



Your Terms & Conditions

November 2021 v1.0

Welcome to 24|7 Home Rescue – the Heating Experts.

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 represent the legal agreement between you, us and the insurer and are designed to be easy to read and understand. 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 immediately advised 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.

CONTENTS

Welcome & contact details	page 1
24 7 products & features	page 3
Definitions	page 4
To request a repair or assistance	page 6
To discuss or cancel your product	page 6
When we may cancel your product	page 7
How to make a complaint	page 7
Our insurance features	page 8
Our non-insurance Features	page 12
What we aren't able to cover	page 13
General conditions	page 15
Replacement parts	page 16
Your responsibilities	page 17
Legal information	page 19

24|7 HOME RESCUE PRODUCTS AND FEATURES

Our range of products is summarised in the table below. Whether you're a Home Owner or Landlord, we can help you in emergency situations 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 'CPI2'). See our non-insurance features for information.

24 7	24 7 Home Owner				24 7 Home Landlord			
	Boiler	Heating	Home	Home Emergency	Boiler	Heating	Home	Home Emergency
INSURANCE FEATURES								
Boiler Breakdown	✓	✓	✓	✗	✓	✓	✓	✗
Boiler Replacement	✓	✓	✓	✗	✓	✓	✓	✗
Central Heating	✗	✓	✓	✓	✗	✓	✓	✓
Plumbing and Drains	✗	✗	✓	✓	✗	✗	✓	✓
Internal Electrics	✗	✗	✓	✓	✗	✗	✓	✓
Pests	✗	✗	✓	✓	✗	✗	✓	✓
Home Security	✗	✗	✓	✓	✗	✗	✓	✓
NON-INSURANCE FEATURES								
24 7 Helpline	✓	✓	✓	✓	✓	✓	✓	✓
Boiler Service	Optional	Optional	Optional	Optional	✗	✗	✗	✗
Boiler Service / Gas Safety Inspection	✗	✗	✗	✗	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** situation.

Agreement

These terms and conditions and **your schedule**.

Assistance

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

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 more than the current value of the **boiler**, we won't carry out a **repair**.

Boiler

A single natural gas domestic boiler of no more than 60kW output, from the appliance isolating valve, including all manufacturer's fitted components within the boiler together with the pump, pipework and expansion tank.

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, controls 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 or safety risk to you or others. Occasional or **intermittent faults** are not considered to be an **emergency**.

Engineer(s)

A qualified person approved and instructed by us to undertake **emergency** work.

Excess

As shown on your **schedule**, a payment by you towards each completed **repair** 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 **repair**.

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.

Intermittent fault

An identified problem that does not persist. If the issue stops after inspection by our **engineer**, more reporting of the same issue will be deemed intermittent. Alternatively, an intermittent fault can be progressed on a **pay on use** basis.

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 in your **agreement's** first 14 days.

Property

A **home** and all the land up to your boundary, including any 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 fix your **boiler**, system or restore facilities following an **emergency** 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** 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**.

Failure to notify us of the **emergency** within 24 hours may invalidate your claim or incur an additional payment.

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.

Rescheduling a repair or assistance

Please provide at least 24 hours' notice of your intention to reschedule. You may incur a fee if you do not inform us in a timely manner.

Delayed or rearranged appointments

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

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 representative 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. Any claims made in the first 14 days are not covered by your **agreement** but can be handled as pay on use. Please contact us for details.

If you cancel after 14 days

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 and your **agreement** will be cancelled the day before your next instalment payment would have been due.

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 must pay any remaining premiums due for the term of your **agreement**.

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 to a **boiler** replacement from Staywarm, a specialist in boiler supply & installation, according to the terms of your **agreement**.

Your replacement boiler may come with its own warranty.

If your **agreement** included non-**boiler** product features (central heating, plumbing and drainage etc) we will transfer these features to a product which maintains your level of cover and will amend your premiums from the date of your **boiler** replacement. This may include a refund of premiums depending on your payment terms.

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

If parts are no longer available

If parts are no longer available for your **boiler** (see Replacement Parts section), we will deem it to be **beyond economic** repair and offer a replacement according to the terms of 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 E14 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 in an **emergency** following the breakdown of your **boiler** which results in a major loss of heating and/or hot water or an uncontrollable water leak, unless your **boiler** is **beyond economic repair**.

If we've assessed that your **boiler** is **beyond economic repair** we will provide you with a £250 contribution to a new boiler from Staywarm, either through a discount or cashback.

- Your replacement, if you choose to accept it, will be provided and installed by our sister company Staywarm. It may not be the same make or model or fitted in the same place.
- We will refund your **excess** in the event of a **boiler** replacement.

✗ What we aren't able to cover

- Damage caused by limescale, sludge or debris
- 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
 - Thermal Store systems
 - Boilers that contain storage vessels
 - Warm air units
 - Keston boilers manufactured before July 2019
 - ATAG
 - Dual-purpose boilers such as AGA & Rayburn
 - Combined heat and power systems

CENTRAL HEATING BREAKDOWN

✓ What we can cover

Repairs or assistance in an **emergency** following the breakdown of your **central heating** system resulting in an uncontrollable leak or a major loss of heating and/or hot water in your home.

If we're not able to restore your **central heating** we will provide two portable heaters which you will not have to return to us.

✗ What we aren't able to cover

- The removal of limescale, sludge or debris
- Repairing or replacing:
 - Accessories to the **central heating** system inclusive of booster pumps, thermostats, timers, associated controls and filters.
 - Electric heating, such as storage heaters, panel heaters and fan convector heating
 - Solid Fuel Heating Systems
 - Underfloor heating
 - Warm air units
 - 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 in an **emergency** following damage to or failure of your **plumbing** or **drainage** systems resulting in a major loss of **plumbing** and **drainage** facilities in your **home**.

✗ What we aren't able to cover

- Repairing or replacing
 - Pipework which connects your boiler and central heating radiators, water tanks, cylinders, and central heating radiators;
 - 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 pipes and toilets, and underground pipes between your **home** and detached outbuildings;
 - Cracked or broken sanitary ware (e.g. basins and toilet bowls);
 - Showers and their parts including the shower unit, pump, controls, outlet or shower head;
 - Plumbing and filtration systems for swimming pools and spa baths;
 - 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 that deliver boiling or filtered water;
 - Water supply pipes;
 - Water meters.

PESTS

✓ What we can cover

In an **emergency** we will remove a pest infestation in your **home**, over multiple visits if required, including:

- Wasps' or hornets' nests.
- Mice or rat infestation.

✗ What we aren't able to cover

- Any other pest or animal control issues.

HOME ELECTRICS

✓ What we can cover

Repairs or **assistance** in an **emergency** relating to your permanent 240 volt electrical supply system and wiring, which has caused a major loss of electrical facilities in your **home**.

✗ What we aren't able to cover

- 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 fittings or appliances on your **property**;
 - Electrics in your outbuildings if the supply is connected to a separate electricity meter than to your **home**;
 - Rubber or lead covered cables
 - External lighting
 - Power generating systems, for example, solar panels
 - Any garden features and/or leisure features or facilities;
- Replacement of the fuse box.
- Complete system rewire

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 emergency access if you are locked out of your **home**, and/or board up broken doors or windows to secure your **home**.

✗ What we aren't able to cover

- Door failure caused by swelling.
- Porch doors if there is another lockable door which makes the **home** safe and secure.
- Replacement of any locks or keys to the **home**
- Electronic or internet-controlled doors or locks in your **home**
- Garage doors and internal doors

OUR NON-INSURANCE FEATURES

BOILER SERVICE

Arranging your boiler service

If you've chosen the option of a **boiler** service we'll try to contact you up to three times to arrange the service. If we don't hear back from you after that, we won't try again.

It'll then be up to you to contact us to arrange your **boiler** service.

We will not refund you the cost of a missed **boiler** service.

Your boiler service

Boiler services are normally carried out between April and September.

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 the latest Gas Safety Regulations. It will include a check-up of your **boiler** to make sure it's working safely.

After we complete your **boiler** service, we'll e-mail a copy of your certificate that gives you a summary of the service and the results.

If we find a problem or fault that needs to be fixed, we'll tell you about it.

The cost of **repairs**, remedial or maintenance work are not included as part of your **boiler** service.

Exceptional circumstances

In periods of local or national high demand for **engineers** (for example, very cold weather), we'll prioritise breakdowns and may need to rearrange your **boiler** service.

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

These activities are required before your CPI2 certificate can be issued.

The cost of repairs, remedial or maintenance work are not included as part of this service.

Your agreement only includes one LGSi. If your first inspection fails you may need to pay extra for a reinspection.

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

WHAT WE AREN'T ABLE TO COVER

So 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 **repairs** or **assistance** for air conditioning units.

Consequential losses

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

Cooling off period

We won't cover anything that happens within the first 14 days after your **commencement date**, or, if you purchase additional features, we won't cover anything relating to those additional features for the first 14 days after purchase.

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** in 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**, defects, loss or damage caused by fire, lightning, explosion, flood, earthquake, 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

Emergencies

If the nature of the claim is found not to be an **emergency**, we may offer a **pay on use** solution to resolve your problem.

Existing faults

Your agreement does not include cover for any 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, or
- we've told you about before and you haven't fixed, or
- if work has been completed by a third party and has not been completed to a satisfactory standard, or
- 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 or 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.

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** includes **repairs**, replacements or **assistance** in **emergency** situations. It does not include improvements or upgrades, for example, 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.

Software, internet communications or radio signals

Your **agreement** does not cover any loss or damage 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 the source of the fault is readily identifiable, for example, the precise source of a boiler failure or non-visible water leak.

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**, 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 days.

GENERAL CONDITIONS

Call recording

Calls to the customer helpline may be recorded to help improve our service to you.

Damage caused by us

We'll take all reasonable steps to avoid damaging your **property** during the course of 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 it's used for domestic purposes. This may include use for home office or schooling, or domestic renting but not where the main purpose of the **property** is for commercial use.

Exceptional circumstances

In exceptional circumstances, such as extreme weather or government restrictions, we may need to reschedule your **repair** or **boiler** service.

We'll try to inform you of any rescheduling as quickly as possible but in some circumstances, we'll be unable to inform you until the scheduled date of our visit. 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.

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 product features.

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**.

We'll always contact you about any change to your price. Your renewal quote will provide all the relevant information.

Payments and missing payments

Our default payment method is monthly direct debit which you'll pay on an agreed date each month. Subject to successful collection of a payment, we'll provide the cover and services in your **agreement** up to when your next monthly payment becomes due.

Your payment method will be confirmed in your **schedule**. If you fail to pay on the due date, your **agreement** may be suspended, and you may not be able to make a **claim**.

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

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

REPLACEMENT PARTS

We'll source replacement parts from the manufacturer or their approved suppliers wherever we can. We may use replacement parts from approved third parties but will not use refurbished or second-hand parts, or parts supplied by you.

There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond our control.

If replacement parts are delayed or unavailable we will, where possible, conduct a temporary **repair** to make the **emergency** safe. When a delayed replacement part is received we'll carry out a second visit to complete the **repair**.

We are not responsible for any loss, damage or inconvenience resulting from a delay in obtaining or receiving delivery of any replacement parts.

Our guarantee for our work

If a part we have supplied is confirmed as being faulty by the manufacturer or its 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** occurs again within 14 days, we'll arrange a further **engineer** visit without charge.

Your agreement

Nobody other than you can benefit from your **agreement**.

YOUR RESPONSIBILITIES

Authorised contact

You may appoint someone 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**.

Please contact us by phone, e-mail or in writing to arrange this.

Bees and beehives

Bees are not seen as 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 your **boiler** 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, make changes to, and renew your **agreement**. If the information provided by you is not complete and accurate we may cancel your **agreement** and/or decline any **claim**. Please tell us immediately about the following changes:

- 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
- 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 the details of your **boiler** during any visit to your **property**.

Limiting damage/accidental damage

In the event of an **emergency** (for example, an uncontrolled leak), you should take reasonable steps to limit any further damage (for example, by containing the 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 your **emergency** was caused by **accidental damage**, we will provide **assistance** or undertake **repairs**

Necessary Improvements

The **engineer** when dealing with your **boiler** and/or system may complete a **repair** or annual service, and diagnose that improvement work is required, in order to prevent a future **emergency**. 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;
- preventative measures to avoid repeat infestations.

As this work is not within the scope of 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** occurring, unless exceptional circumstances prevent this.

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**.

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** were arranged and administered by us and are underwritten by Evolution Insurance Company Limited which is registered in Gibraltar No. 88737 with a registered office at 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA.

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, such as a **boiler** service, you'll have a separate contract with us for these non-insurance features as set out in your **agreement schedule**.

Changes to your terms & conditions

We may amend these terms and conditions for legal or regulatory reasons. 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 event or **emergency** 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, without any upper limit.

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 and claims purposes and in order 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 ZA146295.

We know how important it is for you to understand how we use your data. 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

Alternatively, or if you have any questions, you can 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 247 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 247 Home Rescue 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 247 Home Rescue 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 247 Home Rescue.

