

## TERMS AND CONDITIONS

It is important for your benefit and protection that you read these terms and conditions. These, together with any changes we notify you about (at renewal or otherwise), form your agreement with us. We intend to rely on the terms and conditions set out in this document.

### DEFINITIONS

we/us/our: Contact Centre Group Ltd t/as 365 Domestic Rescue , the provider of the plan.

you/your: the person named on your certificate.

your certificate: the personalised section of your plan documentation, sent to you once you have taken out a plan or at renewal.

### ELIGIBILITY

You must be at least 18 years old and resident in the United Kingdom to be eligible. Your product must be in good working order when this plan starts.

### CONTRACT OF SERVICES

This plan is not categorised as an insurance product and therefore insurance regulation does not apply. This plan is a contract of services and is governed by UK laws and regulations concerning service contracts.

### IMPORTANT CONDITIONS AND YOUR DUTIES

#### CONDITIONS

The following conditions apply to this plan:

- You must provide us with any information that we request when you apply for the plan. All information you give must not be false, exaggerated or misleading;
- Your product must have been installed, maintained and used in accordance with the manufacturer's instructions;
- Your product must be owned by you and kept only for domestic use;
- Your product must be used in a private home, solely occupied by a single household (at the address you gave to us). It cannot be located on a boat or in a mobile home; and
- Your product must be easily accessible and meet all relevant safety standards and be safe to work on.

#### YOUR OBLIGATIONS

You must arrange any work required to make your product accessible and compliant with all relevant safety standards and safe to work on.

Where you have requested services from us, you must also notify us if such work is required, let us know when it has been completed and provide us with the relevant certification (if applicable). We won't provide our services until you have fulfilled these obligations.

If you do not comply with the conditions and the eligibility requirements above or do not fulfil your obligations above, we will end your plan.

#### WHAT THIS PLAN INCLUDES

##### BREAKDOWN

If your product suffers a mechanical or electrical breakdown after the end of the manufacturer's parts and labour guarantee period, our customer services team will try to resolve the problem over the telephone. If we are not able to resolve the problem, we will, in our discretion, decide whether to approve a repair. Where a repair is approved, we will then authorise an engineer to carry out your repair, or we may also (at our option) decide to pay a contribution towards the cost of a replacement product, in each case subject to these terms and conditions.

Your plan includes a check of your home appliance carried out to statutory requirements and in accordance with the manufacturer's

#### HOW TO REQUEST A REPAIR

To request a repair please contact us as soon as possible by telephone. The telephone number will be shown on your plan document.

#### LIMITS OF THE PLAN

There is no limit to the number of repairs you can request, unless your plan ends, for example, following the write-off of your product (see 'What happens if your product is written-off?' below).

#### THE PLAN LIMIT

If we approve a repair or a replacement (or a contribution towards a replacement), the plan limit is the most we'll pay in total for repairs and/or towards a replacement for the product. The plan limit is £500. See 'Repairs and write-offs' below to find out how we calculate what you can receive under this plan limit.

#### REPAIRS INFORMATION

##### INFORMATION WE MAY REQUIRE

You must give us all information we need to verify your repair request. You should send any requested documents to the address in 'Customer services details' below.

##### IMPORTANT INFORMATION ABOUT REPAIRS

Only engineers approved by us are authorised to carry out repairs under this plan, unless we agree otherwise in advance. Repairs will be carried out within the repairer's normal working hours (which are at least 9am to 5pm, Monday to Friday) on a date agreed with you. Please have your plan documentation to hand when the repairer arrives. If your product breaks down, you must take reasonable steps to limit damage, e.g. stop using it if this is likely to cause further damage.

If we approve a repair but are unable to find an approved engineer, we'll permit you to use your chosen repairer. You will have to pay them and claim the cost back from us. Please keep a copy of your invoice to send to us.

If we permit you to use your chosen repairer and the proposed repair is estimated to cost more than the repair authority limit, then you must ring the repair authority line on 0161 327 1691 for an authority number before work starts. The repair authority limit will be shown on your plan document.

#### REPAIRS AND WRITE-OFFS

1. If a repair is approved on your product, but:

- we cannot repair it;
- we cannot obtain the spare parts to repair it;
- the repair cost would exceed the cost of the current purchase price of a new product; or
- repairing it would exceed the plan limit (see 'Limits of the plan' above), then we will give you vouchers or cash instead.

2. The vouchers/cash will be for the lesser of either:

- our repairer's estimated cost of the repair (this will often be the manufacturer's fixed price repair charge); or
- the balance of the plan limit (taking into account the cost of any repairs already provided during the current term of the plan).

3. All vouchers will be redeemable from a retailer of our choice and will be valid for 12 months from the date of issue. Voucher settlements will be sent to the last address you gave us. If vouchers are not available we may provide a cash equivalent.

4. Under this plan you will not receive a replacement home appliance and we will therefore not be responsible for any installation or delivery costs.

#### WHAT HAPPENS IF YOUR PRODUCT IS WRITTEN-OFF?

If we decide to write-off your product and to give you vouchers towards its replacement, your plan will end immediately and any unpaid fee for the current plan period will become due. No fee paid will be refunded.

For voucher settlements we will deduct any fee outstanding for the duration of your plan from the voucher settlement.

#### WHAT HAPPENS IF WE DECIDE NOT TO APPROVE A REPAIR REQUEST?

If we decide not to approve a repair request which would otherwise fall within the terms of your plan, we will inform you. All fee payments you have made in the current period of your plan will be refunded and your plan will end immediately. No further amounts will be payable. We'll confirm this in writing to the last address you gave us.

#### GENERAL EXCLUSIONS

Unless they are listed under the 'Special conditions' section or the 'What this plan includes' section, the following are excluded from the plan, and we will not pay for repairs which relate to:

- Damage during delivery, installation or transportation of the product by a third party who is not our agent.
- Any breakdown cost already covered by any manufacturer's, supplier's or repairer's guarantee or warranty on a product.
- Replacement or recall of the product (or any part) by a supplier or the manufacturer.
- Modifying or making a product comply with legislation, work on the product that is only required due to legislation changes or making it safely accessible.
- Your failure to follow the manufacturer's instructions.
- Any problem with the supply of electricity (unless you are protected against food spoilage), gas, water, broadband or broadcast content.
- Routine maintenance, cleaning, servicing and re-gassing.
- Repairs carried out outside of your country of residence.
- Costs or loss arising from not being able to use your product (e.g. hiring a replacement oven), or incidental costs caused by breakdown or repair (e.g. costs to remove or reinstate built-in or fitted equipment).
- Damage to any other property or possessions, unless it is our fault.
- Cosmetic damage such as damage to paintwork, dents or scratches.
- Any loss, damage or impairment to functionality caused by: theft, attempted theft, neglect, deliberate damage or damage caused by animals, plants or trees.
- Any loss, damage or impairment to functionality caused by: earthquake, flood, lightning, fire, wind, humidity, weather conditions, salt spray, storm or other natural events or catastrophes, abnormally high or low temperatures, plumbing problems, corrosion, chemical exposure, radiation, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion, man-made events or catastrophes or technological hazards (such as computer viruses or date-change faults).
- Any appliance not registered under the plan.
- Repairs, maintenance work, or use of spare parts, where not approved by us.
- Damage to ceramic or glass surfaces (unless caused by an accident protected by the plan).
- Files lost due to a repair or replacement and your failure to back them up.
- Commercial or business use including use by charities, not for-profit organisations, local government or other such similar organisations (unless we agree to the use in writing beforehand).
- Fraud or attempted fraud, or where the condition of the product is not consistent with the request you made.
- The cost of replacing any accessories including: external fuses, lawnmower belts, batteries, rechargeable batteries, power cells, light bulbs changeable by the user, fluorescent tubes and related starter

components, filters, attachments, cables and cable joints, plugs, light covers, grills, removable parts, glass and enamel parts, catalytic panels, external piping, rain covers, starter connections and straps, 3D glasses, vacuum cleaner bags, brushes and tubes, audio pick-up systems including scanners, printer toner or ink cartridges and printer ribbons.

- For products that include software: external data carriers, other input devices (scanners, joysticks, mouse devices), other external controllers (if not included when purchasing the product), installing, modifying and upgrading software.
- For products with screens: repairs due to pixel failure where the number or location of pixels does not exceed the manufacturer's acceptable limit, marks on the screen, or burned screens.
- Damage caused by, or arising from, accident.

#### SPECIAL EXCLUSIONS

In addition to the 'General exclusions' above, the following are excluded from the plan, and we will not pay for repairs which relate to:

- Any work arising from hard water scale deposits in the system.
- Normal operation or adjustment of the product controls (except following an approved repair under this plan), any water pressure adjustments on sealed systems (except those connected with a repair approved under this plan), the clearing of airlocks or the balancing and venting of radiators.
- Work on anything not part of the product, for example warm air units, electrical boiler or combined heat power units, below ground or non-visible pipework, energy management systems, unvented pressurised cylinders, convector heaters, kick space heaters, towel heaters/rails, underfloor heating, heat pumps, shower pumps, immersion heaters, solar panels, fuel lines to the boiler and the flue systems from the boiler, the cold water supply tank, its feed or outlet, taps, any pipework, controls or other parts associated with any of these items.
- Work where the removal or disturbance of hazardous material (e.g. asbestos) is required.
- The replacement of oil nozzles and igniters.
- Arrangement of your product replacement.

#### PAYING YOUR FEE

1. If you pay the monthly fees (inclusive of all applicable taxes) by Direct Debit, you must make regular payments in accordance with the 'Payments schedule' set out in your plan documentation. If we are unable to collect a payment from your bank we may attempt to request payment again unless you advise us otherwise. When you have paid the monthly fees by Direct Debit for the number of consecutive months shown in the 'Payments schedule', if the initial plan period has not yet expired, no further payment will be taken for the remainder of the initial plan period, unless and until your plan renews for a further period (see 'Duration and renewal of your plan' below).
2. If instead you choose to pay all the fees for the period in advance in one payment, you must pay this amount (inclusive of all applicable taxes) before the plan will start.
3. We may use a collection agency to recover any amount owing to us.
4. If you do not pay for your plan on time, it will be suspended from the due date. Any requests for repairs past this date will not be considered for approval unless payment is received.

#### DURATION AND RENEWAL OF YOUR PLAN

1. The initial plan period begins on the 'start date' and continues until the 'renewal date', as specified in your certificate (unless ended in accordance with these terms and conditions).
2. Before your plan ends, we will write to you about renewing. Your renewal notice will show the new amount to pay. The fee payable may increase at renewal.

3. If you pay by Direct Debit, each year your protection will automatically continue for another year with a new plan at renewal, unless you tell us otherwise. Unless you have advised otherwise, the renewal fee will again be collected from your specified bank account, to ensure you are always protected.
4. If you pay by any other means, you will need to make payment for your plan to continue.
5. A cooling off period (lasting 14 days from renewal of the plan or the day on which you receive your renewal documentation, whichever is the later) applies at the renewal of your plan.
6. We reserve the right not to offer you a renewal on your plan.

#### CANCELLATION AND ENDING OF THE PLAN

##### COOLING OFF PERIOD – CHANGING YOUR MIND

1. The 'cooling off period' is the fourteen (14) day period from receipt of your documentation or from the plan start date, whichever is later.
2. If you change your mind during the cooling off period, you can cancel your plan and we'll refund any fee paid.
3. We will also give you these rights during your manufacturer's parts and labour guarantee period.
4. If your plan automatically ends or is cancelled by us, these rights do not apply (see 'Our right to cancel your plan or bring it to an end' below).

##### AFTER THE COOLING OFF PERIOD

If you cancel your plan after the cooling off period and after the manufacturer's parts and labour guarantee period, then the following will apply:

- If you have not received a repair, we'll refund the fee paid by you for the remaining full months of your plan. If you pay for your plan by Direct Debit, you will only receive a refund if you have already paid for any future months of your plan.
- If you have received a repair, no refund will be given and you will have to pay the cost of the repair. This will be capped at the plan fee (less any fees you have already paid in the current period).

##### HOW TO CANCEL

If you wish to cancel your plan, please contact us on 0161 327 1691(9am to 5pm, 365 days a year). You can also cancel by writing to us at the address specified in the 'Customer services details' section. If you are paying by Direct Debit and tell your bank to cancel your Direct Debit Instruction, but do not contact us first, we will not immediately cancel your plan. If you do wish to cancel, please contact us directly to avoid any communications regarding outstanding payments.

##### OUR RIGHT TO CANCEL YOUR PLAN OR BRING IT TO AN END

1. If at any time you receive vouchers for a replacement from us, your plan will automatically end and no refund will be due (see 'What happens if your product is written-off?' above).
2. If you fail to comply with certain conditions and obligations (see 'Important conditions and your obligations' above) we may bring your plan to an end and we won't provide any further services to you under the plan. We'll refund all fee payments you have made during the current period of your plan. You must pay us for any call-out and repair costs we have incurred in the current period.
3. We reserve the right to cancel your plan by giving you fourteen (14) days' notice. If we cancel your plan using this provision, you will receive a pro rata refund of the fee paid for the remaining unexpired days of your plan.
4. In each case, we'll confirm any such ending or cancellation of the plan in writing to the last address you gave us.

##### CUSTOMER SERVICES DETAILS

For customer services: call 0161 327 1961, write to us at 365 Domestic Rescue, Croft House, St George Square, Bolton, B11 2HB or email us by clicking on 'contact us' on our website: [www.365domesticandrescue.co.uk](http://www.365domesticandrescue.co.uk)

Lines are open, at a minimum, from 9am to 5pm, Monday to Friday (except public holidays).

##### HOW TO COMPLAIN

If you wish to complain or you are unhappy with the service provided, please contact our customer services team (see 'Customer services details' above).

##### TRANSFERRING YOUR PLAN TO A NEW OWNER

With our permission you may transfer your plan to a new owner of the product by giving us their details either over the telephone or in writing. You cannot transfer it to any other appliance (except for replacements of your product provided under a manufacturer's guarantee).

##### CHANGES TO THESE TERMS AND CONDITIONS

We may modify or replace these terms and conditions in order to:

- Comply with the law, regulations, industry guidance or codes of practice;
- Rectify errors or ambiguities; and
- Reflect changes in the scope or nature of the protection provided to you.

We will give you thirty (30) days' written notice of any change that could have a material effect on your rights or obligations. The new terms and conditions will take effect from the date specified in the notice. If you do not agree with the changes, you may cancel the plan by notifying us within that notice period and you will receive a pro rata refund of any payments that you have made for the unexpired period of your plan.

## IMPORTANT DATA PROTECTION INFORMATION

365Domestic Rescue Limited and its business partners will use your information (which you or others have provided to us) to provide the requested service and for administration (including the recovery of any amounts owing, where applicable), marketing, market research, customer surveys, regulatory reporting, to check and verify your identity and analytics and testing purposes. Your information may also be shared with other members of the 365 Domestic & General Group of Companies and selected companies acting on our behalf. We, along with other members of the 365 Domestic Rescue Group of Companies, its business partners and third parties may use your information to tell you about any offers, products or services which may be of interest to you.

### THE 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 Domestic & General Services will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Domestic & General Services 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 Domestic & General Services or your bank or building society you are entitled to a full 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 Domestic & General Services asks you to
- 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.

You may therefore be contacted by mail, telephone, email and/or other electronic messaging services unless you have asked not to be.

You may (for a small fee of £10) request a copy of your data. If your personal details change, if you wish to change your marketing preferences or if you wish to opt out of receiving marketing information, please let us know by writing to:

365 Domestic Rescue, Croft House, St George Square,  
Bolton, BL1 2HB. If you do not wish to be contacted for marketing purposes by mail or telephone write to us at the address above.

### EXCLUSION OF THIRD PARTY RIGHTS

This plan is only for your benefit. No rights or benefits will be given to any other third party under the plan.

### GOVERNING LAW AND STATUTORY RIGHTS

We will communicate with you in English and English Law will apply unless we agree otherwise with you. Nothing in the conditions will reduce or affect your statutory rights; for further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.

### CUSTOMERS WITH DISABILITIES

We offer a number of services for customers who have disabilities including providing our documents in Braille, large print or audio formats. For further information please contact us (see 'Customer services details' above).

SPECIAL CONDITIONS See plan document COMPANY INFORMATION

This plan is provided by 365Domestic Rescue Limited. Registered in England and Wales. Company No. 1970780.  
Registered office: Croft House, St George Square,  
Bolton, BL1 2HB