Welcome and thank you for choosing us

This Policy Booklet gives details of the Product you have chosen. We want you to be sure the Product is appropriate for your needs so please carefully read this Policy Booklet, which includes the terms and conditions, together with the Confirmation of Sale Letter (or Renewal Letter as applicable) and Insurance Product Information Document, as these form the basis of your Agreement with us.

About our Products 4
Definitions and explanation 4
Your cover – what’s included? 8
Breakdown Contract 10
General conditions 13
General exclusions and limitations 14
Complaints 16
Legal 17
Personal information 18
Ending your policy 20
Cancellation form 22
Telephone numbers and contact details 23
About our Products

Your Product covers you for repairs in the event of a Breakdown.

The Breakdown Contract

Your Product provides cover for Breakdowns and is:

- an insurance contract underwritten by AmTrust Europe Limited
- regulated by the Financial Conduct Authority
- sold, arranged and administered by SSE Home Services Limited

Definitions and explanation

This section provides an explanation of the meaning of the terms used throughout this Policy Booklet.

“Agreement”: this Policy Booklet (which includes the terms of your Breakdown Contract), your Confirmation of Sale Letter (or Renewal Letter as applicable) and Insurance Product Information Document for the Products you have with us;

“AmTrust Group”: AmTrust Europe Limited and any company which is a holding company and/or subsidiary of AmTrust Europe Limited and any company which is a subsidiary of such holding company, where the terms “holding company” and “subsidiary” are defined in Section 1159 of the Companies Act 2006 as updated from time to time;

“Beyond Repair”: when the cost of parts required to repair your boiler exceeds its current value based on age and condition; or where parts are no longer readily available from our suppliers, regardless of the age of your boiler. The age of your boiler will be determined reasonably by us or relevant paperwork supplied by you;

“Boiler and Controls”: the boiler and all components within the boiler casing, on/off programmer and timer (including internet enabled heating controls), room thermostats, cylinder thermostat, central heating pumps, motorised valves and frost thermostats;
“Breakdown”: The internal failure or burning out of any component part of your System whilst in ordinary use necessitating repair or replacement before it can resume normal operation;

“Breakdown Contract”: your Product protects you in case of a Breakdown in accordance with this Agreement. This is an insurance contract underwritten by AmTrust Europe Limited and regulated by the Financial Conduct Authority;

“Business Day”: Monday to Friday 9am to 5pm (other than Christmas Day, Boxing Day, 1st and 2nd January);

“Cancellation Period”: the 18 calendar day period in which to cancel your Product, with no penalty, from your Product Start Date or Renewal Product Start Date;

“Central Heating System”: (i) everything included under Boiler and Controls, and (ii) water circulating pumps and interlocks, hot water flow and return lines (pipe work), radiators, thermostatic radiator valve (TRVs), hot water cylinder, expansion tank, system bypass valve, zone valves, zone switches and gas supply pipework inside your Property between your meter and boiler only. It also includes any essential components required for the operation of the System, e.g. magnetic/System filter, condensate pump or trace heating kit;

“Claim”: your request to attend a Breakdown which is covered by your Breakdown Contract and the action taken by our Engineers in accordance with this Agreement;

“Claims Freeze Period”: the period of 18 days from the Product Start Date where no Claim can be made by you;

“Commercial Property”: a property that is used for commercial, retail or any other business purposes and includes Bedsits, B&B’s and sub-divided homes;

“Confirmation of Sale Letter”: the letter which confirms the information about your chosen Product and price;

“Contract Year”: 12 months from your Product Start Date and each subsequent 12 month period thereafter where you choose to renew;

“Emergency”: where there is an uncontrollable water leak or where we determine there is an immediate risk to the Property and/or safety of the Property occupants;

“Engineer”: a Gas Safe registered engineer or suitably qualified electrician employed by us or appointed by us to act on our behalf;

“Excess”: the amount of £90 (ninety pounds sterling) which is payable by you for each Claim. This must be paid before an Engineer will come to your Property;

“Gas Products”: (i) SSE Boiler Breakdown Cover; and (ii) SSE Heating Breakdown Cover;

“Insurance Product Information Document” or “IPID”: a short summary of the policy containing key information for you to make an informed decision about the Product. The IPID is presented in a standardised format;
“Insurer”: AmTrust Europe Limited registered in England and Wales under number 01229676. Registered office: 10th Floor, Market Square House, St James’s Street, Nottingham, NG1 6FG. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The financial services registration number is 202189. These details can be checked on the financial services register at www.fca.gov.uk or by contacting the Financial Conduct Authority on 0800 111 6768;

“No Access”: where our Engineer is unable to gain access to your Property for your appointment.

“Pre-Existing Fault or System Deficiency”: a fault or system deficiency which, in our reasonable opinion, existed prior to your Product Start Date;

“Product”: the Product that you have chosen, as confirmed to you in the Confirmation of Sale Letter (or Renewal Letter as applicable) and your IPID;

“Product Start Date”: for (i) online web sales is the next Business Day and (ii) for telephone sales is the date agreed during your sales conversation with us. The Product Start Date will be confirmed to you in your Confirmation of Sale Letter;

“Property”: the domestic property where the System is situated as confirmed in the Confirmation of Sale Letter (or Renewal Letter as applicable);

“Renewal Letter”: the letter which confirms your Renewal Product Start Date and the information about your renewal Product and price;

“Renewal Product Start Date”: is the start date of your renewal contract which we will confirm to you in your Renewal Letter. This will usually be each 12 month anniversary of the Product Start Date where you choose to renew;

“SSE Group”: SSE plc (a company registered in Scotland under Company Number SC117119 whose registered address is Inveralmond House, 200 Dunkeld Road, Perth PH1 3AQ) authorised and regulated by the Financial Conduct Authority, reference number 620047 and any company which is a holding company and/or subsidiary of SSE plc and any company which is a subsidiary of such holding company, where the terms “holding company” and “subsidiary” are defined in Section 1159 of the Companies Act 2006 as updated from time to time;

“System”: depending on your Product this means, the Boiler and Controls or the Central Heating System, as appropriate;

“we” “us” or “our”: SSE Home Services Limited, a company registered in Scotland with Company Number: SC292102 (and/or its permitted successor and assignees). Registered office: Inveralmond House, 200 Dunkeld Road, Perth PH1 3AQ. Authorised and regulated by the Financial Conduct Authority, reference number 695476. Registered VAT number 273 5360 01;

“you” or “your”: you, the customer who has entered into this Agreement and whose name is confirmed in the Confirmation of Sale Letter (or Renewal Letter as applicable).
Your cover - what’s included?
See the table below to see what’s included when you choose SSE Boiler Breakdown Cover or SSE Heating Breakdown Cover.

<table>
<thead>
<tr>
<th></th>
<th>Boiler Breakdown</th>
<th>Heating Breakdown</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Boiler</td>
<td>✓</td>
</tr>
<tr>
<td>2</td>
<td>Circulating pumps</td>
<td>✓</td>
</tr>
<tr>
<td>3</td>
<td>Flow and return lines (pipe work)</td>
<td>✓</td>
</tr>
<tr>
<td>4</td>
<td>Radiators</td>
<td>✓</td>
</tr>
<tr>
<td>5</td>
<td>Thermostatic radiator valves (TRVs) / Radiator valves</td>
<td>✓</td>
</tr>
<tr>
<td>6</td>
<td>Hot water cylinder</td>
<td>✓</td>
</tr>
<tr>
<td>7</td>
<td>Expansion tank</td>
<td>✓</td>
</tr>
<tr>
<td>8</td>
<td>Programmer and timer</td>
<td>✓</td>
</tr>
<tr>
<td>9</td>
<td>Room thermostat</td>
<td>✓</td>
</tr>
<tr>
<td>10</td>
<td>Cylinder thermostat</td>
<td>✓</td>
</tr>
<tr>
<td>11</td>
<td>System bypass valve</td>
<td>✓</td>
</tr>
<tr>
<td>12</td>
<td>Zone valves</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Frost/pipe thermostats</td>
<td>✓</td>
</tr>
</tbody>
</table>
Breakdown Contract

The Policy Booklet contains details of the features of your Product that are covered by the Breakdown Contract which is part of your Agreement.

Your Breakdown Contract is an insurance contract between you and AmTrust Europe Limited. It is regulated by the Financial Conduct Authority. It is sold, arranged and administered by SSE Home Services Limited.

Your Breakdown Contract confirms that in accordance with the authorisation granted under a contract between SSE Home Services Limited and AmTrust Europe Limited and in return for payment of the premium, Amtrust Europe Limited agree to insure you against the cost of repair if you suffer a Breakdown in accordance with this Agreement.
SSE Boiler Breakdown Cover

This Product is designed to meet the needs of a property owner who wants to protect their Boiler and Controls against Breakdowns.

Features and benefits:

• Breakdown protection for a single Boiler and Controls
• Repairs to your single Boiler
• Repairs or replacement of:
  • Time and Temperature Controls
  • Frost/ Pipe Thermostats
  • Circulators/ Pumps
  • 2 and 3 Port Water Divertor Valves
  • Printed Circuit Boards
  • Heat Exchangers
• Parts, labour and unlimited call-outs
• A £250 payment when your boiler is Beyond Repair and you arrange for a new one to be installed
• 24/7 help line
• 24/7 call-outs for Emergency repairs

Key exclusions and limitations:

• Initial inspection or annual service of your System
• Boilers greater than 70KW
• Boilers in a Commercial Property
• Repairs and or System flushes required as a consequence of sludge, limescale or corrosion
• Work required to upgrade or bring your System to a suitable standard for cover or to meet current legislation and industry standards (for example the Gas Safety Regulations)
• Pre-Existing Faults or System Deficiencies
• Underfloor heating systems or any associated specialist controls
• Problems caused by blocked/frozen condensate pipework
• Liquefied petroleum gas (LPG), oil, renewable heat source and electrical heating systems

Please refer to page 13 onwards for general conditions and exclusions.
SSE Heating Breakdown Cover

This Product is designed to meet the needs of a property owner who wants to protect their Boiler and Controls and Central Heating System against Breakdowns.

Features and benefits:

Repairs to your Central Heating System, including:

- Everything included under SSE Boiler Breakdown Cover
- Repairs or replacement of:
  - Radiator Supply Pipework (from Central Heating Boiler)
  - Standard Radiators and their Standard or Thermostatic Valves
  - System By-Pass Devices
  - Central Heating/Hot Water Storage Tanks and Cylinders
  - Condensate Pumps and Trace Heating Kits

Key exclusions and limitations:

- Everything excluded and limited under SSE Boiler Breakdown Cover
- Designer or non-standard radiators, such as towel rail radiators, which will be replaced with a standard panel radiator
- Electric immersion heaters

Please refer to page 13 onwards for general conditions and exclusions

Excess

A £90 Excess is payable for each Claim on SSE Boiler Breakdown Cover and SSE Heating Breakdown Cover.
General conditions

This section contains further information about your Product and any general limitations and exclusions that apply.

1. PRODUCT START DATE AND DURATION

1.1 Your Product will start on your Product Start Date as confirmed in your Confirmation of Sale Letter. Your Agreement is for 12 months from the Product Start Date or Renewal Product Start Date if you choose to renew.

2. PAYMENT

2.1 Your price is confirmed to you in your Confirmation of Sale Letter (or Renewal Letter as applicable). If you fail to make payments when due, we reserve the right to suspend your Product until you pay us the unpaid amounts or terminate this Agreement and charge you in accordance with clause 14.2.

2.2 The price you pay in the first year is standardised and if you choose to renew, from your Renewal Product Start Date onwards will be calculated in accordance with clause 5.2.

2.3 We may need to vary the price from time to time if there is a change to the applicable rate of tax or a charge is imposed by the government or any applicable regulatory body on the Product. If the price is varied by this clause 2.3, then you agree to us doing this.

3. UPGRADE WORK

3.1 During a visit to your Property, we may identify upgrade work required to bring your System up to our standards for this Agreement. Any such upgrade work performed by us will be chargeable and is not included in the price of your Product or under this Agreement.

3.2 If you decline to undertake any upgrade work identified, we will either exclude the relevant System parts from this Agreement until the upgrade work has been completed to our satisfaction, or we will terminate this Agreement.

3.3 Any repairs required as a consequence of/or on excluded System parts, including if this work is required to repair an associated fault, will be chargeable and is not included in the price of your Product.

4. APPOINTMENTS

4.1 Where we consider a Claim is an Emergency, we will respond as soon as possible. All other Claims will be scheduled for our core working hours. Core working hours are between 8am and 8pm Monday to Friday and 8am to 2pm on a Saturday (excluding public holidays).

5. RENEWALS

5.1 We will write to you at least fourteen (14) days before your Agreement is due for renewal to let you know about any changes to your Agreement including changes to your price.

5.2 We use an automated calculation to enable us to make a fair and reasonable decision on what pricing we can offer you based on the cost of maintaining your boiler. We will consider:

a) your boiler make and model;

b) the length of time you have had cover;
c) your geographical location;
d) your claim history and;
e) whether non-standard system parts are required (including thermal store and unvented cylinders)

5.3. Subject to clause 5.6, if you pay by direct debit, credit/debit card we will automatically renew your Agreement each Contract Year unless you tell us before the Renewal Product Start Date that you do not want to renew.

5.4. If for any reason we are unable to take a payment for renewal then you will no longer be covered until we receive payment.

5.5. We may choose to change the Insurer providing the Breakdown Contract. In the event this happens, we will notify you and (other than the change to the Insurer) we will use reasonable endeavours to ensure this does not affect your rights under this Agreement.

5.6. We reserve the right to not allow you to renew your contract. If we do this then we will let you know at least fourteen (14) days before your Agreement is due to end.

6. GENERAL EXCLUSIONS AND LIMITATIONS

6.1. When undertaking Claims, we may charge for work required to gain access to your System if it is built into the fabric of your Property. This includes, but is not limited to, pipes buried in walls or floors. Alternatively, we may ask you to have this work completed by a third party.

6.2. We will charge for or decline to perform work required to remove asbestos.

6.3. We will decline to perform work in areas which, in our reasonable opinion, are unsafe, including, but not limited to, unfloored loft areas.

6.4. Any parts we replace will be to a standard specification. If you request replacement parts which are to a higher specification, a charge will be applied for the incremental cost of these parts and for labour costs if an extra visit is required to fit these parts.

6.5. For new customers, we do not cover any models for the following brands of boiler: Servowarm; Chaffoteaux; or Ferroli.

Additionally, we do not cover the Ideal Istore boiler or any thermal store products made by Gledhill.

6.6. This Agreement does not cover:
(a) repairs required due to System design faults, Pre-existing Faults or System Deficiencies or manufacturer design faults;
(b) repairs that are required as a consequence of your own, or a third party’s misuse, wilful damage, negligence or poor workmanship;
(c) repairs undertaken by a third party and not instructed by us;
(d) repairs required as a consequence of damage by pets and/or vermin;
(e) faults caused by changes, loss or fluctuation to utility supplies (electricity, gas or water), floods, storms, freezing, lightning, explosion, subsidence, or any other structural changes;
(f) redecoration and replacement or repair of any floor coverings or fixtures and fittings;
(g) any work on pipework and electricals serving swimming pools or garden features;
(h) the internet connection or any internet connected devices used to control internet connected heating controls (for example, your smart phone or tablet);
(i) loss, damage or liability arising from
pollution or contamination;
(j) any damage deliberately caused by or arising from a criminal act committed by you or by any other person;
(k) any claim resulting from terrorism, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind;
(l) any claim directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
(m) any claim resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
(n) any compensation claim for any delays in repairing your System if the reason for the delay is due to severe weather conditions, which will be determined by us, acting reasonably.

6.7. This Agreement covers one boiler per Property. Properties with more than one boiler will require a separate Agreement for each additional boiler.

6.8. Only Central Heating Systems which comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended from time to time), the relevant manufacturer’s instructions and the relevant British Standards will be covered by this Agreement.

6.9. We may charge for work required to rectify blockages or remove airlocks.

6.10. This Agreement excludes:
(a) Combined cooking/heating appliances and/or individual gas space heaters such as gas fires, flued wall heaters and flueless heaters:
(b) Systems which have two or more different fuel type heat sources connected to the same Central Heating System;
(c) Repairing or replacing flues that are not part of the boiler or which are over 1 metre in length. This Agreement only covers the cost of standard flue kits supplied with the appliance. Where flues are covered by this Agreement, the cost of any specialist equipment and/or labour required to access and/or undertake work to these flues will be chargeable;
(d) Repairing or replacing parts that do not affect the functionality of the System;
(e) The servicing, maintenance or certification of flueless space heaters;
(f) Weather compensators or any specialist controls associated with it; and
(g) Systems containing a gas boiler and a gas range (e.g. Aga or Rayburn) connected to the same Central Heating System.

6.11. We may be unable to repair your System if it is not suitable for our cover, and/or charge you for any repairs which are due to a Pre-Existing Fault or System Deficiency.

7. CLAIMS AND EXCESS

7.1. You acknowledge and agree that you cannot make a claim during the Claims Freeze Period.

7.2. There is no limit on the number of Claims you may make during the course of this Agreement.

7.3. The repairs covered by this Agreement will depend on the type of Product you have chosen.

7.4. As the Products have an Excess, a charge is payable for each new Claim and this must be
paid before an Engineer will come to your Property. Only one Excess shall be payable in relation to each Claim. An Engineer will determine (acting reasonably) whether a fault is related to any of our recent repairs or work, and if this is the case we will refund the Excess to you.

7.5. If your Claim is in any way dishonest or exaggerated, we will not pay any benefit in relation to the fraudulent act or Claim under this Agreement. We may cancel your Agreement immediately and backdate the cancellation to the date of the fraudulent action. We may also take legal action against you and notify the police.

8. NOT SUITABLE FOR COVER

8.1. If we identify that your System is not suitable for our Products in accordance with clause 6, our Engineer will advise you of this at your appointment.

8.1.1. If you have not had previous works completed under this Agreement, we will terminate this Agreement and refund you any premiums and Excess payments that we have received from you in your current Contract Year. You will not be responsible for any further payments to us under this Agreement.

8.1.2. If you have had previous works completed under this Agreement, we will terminate this Agreement and we will not refund you any premiums and Excess payments that we have received from you in your current Contract Year with the exception that we will refund you the Excess you have paid for the most recent Engineer visit that identified the system as Beyond Repair. We will also provide you with £250 (two hundred and fifty pounds sterling) payment once proof of a new boiler being installed has been provided to us within 60 days of our Engineer visit.

9. BEYOND REPAIR

9.1. If we identify, acting reasonably, that your System is Beyond Repair, our Engineer will advise you of this at your appointment.

9.1.1. If you have not had previous works completed under this Agreement, we will terminate this Agreement and refund you any premiums and Excess payments that we have received from you in your current Contract Year. We will also provide you with a £250 (two hundred and fifty pounds sterling) payment once proof of a new boiler being installed has been provided to us within 60 days of our Engineer visit.

9.1.2. If you have had previous works completed under this Agreement, we will terminate this Agreement and we will not refund you any premiums and Excess payments that we have received from you in your current Contract Year with the exception that we will refund you the Excess you have paid for the most recent Engineer visit that identified the system as Beyond Repair. We will also provide you with £250 (two hundred and fifty pounds sterling) payment once proof of a new boiler being installed has been provided to us within 60 days of our Engineer visit.

9.2. Clauses 9.1.1 and 9.1.2 shall survive termination of this Agreement for a period of up to 60 calendar days.

10. COMPLAINTS

10.1. We are committed to offering excellent customer service. However, we recognise that things do sometimes go wrong. If you feel something has gone wrong and you wish to complain please

Telephone us on:
0345 076 7646 (Monday to Friday, 08:00 to 20:00 and Saturdays, 08:00 to 14:00)

Or write to us at:
Home Services
PO Box 7612
Perth
PH2 1FZ

Or email us at:
HomeServicesComplaints@sse.com
We’ll do our best to resolve the complaint fairly. Once we have completed our investigation, we will provide a final response. Alternatively, at any stage, you have the right to contact the Financial Ombudsman Service if your complaint relates to the Breakdown Contract.

10.2. The Financial Ombudsman Service can review complaints from ‘eligible complainants’ which includes private individuals and sole traders and small partnerships with a yearly turnover of less than £1 million.

Further information can be found at: http://www.financial-ombudsman.org.uk/default.htm

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

By telephone on: 0800 023 4567 or 0300 123 9123

By e-mail: complaint.info@financial-ombudsman.org.uk

10.3. If you purchased your product online, you also have the option to visit the European Commission’s online dispute resolution platform which will help route your query or concern to us and/or the relevant ombudsman and may assist to resolve complaints.

10.4. This complaints procedure does not affect any legal right you have to take action against us.

11. COMPENSATION

11.1 SSE Home Service Limited and the Insurer are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet the obligations of your Breakdown Contract. General insurance is covered for 90% of the Claim, without any upper limit. You can get more information about the compensation scheme from the FSCS at www.fscs.org.uk or by telephoning 0800 678 1100.

11.2. We will not pay you any compensation for any loss you suffer or incur in connection with any time you have had to take off from your employment in order to facilitate an appointment (including a missed appointment or No Access visit) associated with the services or Products.

11.3. We will not pay you any compensation for any costs you incur in connection with your boiler not working, for example where you use electric heaters.

12. LEGAL

12.1. This Agreement and the Products are only suitable for home owners. This means that if you are a tenant, you are not eligible for the Products.

12.2. If you are a landlord then you agree that you are not permitted to re-sell the Product to anyone, including to a tenant.

12.3. We may assign or transfer all, or any part of our rights and subcontract any of our obligations under this Agreement without your consent provided that the transferee holds the applicable industry registration, where necessary. Your rights under this Agreement will not be affected.

12.4. We will always communicate with you (including our terms and conditions) in English.

12.5. We may vary the terms and conditions of this Agreement at any time. If we vary the terms and conditions to your material disadvantage, we will notify you of such variations and the date on which they will start by providing you with thirty (30) days notice of this.
us that you are cancelling this Agreement in response to our notice under this clause 12.5, then such variations shall not be effective in respect of your Agreement. You will not have to pay a termination charge and we will refund any payments you have made in advance. Otherwise the new terms and conditions will apply commencing on the notified date.

12.6. Any delay on your or our part in enforcing any term of this Agreement will not prevent either of us from enforcing that term later.

12.7. We do not limit our liability for death or personal injury caused by our negligence. This is a consumer contract so we are not responsible for any business losses.

12.8. Otherwise we will only be responsible for any loss or damage which is a foreseeable result of our breaching this Agreement or our failing to use reasonable care and skill. Our maximum liability arising out of this Agreement is limited up to £100,000 in any Contract Year. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.9. Notices required under this Agreement will be in writing and delivered by hand, sent by post or e-mail (where provided and permitted). We will send notices to your billing address or your e-mail address. We will assume you have received the notice 3 Business Days after we have sent it unless we receive evidence to the contrary. Unless otherwise stated in this Agreement, please send postal notice(s) to: SSE Home Services Limited, Inveralmond House, 200 Dunkeld Road, Perth, PH1 3AQ, or email us at home.services@sse.com

12.10. If any part of this Agreement is not permitted or is held to be ineffective by any court of law or other regulatory or competent body this will not affect any other part of this Agreement.

12.11. If your boiler, appliance or System is covered by a third party warranty, it’s your responsibility to make sure that any work we do doesn’t affect that warranty.

12.12. If our supply of the Product is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end this Agreement and receive a refund for any Products you have paid for but not received.

12.13. We are under a legal duty to supply Products that are in conformity with this Agreement. Nothing in this Agreement will affect your statutory legal rights.

12.14. This Agreement and any disputes arising from it shall be governed by either the laws of England and Wales in the exclusive jurisdiction of the Courts of England and Wales if the Property is in England or Wales; or the laws of Scotland in the exclusive jurisdiction of the Scottish Courts if the Property is in Scotland.

13. PERSONAL INFORMATION

This section explains how we use the information we collect about you when you buy our Products under this Agreement. We will tell you if we significantly change the information we ask for or the way we use it. If you would like more details about the way we use your personal information, please see our privacy notice available at https://www.sse.co.uk/about-us/legal/privacy-policy. If you would like a printed copy of our privacy notice, please get in touch.
HOW WE COLLECT INFORMATION

13.1. We may collect information about you when you use our website; correspond with us by phone, letter, email, SMS or otherwise; or in the course of providing you with the Products. We may receive information about you from third parties, such as Credit Reference Agencies.

HOW WE USE YOUR PERSONAL INFORMATION

13.2. We, our employees and/or our agents, contractors, and companies within the SSE Group, may use your information to:

a) Provide you with online services;
b) Identify you;
c) Detect and prevent crime, fraud or loss;
d) Contact you or authorised third parties (including AmTrust Europe Limited) to administer any accounts, services or Products. If you provide us with an email address we may use it to send contract fulfilment and other account or services related information;
e) Contact you to collect feedback, for example through surveys or questionnaires;
f) Train our staff and improve our Products or services;
g) Conduct, and contact you in relation to, market research;
h) Identify offers and home services or payment advice tailored to your needs.

Marketing

13.3. Unless you ask us not to, we may contact you in writing, by phone and (where you have consented) via email or SMS, with information on the Products and services that we, or other companies within the SSE Group, and occasionally our carefully selected partners offer. We may use third parties to send marketing communications. Unless you have asked us not to, we may also use your email address to show you digital advertisements via social media, on search engine results pages, or on other websites.

13.4. You may opt out at any time from receiving marketing messages by contacting us and giving your account details.

Sharing

13.5. We may share your information with third parties, including:

a) companies that provide, review and/or receive services in relation to our website or Products;
b) regulators or legally appointed bodies, for regulatory or legal purposes;
c) where appropriate, individuals such as family members or cohabitants, previous tenants, landlords, or organisations such as letting agents, who/which may require, or provide, information about you or your premises or who introduced you to us;
d) organisations involved in the prevention or detection of crime or collection of taxes or similar impositions. If we have a reasonable suspicion an offence is being, or has been, committed we will investigate and may record information on your account and share the information with relevant third parties (such as the Police);
e) If you fail to make payments we may share information with debt collection and tracing agents;
f) Other authorised third parties or named account holders on any account you hold with us.
Occasionally, the other people or organisations we pass your information to might be outside of the European Economic Area (EEA). Because of that, we may pass your information to countries that have different standards and laws about protecting personal information.

13.6. Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties. We may use and share your information with AmTrust Europe Limited who provide the Breakdown Contract under this Agreement. For more information as to how AmTrust Europe Limited will use your personal information please see their privacy notice at www.amtrusteurope.com.

Recording of Communications

13.7. We may monitor and record any communications, including phone conversations, emails, SMSs and web chats, to ensure that we provide a good service, meet our regulatory and legal responsibilities, and to train our staff.

14. ENDING YOUR POLICY

14.1. You may end this Agreement at any time as long as you let us know. Your Agreement will end immediately upon receipt of your instruction.

Write to us at:
SSE Home Services Limited,
Inveralmond House,
200 Dunkeld Road,
Perth, PH1 3AQ

Telephone us on: 0345 076 7646
Email us at: home.services@sse.com
Or use the Cancellation Form at the back of this Booklet.

14.2. Cancelling your Direct Debit without contacting us will not mean you have ended your Agreement with us at that point.

14.3. If you miss a Direct Debit payment, we will attempt to take this payment a second time and if it is still not able to be taken, we may terminate your Agreement. In the event that we terminate your Agreement due to a missed payment we will write to you to let you know. We will collect the debt you have accrued in this period and may also charge you in accordance with this Agreement.

14.4. If you have missed any payments and we have not terminated your Agreement, if you make a Claim, you must pay us any missed payments first before we undertake any works, otherwise you will continue to accrue debt on your account and we will be unable to undertake any works.

14.5. If you end this Agreement after your Product Start Date (or Renewal Product Start Date where applicable) and you pay monthly by Direct Debit, we will stop taking payments as soon as we have processed the cancellation.

14.6. You will not be allowed to renew your Agreement or take out a new Product with us until you have paid any debt owed to us.

Your Cancellation Rights

14.7. You have an 18 calendar day period in which to cancel your Product, with no penalty, from your Product Start Date or Renewal Product Start Date. This is known as your Cancellation Period.

14.8. In the event you cancel your Product within the Cancellation Period and we have done work for you before the Cancellation Period ends, you will have to pay for the works we have undertaken. This will include if you make a Claim during the Cancellation Period. You will be responsible for the costs incurred in this regard.
Your Termination Rights

14.9. You may terminate this Agreement at any time as long as you let us know by any of the methods stated in clause 14.1. In the event you do terminate this Agreement, you will be subject to the termination charge in accordance with clause 14.12 of this Agreement.

Termination Charge

14.10. If this Agreement is terminated due to us changing the terms and conditions, then we will not charge you a termination charge.

14.11. If this Agreement is terminated in accordance with clauses 8 and 9 of this Agreement, we will not charge you a termination charge.

14.12. Otherwise the termination charge is the total of:

(i) A charge for the Breakdown Contract, which is:
   a. if you have made a Claim, the annual cost of the Breakdown Contract; or
   b. if you have not made a Claim, the proportional charge for the time you have had the Product. E.g. if you have had the Product for 100 days, you will be charged:
      \[
      \left( \frac{\text{the annual cost of your Breakdown Contract} \times 100}{365} \right)
      \]

(ii) An administration fee of £25.00, Less:

(iii) Any payments made by you and received by us towards the cost of this Agreement, excluding payments for chargeable work or Excess.

Our Termination Rights

14.13. We may terminate your Agreement in the following circumstances if:

a) you have given us false information which results or may result in us suffering material loss or damage or being in breach of the law;

b) if your System is not suitable for the Product in accordance with this Agreement;

c) if your boiler is Beyond Repair;

d) you do not make an agreed payment;

e) there are any health and safety issues;

f) your System is on our excluded list, including as set out in clause 6.5 of this Agreement;

g) you do not give us access to your Property when it is needed;

h) upgrade work identified which we request you to complete so we can provide the Product has not been completed within a reasonable time;

i) you have purchased the incorrect type of Product;

j) you have bought the Product in respect of a Commercial Property;

k) you have breached the terms of your Agreement;

l) you have acted in a way that we consider unreasonable, for example if you are aggressive towards us; or

m) you no longer own or occupy your Property.

n) if there is a Pre Existing Fault or System Deficiency.

14.14. If we terminate this Agreement for any reason then the Product will cease immediately. We will advise you orally or in writing (whichever occurs first).

14.15. For the avoidance of doubt, you will be responsible for the cost of the Product until the date that the Product ceases and any charges as set out in this Agreement.
Cancellation form

If you have changed your mind and wish to cancel, please complete and return the form below.

Send to: New Customer Centre, Cancellations, SSE Home Services Limited, Grampian House, 200 Dunkeld Road, Perth, PH1 3GH

Or email us on: home.services@sse.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following:

...................................................................................................................................................................................................................

Ordered on: Date ............/............/.............

Name of consumer(s), ...........................................................................................................................................................................................................

Address of consumer(s), ...........................................................................................................................................................................................................

...........................................................................................................................................................................................................

Postcode................................................

Signature of consumer(s), ...........................................................................................................................................................................................................

Date........... / .......... / ...........

[*] Delete as appropriate

SSE and associated brands: Southern Electric, Scottish Hydro and SWALEC are all trading names of SSE Home Services Limited which is a member of the SSE Group. The Registered Office of SSE Home Services Limited is Inveralmond House, 200 Dunkeld Road, Perth, PH1 3AQ. Registered in Scotland No. SC292102. SSE Home Services Limited is authorised and regulated by the Financial Conduct Authority (FCA) under reference number 695476. You can check this on the Financial Services Register by visiting the FCA website.
How to contact us and useful information

General enquiries (including Claims)
0345 076 7646
24 hours a day, 365 days a year

Can you smell gas?
0800 111 999
24 hours a day, 365 days a year

Have you had a power cut?
Call 105, alternatively call the number on your electricity bill

Boiler and Heating Cover
0345 076 7645

Free energy efficient installations
0345 078 3248

Gas boiler installations
0345 076 7648
8.30am-8pm Mon-Thu,
8.30am-6pm Fri, 9.00am-1pm Sat

Join us for energy, home phone or broadband
0345 026 7058

For energy saving tips
sse.co.uk/BeingGreen/EnergyEfficiency

For more information
sse.co.uk/homeservices

Email
home.services@sse.com

For fault finding tips
youtube.com/yourssetv

For more info on switching to us for energy
sse.co.uk/gasandelectricity

For more info on Phone & Broadband
sse.co.uk/phoneandbroadband

Our customer service guarantee
We’ll call you back when we say we will. We’ll never transfer you more than once when you call us, unless you agree. We’ll give you an opportunity to speak to a manager if you ask.