can cover

Repairs or assistance following a plumbing (for example, a leak) and drainage (for example, a blockage) system emergency or breakdown in your home.

#### X What we aren't able to cover

- Maintenance and Improvement work;
- Repairing or replacing:
  - Pipework which connects your boiler and central heating radiators, water tanks, cylinders, and central heating radiators (although repairs may be covered if you have boiler or central heating cover);
  - Frozen pipes which have not resulted in a leak or permanent blockage;
  - Steel or lead pipes;
  - Rainwater, guttering, fall pipes, down pipes and soil vent pipes;
  - Fountains, ponds, water features or garden irrigation systems;
  - Manholes and their covers, cesspits, soakaways, septic tanks, vacuum drainage systems, electric pumps;
  - External toilets, unless the emergency or breakdown impacts your only working & accessible toilet facility;
  - External pipes and underground pipes between your **home** and detached outbuildings;
  - Sanitary ware;
  - Showers and their parts including the shower unit, pump, controls, outlet or shower head;
  - **Plumbing** and filtration systems for swimming pools and spa baths;
  - Partially blocked drainage that cannot be unblocked using standard techniques such as jetting or rodding;
  - Drains that have collapsed, or where excavation is required or where removal of tree roots is required;
     Water softeners, water filters, waste disposal units,
  - macerators;
  - Taps;
  - Water supply pipes;
  - Water meters.

## PESTS

#### What we can cover

- Mice or rat infestation

 Removal of a pest infestation in your home, including

 Wasps' or hornets' nests.

# Electronic or internet-controlled doors or locks in your home; Garage doors and internal doors.

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#### X What we aren't able to cover

- Maintenance and Improvement work;
- Any other pest or animal control issues.

## HOME ELECTRICS

#### What we can cover

Repairs or assistance following an emergency or breakdown in your home, relating to your permanent 240-volt electrical supply system and wiring, or relating to your ground floor external security lighting. If your ground floor external security lighting is 'Smart' or internet-connected, then if we cannot repair it, we will replace it with a standard model. If you require a like for like replacement, we will install it, but you will be responsible for the cost of the replacement.

#### X What we aren't able to cover

- Maintenance and Improvement work;
- Replacement of the fuse box;
- Complete system rewire;
- Repairing or replacing:
  - Electrical appliances, showers and their parts, burglar alarms, camera systems and electrically powered garage doors;
  - Power cables between your home and any detached outbuildings, outdoor fitting or appliances on your property;
  - Electrics in your outbuildings;
  - Rubber or lead covered cables;
  - Fire Alarms and Smoke Alarms;
  - External lighting, other than ground floor security lighting;
  - Power generating systems, for example, solar panels;
  - Any garden features and/or leisure features or facilities.

## HOME SECURITY

#### What we can cover

**Repairs** or **assistance** if your **home** is unsafe or not secure following damage to or failure of an external lock, door or window, or where you are unable to gain access to your **home**.

We will create safe and secure temporary access if you are locked out of your **home**, and/or board up broken doors or windows to secure your **home**.

Replacement of any locks or keys to the home;

Porch doors if there is another lockable door which

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X What we aren't able to cover

makes the home safe and secure:

Maintenance and Improvement work; Door failure caused by swelling;

## WHAT WE AREN'T ABLE TO COVER

So that we can deliver on our promises and keep our products affordable, we've carefully chosen what we can cover and what we're not able to cover. As well as the specific exclusions relating to each product feature, this section explains exclusions that apply to your whole agreement.

#### Air Conditioning Units

Your **agreement** does not cover air conditioning units.

#### **Consequential losses**

Your **agreement** does not cover consequential losses or damage directly or indirectly caused by the **emergency** or **breakdown** that led to your claim.

#### Cosmetic or decorative damage

Your **agreement** does not cover **repairs** or **assistance** for cosmetic or decorative damage.

#### Damage caused by an engineer

We are not responsible for damage caused by an engineer gaining access to the **property** due to the failure of locks or moving an appliance or equipment to complete a **repair**.

#### Damage covered by other insurance

Your **agreement** does not cover **emergencies**, **breakdowns**, defects, loss or damage caused by fire, lightning, explosion, flood, storm or any other damage normally covered by Home Insurance.

## Damage linked to the supply of your gas, water or electricity

Your **agreement** does not cover damage caused by disconnection of or interruption to gas, electricity or water services to your **property**.

#### Designer radiators

Your **agreement** does not cover designer or curved radiators. This means radiators:

- made from materials such as glass, marble, stone,
- wood, cast iron or similar non-standard material, or - of particular artistic design or intricate shape

### Existing faults

Your **agreement** does not include cover for faults or design faults that in the opinion of our **engineer**:

- existed when you first purchased your agreement or were already there when your boiler or system was installed;
- you've been told about before and haven't fixed;
- if work has been completed by a third party, has not been completed to a satisfactory standard;
- we couldn't have reasonably been expected to know about before visiting your property; or
- prevents access because a part of your system has been permanently built over.

#### Health & safety

We will not attend your **property** if we believe there is a health and safety risk, for example hazardous chemicals, risk of verbal or physical abuse or harassment. If asbestos is present you must arrange for a specialist to remove it and provide documented evidence of its removal before we can attend your **property**.

## Intentional damage, neglect, lack of maintenance or poor installation

Your **agreement** does not include cover if damage is deliberate, is caused by misuse, modifications, neglect or a lack of maintenance.

Your **agreement** does not include cover if systems and/or equipment have not been properly installed or maintained in accordance with the manufacturer's instructions. Our **engineer** will use their expert judgement to determine the cause of any damage.

#### Intermittent or recurring faults

Your **agreement** does not include cover for intermittent faults. For example, recurring **boiler** pressure loss.

If an **engineer** does attend your **property** and finds the fault to be intermittent or provides advice to prevent a recurrence of the fault, more reporting of the same issue will not be covered by your **agreement**.

Alternatively, an intermittent fault can be progressed on a **pay on use** basis.

#### Making good or reinstatement costs

Your agreement does not cover reinstatement costs relating to flooring, walls, ceilings and/or any other surface, other than to make your **property** safe after a **repair**.

#### Making improvements

Your **agreement** does not include **improvements**, for example, upgrades or work that's needed to bring systems up to current regulations, legislation or health & safety standards.

#### Routine and general maintenance

Your **agreement** does not cover routine or general **maintenance** work, for example, work that aims reduce the risk of a future **emergency** or **breakdown**.

## Software, internet communications or radio signals

Your agreement does not cover any emergency or breakdown caused by malicious, inappropriate or unintentional interference with software, internet communications or radio signals of any **boiler**, device or system covered under this **agreement**.

Your **agreement** does not cover your internet connection nor any data transmission to, or from any **boiler**, device or system.

Your **agreement** does not cover **repairing** or replacing any internet, network or system hub, smart speaker or voice-controlled equipment or any smart functionality, for example, connectivity to or from your thermostat or radiator valves and mobile devices.

#### Trace & access

Your **agreement** does not cover finding or investigating a fault unless its source is readily identifiable, for example, non-visible water leaks or investigative diagnostics for electrical faults.

#### Work carried out by others

We are not responsible for the costs of any work carried out by you or persons not authorised by us in advance. If anyone other than us carries out work on your **boiler** or system and damages it, or that work has not been completed properly, your **agreement** does not include the costs of **repairing** it.

#### Unforeseeable Circumstances

Your **agreement** does not cover **emergencies**, **breakdowns**, 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, civil disturbance, epidemic or pandemic.

#### Unoccupied property

Your **agreement** does not provide cover if your **property** has been unoccupied for more than 30 consecutive days.

## **GENERAL CONDITIONS**

#### Call recording

Calls may be recorded to help improve our service.

#### Damage caused by us

We'll take all reasonable steps to avoid damaging your **property** during a **repair**. Occasionally there may be some unavoidable damage. We'll only compensate you for damage caused by wilful negligence.

#### Domestic use

Your agreement only includes cover for your **property** if used for domestic purposes. This may include home office or schooling use, or domestic renting but not where the main purpose of the **property** is commercial use.

#### **Exceptional circumstances**

In extreme weather or similar situations, we may need to reschedule your **repair** or **boiler** service. We'll try to inform you as quickly as possible but sometimes we may not be able to inform you until the scheduled visit date. We'll try, at all times, to minimise inconvenience to you.

#### Existing warranty or guarantee

We may limit the level of **assistance** we provide for **boiler claims** where an installer or supplier guarantee, or warranty exists. We may direct you to the installer or manufacturer for a solution in the first instance to prevent voiding of any guarantee/warranty.

#### **Gas Safety**

There may be situations when, for reasons of safety, we declare your **boiler** 'at risk' or 'immediately dangerous'

'At Risk' is a potentially dangerous appliance where one or more faults exist and which, as a result, may endanger life or **property**. An example of this is inadequate ventilation. In these circumstances, we have a duty to switch the appliance off and advise you not to use it. 'Immediately Dangerous' is a dangerous appliance/installation which if left connected to a gas supply is an immediate danger to life or **property**. Examples of this are combustion products entering the room, and gas escapes. In these circumstances, we have a duty to disconnect the appliance from the gas supply. You are responsible for the cost of work we undertake to address an 'At Risk' or 'Immediately Dangerous' appliance.

#### Introductory offers

If you cancel your product and you or someone else in your household then purchases a product with equivalent features, you may not be eligible for any promotional or new customer offers.

#### Length of agreement

Your agreement has a 12-month duration.

### Mainland United Kingdom

Our products are only available to residents in mainland England, Wales and Scotland.

#### Price & price changes

The price of your **agreement** includes tax at the relevant rate and won't go up or down over the length of your **agreement**, unless you change your **agreement** or the government changes the relevant tax rate.

At renewal we may change your price to reflect, for example, your **claims** experience, changes to product features, legal/statutory/regulatory changes or to cover the costs of administering and operating your **agreement**. Your renewal quote will provide all the relevant information.

#### Payments and missing payments

Our default method is monthly direct debit paid by you on an agreed date each month. After successful collection, we'll provide the cover and services in your **agreement** up to the date of your next monthly payment. Your **schedule** will confirm your payment method. If you do not pay on the due date we may suspend your **agreement** and you may not be able to **claim**.

You may remain liable for outstanding and due payments for the period to the cancellation date.

If you want to **claim** while your account is suspended, you may be required to pay any outstanding payments before an **engineer** will be sent to your **property**.

#### Renewals

We'll contact you at least 25 days before your **agreement** renewal date. Your **agreement** will automatically renew unless you choose to cancel. Automatic renewal ensures that you remain covered. If you wish, you may opt out of automatic renewal by contacting us.

#### Replacement Parts

We<sup>1</sup>II use manufacturer or approved supplier replacements where we can. We may use replacements from approved third parties but will not use refurbished/second-hand parts, or parts you supply.

There may be times when replacement parts are unavailable, delayed or no longer available due to circumstances outside our control. If replacement parts are delayed or unavailable, we will where possible, conduct a temporary **repair**. When a delayed replacement part is received, we'll complete the **repair** on a second visit. We are not responsible for any loss, damage or inconvenience resulting from a delay in obtaining or receiving delivery of any replacement parts.

#### If parts are no longer available

If parts are no longer available for your **boiler** we will deem it to be **beyond economic repair** (see Boiler Breakdown section for details).

#### Our guarantee for our work

If a part supplied is confirmed as faulty by the manufacturer or approved supplier within 12 months of our engineer installing it, we'll replace it without charge. If we've carried out a **repair** and the **emergency** or **breakdown** occurs again within 14 days, we'll arrange a further **engineer** visit without charge.

If we've carried out a **boiler** service and you notify us of a related **boiler** fault within 7 days, we'll arrange a further **engineer** visit without charge. If we find that the fault is unrelated to the **boiler** service, then an **excess** will be payable if you have selected a product with an **excess**.

#### Your agreement

Only you can benefit from your agreement.

## YOUR RESPONSIBILITIES

#### **Bees and beehives**

Bees are not pests and therefore cannot be treated in the same way as hornets or wasps. If you have a swarm of bees in the structure of your **property** you should contact the British Beekeepers Association for guidance: www.bbka.org.uk.

#### Boiler servicing

We may not make **repairs** to, or provide **assistance** for your **boiler**, if it has not been serviced annually. You should keep documentation relating to your annual **boiler** services to show to our **engineer**, if requested. An annual service is available from 24/7 Home Rescue or can be obtained from other national or local service providers.

#### Existing warranty or guarantee

If your **boiler** or system is covered by a third-party warranty, it's your responsibility to make sure that any work we may do doesn't affect that warranty. We will not be liable if any work we conduct on your **boiler** or system does not comply with the manufacturer's warranty.

#### External water supply stop-tap

If we can't turn off the external water supply stop-tap to your **home** to complete your **repair** it's up to you to get your water supplier to turn it off.

#### Information provided by you

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, change, and renew your **agreement**. If you provide incomplete or inaccurate information, we may cancel your **agreement** and/or decline any **claim**. Please tell us immediately:

- If you change address or no longer own the property;
- If your use of the property changes which means your agreement would no longer meet your requirements; or,
- If you change the **boiler** or system in your **property**.

If you are in any doubt, please contact us. When you inform us of a change, we'll tell you how it affects your **agreement**.

We understand that you may not be aware of the full details relating to your **boiler**, for example its age. Our **engineer** will verify your **boiler's** details during any visit to your **property**.

#### Limiting damage/accidental damage

In the event of an **emergency** or **breakdown**, you should take reasonable steps to limit any further damage (for example, by containing a leak or turning off the water supply at source). We will not accept responsibility for damage caused if you've failed to reasonably limit damage.

If the emergency or breakdown was caused by accidental damage, we will provide assistance or undertake repairs.

#### **Necessary Maintenance**

When attending an emergency or breakdown, our engineer may diagnose that maintenance is necessary in order to prevent a future emergency or breakdown. This may include but is not limited to:

- power flushes;
- action to prevent or limit damage caused by hard water and limescale;

- cleaning out of flues and vents for gas appliances;
- partial or full drain-down of heating systems;
- improvements to the safety and earthing arrangements for electrical installations;
- installation of drainage access points; or,
- preventative measures to avoid repeat infestations.

As this work is not covered by your **agreement**, it's your responsibility to have it completed. We may not make **repairs** or provide **assistance** on that part of your **boiler** or system unless the work has been carried out.

#### Notifying us of a claim

You should report a **claim** within 24 hours of the **emergency** or **breakdown** occurring, unless exceptional circumstances prevent this.

#### Parking

You must ensure that our **engineer** is able to park his/her vehicle at or nearby your **property**. Please advise when making your **claim** if there are parking restrictions or parking permits required.

#### Rescheduling a visit

If you need to reschedule an **engineer** visit, you should provide at least 24 hours' notice.

#### Recovering losses caused by third parties

If you request a **repair**, replacement or other **assistance** under your insurance policy you must give the insurer all the help necessary to recover any losses owed to the insurer from third parties, following any **repair**, replacement or other **assistance** that we provide. You may be asked to help to recover losses before or after we carry out any **repair**, replacement or **assistance**.

#### **Reasonable Access**

You must give reasonable access to enable appropriate work to be carried out including following any advice from the **engineer** and/or customer helpline in removing furniture if this is deemed necessary.

#### Shared Drains

If the drains for your **home** are shared with your neighbours, you should ask for their permission before our **engineer** carries out a **repair**.

## OUR NON-INSURANCE FEATURES

## **BOILER SERVICE**

#### Arranging your boiler service

If your product includes a **boiler** service, we'll contact you up to three times to arrange it. If we don't hear back from you it will be your responsibility to contact us to arrange your **boiler** service. We will not refund the cost of a missed **boiler** service.

#### Your boiler service

Boiler services are normally carried out between April and September so that we can prioritise **emergencies** and **breakdowns** during the Winter. We'll try to complete your **boiler** service on the anniversary of your last service, however sometimes your **boiler** service may be more than 12 months after your last service visit.

Your **boiler** service will be completed by one of our **engineers** in line with current Gas Safety Regulations. It will include a check-up of your **boiler** to make sure it's working safely. After we complete the service, we'll e-mail a certificate that provides a summary of the service and the results.

Your **boiler** service is like a car MOT. In other words, there is a focus on safety. The cost of any **maintenance** or **improvement** work is not included in our **boiler** service feature. If we find a problem or fault that needs to be fixed, we'll tell you about it.

If, in the opinion of our **engineer**, the problem or fault that needs to be fixed is covered by the insurance features in your **agreement** with us then there will be nothing to pay other than your **excess**.

## LANDLORD GAS SAFETY INSPECTION (LGSI)

#### About your LGSI

If you're a Landlord it's your legal responsibility to make sure you have a valid Gas Safety Certificate for the gas meter, gas pipework and any gas appliance(s) on your **property**. If you've selected this product feature, your LGSI will include a thorough check by a Gas Safe registered **engineer** who will:

- Check that appliances are well ventilated and that there is a constant supply of fresh air enabling the gas to burn properly;
- Check the appliances for gas tightness;
- Check that all safety devices are working effectively;Inspect the flue or chimney to make sure all fumes
- leave the **home** via the appropriate means;Declare an appliance unsafe if they find any faults;
- Make sure that gas devices are not being misused.

Please make sure that you have the manufacturer's instructions for your gas appliances available for the **engineer** when they attend.

The cost of any **maintenance** or **improvement** work are not included in our LGSI feature. Your **agreement** only includes one LGSI. If your first inspection fails, you may need to pay extra for a reinspection. If, in the opinion of our **engineer**, the problem or fault that needs to be fixed is covered by the insurance features in your **agreement** with us then there will be nothing to pay other than your **excess**.

## 24 7 STAY WARM

	Heating & Hot Water Promise Anuual Boiler Service and cost of repairs.	
È	No Deposit Needed A hassle free, monthly payment schedule	
0	Safe and Sound All our engineers are Gas Safe and COVID-19 aware	
3	Happy Customers Rated Excellent on Trustpilot	

### **BOILER INSTALLATION**

Our sister company, 24|7 StayWarm, is our approved **boiler** installation partner.

Please contact 24|7 StayWarm or visit the <u>StayWarm</u> <u>website</u> if you would like to find out more about the products and offers available from StayWarm if a new **boiler**, perhaps to save money on energy bills, is of interest.

## **LEGAL INFORMATION**

#### **UK Law**

Your **agreement** is bound by the laws of whichever country the **property** included in your **agreement** is in – England and Wales, or Scotland.

#### 24|7 Home Rescue and your Insurer

The insurance elements of your **agreement** are arranged and administered by us and underwritten by Evolution Insurance Company Limited which is registered in Gibraltar No. 88737 with a registered office at 5/5 Crutchett's Ramp, Gibraltar, GXII IAA.

Evolution Insurance Company Limited is authorised and regulated by the Gibraltar Financial Services Commission, authorised by the Prudential Regulation Authority, subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of its regulation by the Prudential Regulation Authority are available on request.

Insurance **claims**, **boiler** servicing and Landlord Gas Safety Inspections are undertaken by Home Response 360, our appointed representative.

As we act as an agent for the insurer, monies paid to us in relation to your insurance features are treated as having been paid to (or held by) the insurer.

#### Your contract with the Insurer

The cover under your insurance feature(s) is provided by the insurer. On behalf of the insurer, we arrange and administer your cover. We'll agree service standards with the insurer for the delivery of cover provided by the insurance.

We'll write to you if, in future, we enter into an arrangement with a new insurer(s) to provide the insurance products under this **agreement** or we transfer all or in part, the arranging and administering of your **agreement**.

You authorise us to transfer any personal data to a new insurer or arranger/administrator, including data defined as 'sensitive personal data' under the applicable data protection laws and consent to the new insurer or arranger/administrator being able to offer continuation of insurance cover to you. If at any time you wish to withdraw your consent to this, please let us know by calling the customer helpline.

#### Your contract with 24|7 Home Rescue

If you've selected any non-insurance features, you'll have a separate contract with us for these non-insurance features as set out in your **schedule**.

#### Changes to your terms & conditions

We may amend these terms and conditions. Where this change benefits you, we'll make the change immediately and notify you within 28 days. In all other cases we'll write to advise you of the change at least 28 days prior to any change taking effect.

If the changes do not benefit you and you wish to cancel your **agreement** you may do so.

#### Insurance Act 2015

No term of this **agreement** is intended to limit or affect the statutory rights and obligations of the parties to this contract under the Insurance Act 2015.

#### Fraud

If any **claim** made by you or anyone acting on your behalf under your insurance is fraudulent, deliberately exaggerated or intended to mislead, we may:

- Not pay your claim; and
- Recover (from you) any payments we have already made in respect of that claim; and
- Cancel your **agreement** from the time of the fraudulent act; and
- Inform the police of the fraudulent act.
- If your **agreement** is cancelled from the time of the fraudulent act, we will not pay any **claim** for any **emergency** or **breakdown** occurring thereafter and may not return any of the insurance premium(s) already paid.

#### Financial Services Compensation Scheme(FSCS)

24|7 Home Rescue and your insurer are covered by the FSCS, a safety net for customers if either party is unable to meet its obligations. If entitled to compensation you would be covered for 90% of a **claim**.

Further information about the scheme arrangement is available on www.fscs.org.uk

You may also contact the FSCS on their Freephone number 0800 678 1100 or 020 7741 410

Or you can write to: Financial Services Compensation Scheme, PO Box 300,

Mitcheldean, GL17 1DY

#### Your personal information

Both we and your insurer gather and process personal data in accordance with the Data Protection Act 2018, the UK General Data Protection Regulation (GDPR) and any relevant data protection legislation. Personal data may be used by us, your insurer or third parties for underwriting, **claims** purposes and to administer your **agreement**.

We and your insurer will ensure that personal data is kept secure, is used only for the purpose for which it was supplied and is retained only for as long as necessary. We are registered with the Information Commissioner's Office (ICO) as a data controller and are listed on the Register of Data Controllers under registration number 7A146795

Our Privacy Policy sets out how and why we collect, store, process and share your personal data and can be viewed online at: https://247homerescue.co.uk/privacy-policy/ The insurer is registered with the Gibraltar Regulatory Authority (GRA) as a data controller and is listed on the Register of Data Controllers under registration number DP003699. The insurer's full Privacy Notice is available at: www.evo-insurance.com/privacy

If you have any questions, please contact us.

#### Your Statutory Rights

For further information about your statutory rights, contact your local authority Trading Standards Service or Citizens Advice Bureau.

#### **Direct Debit Guarantee**

This guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits. If there are any changes to the amount, date or frequency of your Direct Debit, VP Collections t/a 247 Home Rescue will notify you 10 working days in advance of your account being debited or otherwise agreed. If you request VP Collections t/a 24/7 Home Rescue to collect a payment confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit by us or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society – if you receive a refund, you are not entitled to, you must pay it back when we ask you.

You can cancel a Direct debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

