

# Protect Terms and Conditions

These Terms & Conditions and your schedule form a fixed term contract between you and us. It includes sections which may not be applicable to you, so it's important to read it carefully with your schedule to understand what is included in your plan. Please contact us if you have questions or need to make any changes.

## Plan Overview

This plan keeps your home running and includes a range of services, which you can request at any time. We keep **domestic appliances** and **home technology** in good working order, and provide ongoing inspections, maintenance, repairs, end-of-life replacement, and upgrade options. We also restore **essential services** which can impact your health or security. Think of us like you would a landlord of a rental property – we look after the key facilities in your home. If something goes wrong, we fix it, subject to these terms.

This plan is a contract for services and not covered by insurance regulations or the Financial Services Compensation Scheme.

## Key Information

### What's Included

Your plan includes assets and essential services listed on the schedule.

More information can be found in each section about what is included.

The contribution limit of £1000 for Domestic Appliances & Home Technology, and £500 for any Essential Services request, is the maximum we will pay for any single incident. There is no limit to the number of requests that you can make.

### How to Request a Service

If you have a life-threatening emergency call 999 immediately.

For suspected gas leaks, call the National Gas Emergency Service.

If you have an issue with any asset or essential service listed on your schedule, contact our Helpdesk to report the problem.

Call us as soon as you need to make a request.

We will not be able to cover the costs of any work not authorised in advance.

We'll perform a security check, review your plan schedule, and take details of the issue.

We'll also perform technical checks to attempt to resolve problems by phone.

We may schedule an engineer to inspect or repair, or we may, at our option, choose to offer you a replacement.

If we choose a replacement, we may make a cash offer, or we may replace your asset directly.

If we replace your asset directly, we will always offer you a free brand new option or offer a contribution towards an upgrade if you prefer.

### Service Period

The service period begins on the start date and continues until the end date in the schedule, unless ended in accordance with these terms & conditions.

A 28-day exclusion period will apply in the first 12 months of your plan before you can request any services, unless you have provided evidence of previous cover in which case the exclusion period will be waived.

Services will be suspended if you miss a payment or if any details you have provided are incorrect, until any missing payments are repaid, or incorrect details are updated.

If you fail to comply with the conditions in this agreement, exposing us to potentially significant prejudice, we may immediately end your plan and any further services to you.

With or without fault on your part, we reserve the right to cancel your plan with 14 days' notice, providing a pro-rata refund for the remaining service period.

We will confirm any such cancellation by email or post to the last address you gave us.

### How to Cancel

If you wish to cancel your plan, you, or an authorised representative, must contact us by telephone, email, or in writing to us.

If you cancel a Direct Debit, but do not let us know, we will contact you to attempt to collect any missed payments.

You have the right to cancel within fourteen days of receiving your documentation and receive a full refund if no claims were made (the "cooling-off period").

After the cooling-off period, you must contact us giving at least thirty days' notice to end this agreement, and you will receive a pro-rata refund for the remainder of the service period. This will not apply if you have received any services from us, and a charge will be levied equivalent to any unpaid instalments for the remainder of the service period.

### How to Renew

We'll notify you by letter or email before your plan expires, outlining renewal terms, changes, or price increases.

A cooling-off period of fourteen days applies at renewal.

If we collect payments via Direct Debit or automatic card debiting we'll proceed with renewal unless you notify us at least seven days before expiry that you will not renew.

We may automatically renew your plan for twelve months following any addition of assets and essential services you make to your plan and following any replacement that you have received from us.

In this case, the cooling-off period will not apply.

We reserve the right not to offer you a renewal on your plan.

### How to Pay

Your schedule shows your payment details.

If you miss a payment your plan may be suspended until it's collected.

We will notify you of any overdue payments as they occur.

## Domestic Appliances

### What's Included

Unlimited requests during the service period for the assets listed on your schedule, including inspections, advice, maintenance, repairs, and the option of a free brand-new replacement or a discounted upgrade (if unrepairable).

Maintenance inspection of any washing machine, tumble dryer, cooker, oven, fridge, freezer, or dishwasher (including those not listed on your schedule). This service could be provided in person or virtually at a time of our choosing.

### What's Not Included

Repair or replacement of any assets that are still under manufacturer, supplier, or engineer guarantee, unless advised otherwise by us. Damage to glass or ceramic surfaces.

## Home Technology

### What's Included

Unlimited requests during the service period for the assets listed on your schedule including inspections, advice, repairs, and the option of a free brand-new replacement or a discounted upgrade (if unrepairable).

### What's Not Included

Repair or replacement of any assets that are still covered by a manufacturer, supplier, or engineer guarantee, unless advised otherwise by us.

Any problem with the supply of electricity, broadband or broadcast content.

## Essential Services

### Water Supply

#### What's Included

Callout and repairs due to leakage, collapse, or blockage of the mains water supply pipe from your home's main stopcock to either the public water supply pipe or a shared water supply pipe within your property's boundaries.

#### What's Not Included

Incidents where essential services are not interrupted, or, in our reasonable opinion, do not pose a risk to your health, or do not compromise the security of your home.

Repairs or replacement of: water supply pipes to detached outbuildings, garden features, or shared sections; frozen sections without visible leaks; lead pipes or external installations like soakaways; landscaping impacted by repairs.

### Plumbing

#### What's Included

Repair or replacement of: boiler; internal hot/cold water pipes to taps; cold water storage tanks; leaks from internal overflow pipes or toilet cisterns; central heating system failures; shower fixture leaks; toilet failures (if only one toilet in the home).

#### What's Not Included

Incidents where essential services are not interrupted, or, in our reasonable opinion, do not pose a risk to your health, or do not compromise the security of your home.

Repair or replacement of: external or shared plumbing; frozen sections without visible leaks; cylinders, heaters, radiators; underfloor heating, cosmetic or non-essential components; landscaping impacted by repairs.

## Drainage

### *What's Included*

Callout and repairs, including locating, unblocking, and repairing blockages in waste drainage pipes or rainwater drains within your property's boundaries.

### *What's Not Included*

Incidents where essential services are not interrupted, or, in our reasonable opinion, do not pose a risk to your health, or do not compromise the security of your home.

Repair or replacement of: soakaways, tanks, or shared sections; internal plumbing or landscaping; cosmetic or non-essential components.

## Gas Supply

### *What's Included*

Callout and repairs required due to a leak to the internal gas supply pipe between the meter and a gas appliance in your home.

### *What's Not Included*

Incidents where essential services are not interrupted, or, in our reasonable opinion, do not pose a risk to your health, or do not compromise the security of your home.

Leakage of gas from a gas appliance itself.

## Electricity Supply

Callout and repairs required due to failure of the electricity supply.

### *What's Not Included*

Incidents where essential services are not interrupted, or, in our reasonable opinion, do not pose a risk to your health, or do not compromise the security of your home.

Repair or replacement of: disconnection from the mains supply due to failure to pay for electricity; decorative items, security systems and external fittings; intermittent faults; the main user control board or any electrical fittings, sockets or switches.

## Pest Contamination

### *What's Included*

Callout and pest extermination and control required due to pest contamination in your home or any outbuildings, sheds, or garages within your property's boundaries.

### *What's Not Included*

Incidents which, in our reasonable opinion, do not pose a risk to your health, or do not compromise the security of your home.

Infestation by any pests or vermin other than brown rats, black rats, house mice, field mice, wasps, or hornets.

Repair or replacement of: any wall, partition or ceiling including wallpaper and paintwork; property structure, fixtures or fittings; any damage caused.

Infestation caused by your failure to take reasonable preventative measures.

## Keys & Locks

### *What's Included*

The cost of replacing the lock and/or keys to the sole external door of your home where: you are unable to gain entry to your home other than using force.

To claim replacement, you must first report any theft to the police and obtain a crime reference number.

### *What's Not Included*

Incidents which, in our reasonable opinion, do not pose a risk to your health, or do not compromise the security of your home.

Repair or replacement of walls, partitions, property structure, or doors.

If you are unable or unwilling to provide us with the documentation requested.

## Windows

### *What's Included*

The replacement of broken or cracked glass in any window in your home by glass conforming with BS6206 or BS6262 if this can be undertaken during the same callout.

A temporary repair using boarding or similar material if the glass in the window contains alarm foil, lettering, painting, embossing, silvering, or other ornamental work; or the replacement of the glass cannot be undertaken during the same callout.

### *What's Not Included*

Incidents which, in our reasonable opinion, do not pose a risk to your health, or do not compromise the security of your home.

Criminal damage which has not been reported to the police and where no crime reference number has been obtained.

Damage in parts of the building to which the public has access or access is shared with residents of the building other than you or your immediate family.

Damage over two storeys above ground level which requires external access.

The incorporation of any alarm foil, lettering, painting, embossing, silvering, or other ornamental work in any replacement glass.

The making good of any damage to the frames or framework of the windows.

The cost of replacing the fixtures or fittings of any broken or cracked windows.

## Alternative Accommodation

### *What's Included*

If your home is unfit for occupation and, in our reasonable opinion, is likely to remain unfit for occupation for a period of more than forty-eight hours because of an incident included in the plan, we will reimburse you for hotel costs for you and any family who would otherwise be staying overnight in your home if we pre-approve each 24-hour period.

We will only reimburse you for the standard room charge for one double room for each 24-hour period (up to three consecutive nights).

### *What's Not Included*

Incidents which, in our reasonable opinion, do not pose a risk to your health, or do not compromise the security of your home.

Charges payable in addition to the standard room charge are not included.

## Definitions

**Asset** means any equipment, fixture or fitting included in the plan.

**Boiler** means a gas-fired domestic boiler (excluding Liquid Petroleum Gas and propane) not exceeding 60 kw/hr output, including essential components.

**Callout** means a visit by an approved engineer to your property.

**End-of-life** means the cost to repair exceeds replacement value, or damaged beyond repair, or spare parts are unavailable (as determined by us).

**Engineer** means any person or company approved by us to provide services.

**Essential services** means the supply of gas, electricity, plumbing or drainage.

**Normal maintenance** means the regular performance of tasks to prevent equipment or systems from failing.

**Plan** means these Terms & Conditions and your schedule.

**Repair** means any repair, including labour and materials, to restore good working order.

**Schedule** means the personalised section of your plan documents.

**Service** means any service provided including inspection, advice, maintenance, repair, or replacement.

**Shared** means used jointly by neighbours or residents other than your immediate family.

**We/us/our** means the provider of this agreement.

**You/your** means the party named on the schedule.

## General Conditions

These conditions apply to all services described in this document.

### Our Contract with You

Our acceptance of your application to purchase a plan will take place when we send your plan documents, at which point a contract will exist between you and us.

Our liability for each individual incident is limited to the contribution limit.

The price of the plan will be the price stated in your welcome letter. We take reasonable care to ensure the price advised to you is correct.

If you pay the fees by Direct Debit, you must make regular payments in accordance with your schedule. If we are unable to collect a payment from your bank, we may attempt to request it again unless you advise us otherwise.

When you have paid the fees by Direct Debit for the payments shown in the schedule, if the service period has not yet expired, no further payment will be taken for the remainder of the period, unless and until your plan is renewed for a further period.

If you choose to pay all fees for the period in advance in one payment, or we require you to do so as a condition of taking out the plan, you must pay this amount before the plan starts.

## Your Responsibilities

Your claim may not be accepted, and you may not be reimbursed for costs incurred if you do not fulfil these responsibilities. Charges may apply if we are unable to perform services due to inaccessible or unsafe conditions, or if no fault is found.

### You must:

- Be at least 18 years old and a resident in the United Kingdom.
- Ensure any assets and essential services are in working order at the start date of the plan.
- Perform normal maintenance according to manufacturer instructions.
- Ensure installation and usage is according to manufacturer instructions.
- Take reasonable preventative measures when leaving your home unattended.
- Ensure any assets and essential services are exclusively for domestic purposes, for a single household, and at the specified address.
- Ensure that any asset meets safety standards and is easy to access.
- Notify us of, and provide certificates for, any work to make assets safe and easy to access.
- Ensure that content stored on any asset does not violate legal standards.
- Report any issues promptly, providing necessary information.
- Grant timely access to your premises for service.
- Adhere to specified payment timelines.
- Dispose of any asset at your own cost if you have accepted a replacement.
- Pay for delivery and installation charges if you have accepted a replacement.
- Gain approval from us in advance if using your own engineer.
- Have your plan documents to hand when the engineer arrives.

### General Exclusions

The following are not included in this plan:

- Any asset or essential service not listed on your schedule.
- Any asset covered by manufacturer, supplier or engineer guarantee.
- Replacement or recall of an asset (or any part) by a supplier or manufacturer.
- Repairs, maintenance, or use of spare parts, where not approved by us.
- Repairs not undertaken during the callout, or second opinions on repairs.
- Damage during delivery or installation unless caused by us or our partners.
- Faulty installation or work that is required to ensure safe access.
- Modifying or making an asset comply with legislation.
- Any incidental costs other than those specified.
- Cosmetic damage such as damage to paintwork, dents or scratches.
- Consumables which are readily available or non-essential.
- Screen repairs, marks on the screen, or burned screens.
- Costs related to analogue transmission, software interface problems, satellite or cable systems, or gaining access to cables.
- Damage to assets caused by mains utility failures.
- Steel, lead, or iron pipes.
- Issues discovered after your home is unoccupied for 30 days.
- Callouts where no fault is found or intermittent or recurring faults.
- Damage relating to defective parts due to design faults or wear and tear.
- Subsequent callouts if previous recommended repairs weren't completed.
- Any issue arising before the service period or while your plan is suspended.
- Pollution-related damages, damages due to hard water scale, or asbestos removal costs.

## Changes to these Terms and Conditions

We can, at any time and after taking a fair and reasonable view, modify or replace these terms and conditions to: comply with the law, regulations, industry guidance or codes of practice; rectify errors or ambiguities; and make changes in the scope or nature of the services provided to you. Where possible, we will give you advance notice of proposed changes and/or an opportunity to cancel if you disagree with the changes.

### Transferring Your Plan to a New Owner

This plan is only for your benefit. No rights or benefits will be given to any other third party under the plan. With our permission you may transfer your plan to a new owner by giving us their name and contact details over the telephone or in writing.

### Severance

Each of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

## 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 the Citizens Advice Bureau.

### How to Contact Helpdesk

You can reach our Helpdesk by phone, email, via our website, or by writing to us, using the details provided on the schedule. Calls may be recorded and monitored for quality and training purposes.

### How to Complain

If you wish to complain, please contact Helpdesk. If you are not satisfied with how we respond you can ask your local Trading Standards office to review your case. Their details can be found on the website of the Chartered Trading Standards Institute (CTSI).

### Protecting Your Personal Data

We are the Data Controller for the data you provide to us. We need to use your data to arrange your plan and associated products and for marketing purposes. Please let us know if you would prefer not to receive marketing information from us.

You are obliged to provide information without which we will be unable to provide a service to you. We may pass your data to other organisations, such as auditors, external consultants, credit providers, banks, financial transaction processors, crime and fraud prevention agencies & databases and regulators.

We process all data in the UK but when we need to disclose data to parties outside the European Economic Area (EEA) we will take reasonable steps to ensure your data privacy.

To protect our legal position, we will retain your data for a minimum of 7 years after the expiry of your plan. Our full privacy policy is available on our website.

We have a Data Protection regime in place to oversee the effective and secure processing of your data. You can request copies of the data we hold, have it corrected, sent to a third party or deleted (subject to our need to hold data for legal reasons). If you wish to complain about how we've handled your data, you can contact us and we will investigate the matter.

If you are not satisfied with our response or believe we are processing your data incorrectly you can write to: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, or by phoning 0303 123 1113.

### Company Information

This plan is provided by Zest Plan, a trading name of Home Appliance Guard Ltd. Registered in England and Wales. Company No. 05927936. Registered office: 3 Poole Road, Bournemouth, BH2 5QJ.

## 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.**

## 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, we will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request us to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit by us or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.

If you receive a refund you are not entitled to, you must pay it back when we ask you 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.