

Terms and Conditions

1. Acceptance of Terms

- 1.1. Welcome to WeServe 247. WeServe 247 is the trading name of Home Emergency Connect Limited, a company registered in England (registration number 12324202) with its registered office at WeServe 20-22 Wenlock Road, London N1 7GU (hereinafter the “**Company**,” “**WeServe 247**,” “**we**,” “**us**” or “**our**”).
- 1.2. Please read these Terms and Conditions carefully. These Terms and Conditions govern the Home Emergency service cover purchased by you (“**Service Agreement**”). By entering into this Service Agreement with the Company, you agree to all the Terms and Conditions as set out hereunder.
- 1.3. Subject to the terms and conditions of this Service Agreement, Consumers who enter into this Service Agreement with the Company may claim for the following:
 - Gas emergency repairs;
 - Electrical emergencies;
 - Plumbing repairs;
 - Drainage repairs;
 - Appliance repairs; and
 - Boiler repairs

In addition to the above, Consumers may also claim any other repairs/services that are included in the specific cover purchased by them.

- 1.4. Your copy of this Service Agreement (“**schedule**” or “**your copy**”) contains all the details of the cover purchased by you.
- 1.5. If you require any clarification or information, please contact us by telephone at 0800 5 999 777 alternatively you can write to us at info@weserve247.co.uk.

2. Eligibility

- 2.1. Our Home Emergency service cover is only available to Consumers who are at least 18 years of age or over, located in the United Kingdom and have the legal capacity to enter into a binding agreement with the Company. If you do not satisfy the aforementioned requirements, please do not enter into this Service Agreement.
- 2.2. You will only be eligible to receive the services as provided in this Service Agreement if:

- 2.2.1. You have made all the payments due and payable by you to the Company in accordance with this Service Agreement; and
- 2.2.2. You have kept to all the Terms and Conditions of this Service Agreement.

3. Definitions

In this Service Agreement, words or expressions beginning with a capital letter will have the meaning as defined hereunder:

Account Manager	refers to the Company representative who is responsible for managing your membership account, handling your queries and claims.
Authorised Contractor	means a tradesperson authorised by the Company to attend to your Service request under this Service Agreement.
Auto-Renewal	This Service Agreement is on a rolling basis, and it will automatically renew for a subsequent protection period upon receipt of the full Membership Payment as specified in the Consumer's copy of the Service Agreement and any subsequent amendments thereto.
Consumer	means a natural person who enters into this Service Agreement.
Consumer's Representative	means Consumer's nominated representative who has been authorised to act on Consumer's behalf with the Company.
Excess	means the agreed amount that the Consumer shall pay first on each claim. The Company is not liable to cover any expense up to the "Excess" amount, which is the Consumer's share of liability.
Exclusions	refers to events where your claim is not covered by the Company under this Service Agreement.
Home	refers to the Consumer's private dwelling at the address specified in the Consumer's copy of the Service Agreement.
Home Emergency	refers to a sudden unexpected event which in the opinion of the Company (either the Account Manager or Support Centre) requires immediate action to 1) prevent any damage or further damage to the Consumer's Home; 2) render the Home safe, secure or habitable; 3) mitigate any risks to the safety of the

inhabitants of the Home.

Limit	refers to the monetary limit specified on each type of cover in this Service Agreement. This is the maximum amount the Company will pay under each specific cover.
Membership Number	refers to the unique number allocated for your account by the Company. Your Membership Number is specified on your copy of this Service Agreement.
Membership Payment	refers to the membership fees the Consumer must pay to the Company for entering into this Service Agreement.
Pay-on-use Service	refers to Services that are offered by the Company to Consumers on an ad hoc basis. Pay-on-use Services are outside the scope of this Service Agreement, and the costs of Pay-on-use Services are entirely for the Consumer's own account. The Company does not pay any portion of the cost for Pay-on-use Services used by the Consumer.
Protection Period	means the duration of this Service Agreement as displayed on the Consumer's copy of this Service Agreement, and for which the Consumer has paid the Company in accordance with the provisions of this Service Agreement.
Security Deposit	refers to a discretionary payment of £75 that is payable by a Consumer to the Company for claims submitted by the Consumer. Please note that the Company will reimburse this Security Deposit after an Authorised Contractor's assessment of the fault reveals that the claim is covered by this Service Agreement. However, if our Authorised Contractor's inspection of the fault reveals that the claim is not covered by our Service Agreement with the Consumer, the paid will not be reimbursed. The Company reserves the right to decline any claims submitted by Consumers without payment of a Security Deposit.
Service	refers to all actions/efforts of our Authorised Contractor to perform a temporary repair to limit/prevent any damage alternatively performing a permanent repair if the cost of the latter is not significantly more than that of a temporary repair.
Service Agreement	refers to the Consumer's copy of this document and all subsequent renewal amendments thereto which includes the details of Consumer's cover type, Consumer's personal details and the protection period information.

Start Date	means the start date of this Service Agreement as specified on the Consumer's copy of the Service Agreement.
Support Centre	refers to the Support Call Centre provided by the Company to Consumers to report any Home Emergencies that fall within the scope of this Service Agreement.
Third-Party	refers to any party excluding the Consumer, Consumer's Representative, the Company or its Authorised Contractors.
Trace and Access	refers to the efforts/costs of finding a source of the leak if the source is not clearly visible or easily identifiable without significant effort.
Unoccupied	means when your Home has not been lived in by you or anyone authorised by you for more than 30 consecutive days.
You or Your	means the person who enters into this Service Agreement with the Company. Any reference to Consumer or Consumer's Representative shall include You or Your and vice versa.

4. Your Cover and Limits

This Service Agreement provides You with specific Services in the event of an Emergency. This section 4 of the Service Agreement outlines the protection available to You under different covers as well as our Limit for each cover. You acknowledge and agree that the Company will only pay an amount up to the specified Limit per claim, which Limit shall include any costs for call out, labour, and materials. In the event your claim exceeds the Limit provided under this Service Agreement, you shall be solely responsible for such additional costs.

Notwithstanding anything to the contrary, all protections offered hereunder are offered under the absolute sole discretion of the Company. You acknowledge and accept that the Company only provides a servicing membership, and this Service Agreement is not an insurance policy.

Covers offered

4.1. **Plumbing**

Subject to the provisions of this Service Agreement, the Company will, at its absolute sole discretion, provide protection to the Consumer in the event of any sudden and unexpected damage or failure to the internal plumbing within the Consumer's Home which results in any water damage, flooding, or leakage inside the Consumer's Home.

Limit: Up to a maximum of £1000 per claim.

What is covered?	What is not covered?
<p>Home Emergency relating to:</p> <ul style="list-style-type: none"> ● The internal hot and cold-water pipes between the main internal stopcock and the inside taps; ● The cold-water storage tank; ● Failure of the toilet (provided there is only one toilet in the Home). ● A leak from: <ul style="list-style-type: none"> ○ the toilet cistern; or ○ the internal section of the overflow pipe; which cannot be contained. 	<p>The Company will not cover the following:</p> <ul style="list-style-type: none"> ● Any dripping taps in need of repair or other similar general maintenance work; ● Any frozen pipes that have not caused any permanent damage; ● Any pop-up waste mechanism; ● Leaks from domestic appliances and their inlet or outlet pipes if such leaks only occur when the appliance is being used; ● Pipes that are not within the curtilage of your Home; ● Resealing or regrouting of any baths or showers; ● Replacement of any cracked or broken sanitary ware, hot water cylinder or its elements; ● Any blocked pipes resulting from neglect or misuse including but not limited to disposal of sanitary products, oil, fat or other similar waste products into the pipes. <p>Please note that the Company will not be responsible for replacing any items that are beyond repair.</p>

4.2. **Drainage**

Subject to the provisions of this Service Agreement, the Company will, at its absolute sole discretion, provide protection to the Consumer in the event of any Home Emergency relating to any damage or blockage of the waste drainage system within the boundaries of the Consumer's Home.

Limit: Up to a maximum of £1000 per claim.

What is covered?	What is not covered?
<ul style="list-style-type: none"> ● A Home emergency relating to damage or blockage of the waste drainage pipes within the boundary of your Home provided such damage/blockage did not result from your negligence or misuse. ● Restoring the flow within the drainage system using traditional techniques such as drain rodding or drain jetting. 	<ul style="list-style-type: none"> ● Clearance of any debris, fat/oil blockages or another similar general day to day maintenance service. ● Vacuum drainage systems; ● Repairing or replacing cesspits, septic tanks, electric pumps and associated fittings; ● Any drainage systems other than a clay pot, P.V.C, plastic or concrete materials; ● Swimming pool plumbing or filtration system; ● Spa bath plumbing and filtration system; ● Any damage to drains arising as a result of non-conformance to applicable building regulations; ● Any damage to drains arising as a result of negligence or neglect; ● Claims relating to any shared drains or pipes; ● Claims relating to blockages in pipes that are outside the boundary of Consumer's Home; ● Claims relating to detached outbuildings; ● Claims relating to drain clearance where the Consumer has been previously advised of the need to install access points; ● Claims relating to guttering or fall pipes of Home; ● Claims relating to roofs and rooflines of the Home; ● Claims relating to blocked or leaking soil vent pipes; ● Any other drains repair that

	would require excavation.
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4.3. **Pest Infestation**

Subject to the provisions of this Service Agreement, the Company shall, at its absolute sole discretion, cover the costs of removal of any pest infestation inside the Consumer's Home.

Limit: Up to a maximum of £1000 per claim.

What is covered?	What is not covered?
<ul style="list-style-type: none"> ● Removal of any rats or mice infestation in the Home; ● Removal of any wasps or hornets' nest in your Home. 	<ul style="list-style-type: none"> ● Pest infestation outside your Home, for example in the garden or detached garage/outbuilding; ● Any other animal control issues that would require specialist service; ● Any claim that requires investigation to find the source of the infestation.

4.4. **Security and Lost Keys**

Subject to the provisions of this Service Agreement, the Company, at its absolute sole discretion, will provide the Service to the Consumer in the event of any Home Emergency relating to the security and/or access to the Home.

Limit: Up to a maximum of £1000 per claim.

What is covered?	What is not covered?
Security: In the event your Home is rendered unsafe as a result of any damage or failure to an outside lock, door or window, we will assist you in making your Home secure.	Security: We are not obligated to replace any locks or provide any replacement keys as part of securing your Home in the event of a Home Emergency.
Lost Keys: In the event you cannot gain access to your Home as a result of a loss of keys, and there is no other option to access your Home, we will assist you by:	<ul style="list-style-type: none"> ● Replacement or loss of keys where another set of keys is available; ● Replacement or loss of keys to garages, outbuilding or sheds

<ul style="list-style-type: none"> ● Creating emergency access to your Home, if you are locked out of your Home; or ● Boarding up broken doors or windows if you are unable to secure your Home due to loss of keys. 	<ul style="list-style-type: none"> ● detached from the Home; ● Loss of keys resulting from any negligent act; ● Loss of keys for any internal doors and windows of the Home; and/or ● Replacement or repair of any electronic garage doors or associated units powering it.
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4.5. **Electrical Emergency**

Subject to the provisions of this Service Agreement, the Company shall, at its absolute sole discretion, assist you with the repairing, replacing or rectifying the breakdown or failure of your domestic electrics.

Limit: Up to a maximum of £1000 per claim.

What is covered?	What is not covered?
<ul style="list-style-type: none"> ● Any Home Emergency arising out of any fault in the domestic electrical wiring; ● Any breakdowns of fuse box; ● Any power failure to circuits. 	<ul style="list-style-type: none"> ● Repair or replacement of any lighting and lighting fixtures outside the Home such as detached sheds and other outbuildings; ● Any Home appliances or electrical items whether battery-powered or used with a plug; ● Replacing any bulbs, fuses, fuse boxes or other electrical maintenance; ● Any repair or replacement of burglar alarms, smoke alarms, telephone equipment, satellite/TV equipment; or of plumbing and filtration systems of swimming pools, fish tanks, and ponds; or, of doorbells, garage doors, shower units, and heating systems (portable or fixed). Please note that this is not an exhaustive list. ● Any wiring or electrics in shared/common areas;

	<ul style="list-style-type: none"> ● Any claims arising from poor maintenance or exposed wires within the fuse; ● Any claims arising from negligent or inappropriate use of an electrical appliance that causes damage to the electrical socket.
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5. General Exclusions

This Service Agreement will not cover any claims relating to:

- 5.1. Any claims that are not covered under this Service Agreement;
- 5.2. Homes that are outside the geographical territory served by the Company under this Service Agreement, i.e. United Kingdom mainland excluding all Isles and Northern Ireland;
- 5.3. Any claims for events that do not qualify as a Home Emergency as determined by the Company;
- 5.4. Any claims arising from events which were known to you before the Start Date of this Service Agreement;
- 5.5. Any costs that exceed the Limit specified in Section 4 of this Agreement for specific covers;
- 5.6. Any costs that are recoverable under a guarantee or warranty;
- 5.7. Any improvements that are required to bring any covered systems up to current standards;
- 5.8. Any loss or damage resulting from lack of service/maintenance in accordance with applicable regulations or manufacturer's instructions;
- 5.9. Any repairs that are difficult or impossible to perform due to any design defects or inaccessibility;
- 5.10. Any damage incurred while our Authorised Contractor was gaining access to your Home, appliance or any equipment to affect emergency repairs;
- 5.11. Any claims where a repair/replacement is needed only due to changes in applicable legislation or health and safety guideline;

- 5.12. Any claims for damage or breakdown resulting from an accident or deliberate action as determined by the Company based on Authorised Contractor's reports as to how the damage arose;
- 5.13. Any parts that are neither selected nor supplied by the Company. Please note, provided compliance with any applicable regulations and local standards, our Authorised Contractors can fit an alternative part that you supply, but this part will not fall under our guarantees. Notwithstanding anything to the foregoing our Authorised Contractor is not under any obligation to fit alternative parts supplied by you for any claims relating to gas supply or central heating system;
- 5.14. Any claims relating to routine maintenance of items that are covered under this Service Agreement which are solely your responsibility;
- 5.15. Any events where we need to engage a specialist Authorised Contractor due to health and safety reasons, for example, to handle asbestos;
- 5.16. A loss that arose due to damage incurred while the Home was unoccupied for 30 or more consecutive days;
- 5.17. Any claims arising from subsidence, landslip or heave;
- 5.18. Any claims relating to interruption, failure or disconnection of mains gas, mains electricity or mains water to the Home;
- 5.19. Any claims arising from a negligent or willful act or omission or any other Third Party interference or faulty repairs which are not compliant with prevailing industry standards in the UK;
- 5.20. Any claims relating to work carried out by you or any contractor appointed by you without our prior approval;
- 5.21. Any claims for leaks that require us to trace and access the source during Home Emergency;
- 5.22. Any loss or damage caused as a direct or indirect result of war, invasion, an act of a foreign enemy, revolution, rebellion, insurrection, an act of terrorism, civil war, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or other similar hazardous properties or other similar force majeure events.

You understand and accept that this is not an exhaustive list of exclusions. You are advised to read this provision in conjunction with Section 4 that specifies claims that are not covered under each cover.

6. Home Emergency Service Requests

Please check your copy of this Service Agreement to confirm if your circumstances are covered by this Service Agreement before reporting any Home Emergency to the Company. You acknowledge and accept that this is not a maintenance service agreement and your day to day general maintenance is not covered by this Service Agreement. You understand and accept that:

- 6.1. Any gas leaks that occur outside the boundary of your Home are not covered under this Service Agreement;
- 6.2. Any major Home Emergencies which could result in any loss of life or serious injury to any person or damage to the Home should be immediately reported to the Company and/or appropriate public emergency services;
- 6.3. If you have opted for a monthly payment option under this Service Agreement, the Company will only consider any Home Emergency call out if all your monthly payments have been paid on time from the Start Date of this Service Agreement including the month in which you request the call out, and there are no amounts outstanding;
- 6.4. All Home Emergencies that fall within the ambit of this Service Agreement must be reported to our Support Centre within 24 hours of such Home Emergency arising. You shall not make any alternative arrangements to resolve the issue without prior authorisation from our Support Centre. You understand and accept that your claim will not be considered as a Home Emergency if you fail to report it to our Support Centre within 24 hours from the time when the issue first arose, and we will not reimburse you for any costs that you may incur to rectify the issue without prior approval from our Support Centre;
- 6.5. If our Support Centre is of the view that your Home Emergency (as described by you) falls within the ambit of this Service Agreement, our Support Centre will appoint an Authorised Contractor to visit your Home and resolve the Home Emergency unless:
 - 6.5.1. The weather conditions are too bad;
 - 6.5.2. There are industrial disputes;
 - 6.5.3. There is any failure in public transportation systems; or
 - 6.5.4. There are any other problems that prevent our Authorised Contractor from accessing your Home or otherwise making it impossible to render the Service.

Please note that our Support Centre and our Authorised Contractors will carefully assess the risks and exercise their reasonable discretion in determining when and how the repair should be undertaken. The Company

may delay or cancel any repairs without incurring any liability if carrying out such repairs poses health and safety risk.

6.6. Our Authorised Contractor will directly invoice us for all costs that are covered under this Service Agreement, and you shall not make any payments directly to the Authorised Contractor excluding:

6.6.1. Any excess applicable;

6.6.2. Call out charges in a case where there was no one present at the Home when our Authorised Contractor arrives;

6.6.3. Any additional costs incurred in fitting replacement parts or components of a superior specification than the original upon your request;

6.7. Scheduling, Repairs and Damages

6.7.1. Scheduling

When scheduling your appointment, we will confirm the time of your repair with you by either phone or by email, depending on your preferred mode of communication. We make our best effort to organise your repairs promptly without undue delay.

Rescheduling by the Consumer

If for any reason you would like to reschedule your repair, please notify us at least 24 hours before the scheduled repair time by calling our Support Centre at 0800 5 999 777. Your failure to notify us at least 24 hours prior to the scheduled repair time will incur a cancellation fee.

Rescheduling by the Company

The Company reserves the right to reschedule your repair appointment if our Authorised Contractor (who was appointed to carry out your repair) becomes ill or in the event of poor weather conditions. In such circumstances, we will make our best effort to inform you of the change in schedule as soon as practically possible, but you understand and accept that there may be occasions when we are unable to inform you of such change until the date of your repair.

6.7.2. Repairs

There may be instances when our Authorised Contractor may not be able to complete your repairs, such as:

6.7.2.1. When carrying out the repair would pose excessive health and safety risk such as that involved in the removal of asbestos;

6.7.2.2. When the subject matter of the repair is not compliant with applicable legal standards;

6.7.2.3. When the item that is the subject matter of repair has been recalled by the manufacturer; and

6.7.2.4. Any defects that result from any design faults.

6.7.3. Additional Work

During the course of performing your repairs, our Authorised Contractors may identify additional work that is needed to bring your Home up to current regulatory standards. You understand that such additional work will not be covered by this Service Agreement. If you decide to proceed with such additional work, you will be responsible for all costs associated with such additional work, including all cost of labour and parts. Please note, although you are not under any legal obligation to accept any recommendations for additional work as made by our Authorised Contractors, you will not be able to apply for any subsequent repairs under the Service Agreement until you have complied with those recommendations or your Home has been deemed to be compliant with current regulatory standards by another accredited engineer. We will not proceed with any such additional work without discussing the costs of additional repairs and a pricing structure with you.

6.7.4. Replacement

The Company reserves all rights to use any replacement parts sourced from third parties, manufacturers or their approved distributor ("supplier/s"). We will contact you to schedule your repair as soon as we receive the spare part from our supplier. We disclaim all liability for any loss, damage or inconvenience arising from or associated with any delay in sourcing any parts or components.

Although we work with suppliers who stock all the common spare parts required to perform most repairs, in the unlikely event the component required for your repair is not available at any of our suppliers, or if we have been informed that sourcing the component will take more than 28 days, you understand and accept that we will not be able to complete your repair. Please note, in the event we are unable to source a replacement part required to carry out your repair, our obligation will be deemed to have been fulfilled when our Authorised Contractor performs the temporary repair to resolve the emergency.

6.7.5. Damages

Although our Authorised Contractors make their best effort to avoid causing damage to your property, when performing your repairs, by

requesting our Service and agreeing to repairs you accept that repairs may lead to some damage to your property.

The Company/Authorised Contractors will fill any holes and reassemble any fittings and features as required, but you understand and accept that we are not under any obligation to replace or repair any damage arising from existing fault. Our liability for damage is limited to willful negligence.

7. Your Obligations

You must:

- 7.1. Provide us with correct and complete information regarding the repair/issue including but not limited to answering our questions, sharing information about any visual errors you have observed, when you first observed the issue, and whether you have previously attempted any repairs.
- 7.2. Provide our Authorised Contractors access to your Home and the item that requires repair. If our Authorised Contractor cannot access the item/your Home to effect any repairs, they are permitted to leave after obtaining confirmation of their attendance. In such cases, you will be required to pay a £30 attendance fee. Please note that if you have opted for a direct debit payment method, your account will be debited for the £30 attendance fee before we reschedule your repair appointment.

You understand and accept that our Authorised Contractors cannot perform any repairs that pose health and safety risk for them or if they are unable to access the item that needs repair. For any repairs that are required to be carried out in your loft, you agree to provide our Authorised Contractor access to the loft, including but not limited to, a fixed safe ladder, sufficient lighting and acceptable height and space to perform the repair.

- 7.3. Provide a suitable parking space for our Authorised Contractor to park their vehicle outside your Home during the scheduled repair appointment. In the event of paid parking, you shall cover all such parking charges incurred by our Authorised Contractor during your Home visit. Please note that our Authorised Contractors are authorised to leave without performing the repair if you refuse to pay the parking fees and you will incur a £30 attendance fee for such visits.
- 7.4. Obtain all necessary consent, permissions and authorisation from the property owner (if you do not own the Home) prior to scheduling repairs. You shall be solely responsible for any loss or damage incurred by you as a result of your failure to obtain necessary permissions.

8. Free Trial

The Company may offer the Home Emergency Service to you on an introductory free trial basis. Free trials are for a fixed period and will expire on the specified date regardless of whether you use the Service during the trial period or not. Your eligibility for the free trial is determined by the Company at its sole discretion. The Company may limit the eligibility to prevent any abuse of our free trial promotion.

The Company reserves the right to revoke your free trial and freeze your account if it determines that you are not eligible for a free trial. You will be requested to provide a valid payment method when you sign up for the free trial. Please note that your chosen payment method will be authorised for the full Membership Payment, according to your selected plan, at the time you sign up but your account will not be charged. At the end of the free trial period, we will charge your payment method for the full Membership Payment unless you cancel your membership before the end of the free trial period. If you are currently using our free trial, you can log in to “My Account” on our website and view our Membership Payment and free trial end date by clicking the “Service Contract” link.

You understand and accept that the Company uses free trials to increase its marketing reach; therefore, free trials may have some restrictions in combinations with other offers. You understand and accept that the free trial period is offered to you by the Company under this Service Agreement and by joining the free trial period you agree to abide by all applicable terms of this Service Agreement.

9. Payments

9.1. Excess

Whenever applicable, you will be responsible for making a non-refundable excess payment. You understand and accept that your claim will not progress until such time that you make your excess payment. Your refusal to make the excess payment will result in your claim being declined by the Company. Please note that your excess payment does not guarantee that a repair will be affected.

9.2. Security

Where our Support Centre determines that the reported issue is either a pre-existing or intermittent fault or where it is unclear whether the issue is covered under this Service Agreement, we may request you to pay a refundable security payment of £75. We will refund your full security payment provided our Authorised Contractor’s investigation reveals that the reported issue is covered under this Service Agreement.

9.3. One-off Repairs and Pay-on-use

In the event you experience an emergency that is not covered under this Service Agreement, we can arrange one-off repairs that can be performed by our Authorised Contractor upon your request. You understand that you shall

be solely responsible for the payment of all costs associated with such one-off repairs. For the avoidance of any doubt, this will not qualify as a claim under our Service Agreement. We will always discuss the cost of any one-off repairs with you and before performing any repairs. One-off repairs are only available to our Consumers. You will be required to make an initial payment of £75, and all other costs of repairs will be payable for you.

10. Cancellations and Renewals

10.1. Cancellation Period

If you wish to cancel this Service Agreement, please write to us at WeServe 247, 20-22 Wenlock Road, London, England, N1 7GU or call us on 0800 5 999 777 within 14 days from the Start Date of this Service Agreement as displayed on your copy of this Service Agreement or the date when you received your copy of the Service Agreement, whichever is earliest (hereinafter “**Cancellation Period**”).

Please note that we will not accept any cancellation requests submitted on your behalf by any third parties. All cancellation requests must be made either by you or your Consumer Representative. Subject to the provisions of this Service Agreement, we will refund the full Membership Payment made by you if you cancel this Service Agreement within the Cancellation Period. The Cancellation Period provided in this Service Agreement includes your statutory right to cancel this Service Agreement within 14 days from the date of purchase or the date when you receive your copy of the Service Agreement, whichever is earliest.

All claims submitted during the 14-day cancellation period are subject to a non-refundable £95 excess payment. Your claim will be declined if it is later discovered that the claim was for a fault that was either a pre-existing issue or an intermittent fault. In such events, we may offer you our Service on a Pay-on-use basis where you will be solely responsible for the full costs of such repairs, including any cost of labour and parts required to perform the repair.

Please note:

- 10.1.1. You will qualify to receive a full refund of your Membership Payment provided you cancel this Service Agreement within the Cancellation Period, and **you do not make any ‘eligible claim’** (claims where our Authorised Contractor visits your Home to perform any repairs). However, **if you do make an eligible claim**, you will not qualify for any refunds of your Membership Payment.
- 10.1.2. If you opt for an annual membership fee and you do not make any eligible claims, you will qualify to receive a full refund provided you cancel this Service Agreement within the Cancellation Period. However, if you cancel this Service Agreement outside of the cancellation period and you have made an eligible claim, you will

become liable for the payment of £120 “cancellation fee” excluding any value added tax.

10.1.3. You will always be responsible for payment for any services that are not covered by this Service Agreement.

10.2. Unless cancelled by you or the Company, upon receipt of your full Membership Payment, your Service Agreement will automatically renew for a subsequent term/protection period. If you have opted for our annual plan, your account will be automatically billed for the full annual Membership Payment. In the event of any changes in our Membership Payment that requires you to pay a higher amount than you were previously quoted, we will notify you prior to the renewal date of this Service Agreement. Your Membership Payment may be influenced by factors including but not limited to the frequency of your claims and inflation rate.

11. General Conditions

11.1. You may not assign any rights or obligations under this Service Agreement to any third party.

11.2. You agree to cooperate with the Company and our Authorised Contractor during the performance of repairs including providing access to your Home and items that need to be repaired such as moving the furniture and/or following our Authorised Contractor’s advice.

11.3. We reserve the right to cancel this Service Agreement if you provide us with false, misleading or inaccurate information or if you act in a dishonest or fraudulent manner to obtain a cover under this Service Agreement.

11.4. We reserve the right to record your phone calls to our Support Centre for quality assurance and training purposes.

11.5. You agree to take all reasonable care in maintaining your Home and equipment in good condition to prevent any loss or damage from misuse and negligence. You understand and accept that the Company reserves the right to decline any claims arising as a result of negligence and misuse.

11.6. **Fraud**
You shall act honestly in all your interaction with the Company, its Support Centre and Authorised Contractors. If you or your Consumer Representative makes any claim under this Service Agreement that is fraudulent/false or submits any information or document to the Company that is false/forged, the Company shall have the right to:

11.6.1. decline your claim without incurring any liability for your Home Emergency;

- 11.6.2. forward your details to the Police and fraud prevention agencies;
- 11.6.3. recover from you any costs paid from the initial Start Date of this Service Agreement.

12. Amendments

The Company reserves the right to change any provision of this Service Agreement and/or to cancel this Service Agreement. In the event we make any changes to the terms and conditions of this Service Agreement or where we make any changes to the Membership Payment, we will notify you of such change in advance. Where we make any changes that are effective immediately, we will update your My Account to reflect such changes. We may make changes for reasons including but not limited to:

- 12.1. To make changes to the wording of this Service Agreement that does not affect your rights or obligations;
- 12.2. To reflect any changes in the law including but not limited to tax rates;
- 12.3. To reflect any changes to the costs of providing the Service under this Service Agreement to you;
- 12.4. To cover any ancillary costs of providing our Services to you such as the cost of change in our systems/technology etc.

At our absolute sole discretion, we reserve the right to cancel this Service Agreement at any time without providing any reasons for our cancellation or prior notice to you.

13. Privacy

We are committed to protecting your privacy. We process all personal data in compliance with the Data Protection Act 2018. We may use your personal data to handle your claims, your membership, for recovering any debts, for training our staff, to fulfil our regulatory/legal obligations, to safeguard against any fraud and other similar purposes.

Sharing your personal data

We will only share your personal data with other individuals/entities when it is essential for fulfilling our obligations or when exercising our rights under this Service Agreement, for example, we will share your personal data such as your name, address and the repair required with our Authorised Contractor who performs the services on our behalf as well as communicating with the manufacturer to obtain any parts required for your repair. In addition to the foregoing, we may also share your personal data with third parties under the following circumstances:

- Merger and Acquisition
In the event we undergo a merger or acquisition, your personal data will be transferred to the new entity, and we will notify you of such occurrence in advance.
- Debt Collection
Please note that in the event you fail to make any payments due and payable to the Company, we reserve the right to transfer your debt to a third-party debt collection agency and your personal data will be shared with such third-party entity. Your personal data will be used for the recovery of our outstanding payments.
- Fraud Prevention
In accordance with the provisions of this Service Agreement, we may share your personal data with relevant fraud prevention and credit reference agencies.

Your Rights

You have the right to request us to stop processing your personal data for any direct marketing purposes, to receive a copy of personal data that we hold about you, to have any inaccurate personal data rectified, and to lodge a complaint with the Information Commissioner's Office.

Data Retention

We will not retain your personal data for longer than necessary. All personal data will be retained in accordance with our data retention policies.

14. Your Contracts

- 14.1. Special Categories of Personal Data
You hereby authorise and grant your express consent to the Company to transfer/share your personal data, including any personal data that falls within the definition of "special categories of personal data" as defined in Article 9 of the General Data Protection Regulation 2016/679 as and when required in accordance with the provisions of this Service Agreement.
- 14.2. If you ever need to discuss your Service Agreement with the Company, please contact our Support Centre or write to us at our registered Company address.
- 14.3. The Company will collect all Membership Payment from you in accordance with your instructions.
- 14.4. The Company will only amend the Terms and Conditions of this Service Agreement for reasons specified under the section titled "Amendments" in this Service Agreement or for legal/regulatory reasons. If you wish to cancel this Service Agreement, you may do in accordance with the section titled "Cancellations and Renewals" in this Service Agreement. In any case, you will

be notified of the status updates.

- 14.5. If in the future we enter into any agreement with any new underwriter(s) for any part or whole of this Service Agreement, we will notify you and provide you with any relevant information such as the details of any amendments to the terms and conditions of this Service Agreement.
- 14.6. Notwithstanding anything to the contrary, the Company will notify you, if in the future we transfer any part or whole administration of your Service Agreement to another entity to provide you with the details of such a new entity and to provide you information on any changes to the terms and conditions of this Service Agreement. You hereby authorise the Company to transfer your personal data, including special categories of personal data to such a new entity and consent to such new entity being able to offer the Service to you. You may withdraw your consent from this Service Agreement by writing to us at our registered Company address.

15. Complaints Procedure

Although we strive to maintain the highest professional and ethical standards in all our interactions with you, we understand that there may be circumstances in which you are not satisfied with our Service. In such circumstances, we would encourage you to reach out to us and allow us the opportunity to resolve the issue. Only the person who is named in your copy of the Service Agreement or Consumer's Representative can make a formal complaint using our online dispute resolution dashboard.

We strive to investigate and resolve all complaints as soon as practically possible. If we believe that your complaint requires more time, we will notify you of the same, and we will make our best effort to provide you with our final response within eight weeks from the time you initially made your complaint.

If you are dissatisfied with our response or if we have not responded to you within eight weeks, you may exercise your statutory right as a Consumer. You can learn more by contacting your local Trading Standards Service or Citizens Advice Bureau.

Alternative Dispute Resolution: Mediation

You may also request a referral to our Mediation Department, where our trained mediators will review your complaint afresh. Mediation is only offered upon Consumer's specific request. The mediation will be conducted by phone at a date and time agreed with the Consumer or the Consumer's representative and can only be carried out with either the person named on the Consumer's copy of this Service Agreement or the Consumer's Representative.

16. About WeServe 247 Service Agreement

As we are not an insurance company and we do not offer any insurance products, we are not registered with the Financial Conduct Authority. We only offer a servicing membership which enables us to offer great Service to our Consumers while keeping the costs of our services low.

17. Applicable Law

This Service Agreement shall be construed and governed in accordance with the laws of England and Wales. Both parties submit to the exclusive jurisdiction of courts of England and Wales to bring any claims and actions arising out of this Service Agreement unless the Consumer's Home is located in Scotland in which case the law of Scotland shall be applicable.

Contracts (Right of Third Parties) Act 1999

This Service Agreement is only enforceable by and between the Parties, and any person who is not a party to this contract has no right to enforce this agreement, under the Contracts Act 1999.

Data Protection Act 2018

All personal data processed by us will be processed in compliance with the Data Protection Act 2018.

18. Contacts

24 hour Home Emergency: 0800 5 999 777
(Please call within 24 hours of discovering the Home Emergency)

Support Centre: 0800 5 999 777
(Lines open all weekdays between 09:00 and 18:00)

Company Address: WeServe 247
20-22 Wenlock Road,
London,
England,
N1 7GU