

AXA's Terms & Conditions

We'd like to thank you for choosing to use AXA to carry out your repairs.

You should read these terms and conditions carefully as they set out what you can expect from us when we provide repairs at your property. These terms and conditions provide our contact details if you need to get in touch with us for any reason. They also describe what you can do if things go wrong with the repairs that we carry out.

The AXA repair service is provided by AXA Assistance (UK) Limited. You may contact us by calling our Fixflo helpline on 0808 168 6291.

1. What we will do for you

If you instruct us to carry out repairs at your property, the table below sets out a description of the service that we will provide.

CALL OUT DESCRIPTION:

| | |
|-------------------------------|---|
| Plumbing and drainage repairs | We will organise an authorised contractor to attend the property and spend up to one hour diagnosing the fault you reported to us. If possible, our contractor will repair the fault during the initial call out period. Should further works or materials be required, we will contact you to provide a quote for this and seek approval before proceeding. |
| Drain unblocking | We will organise an authorised contractor to attend your property and spend up to one hour diagnosing and repairing the fault you have reported to us. If possible, our contractor will repair the fault during the initial call out period. Should further works or materials be required, we will contact you to provide a quote for this and seek approval before proceeding. |
| Internal electric repairs | We will organise an authorised contractor to attend the property and spend up to one hour diagnosing the fault you reported to us. If possible, our contractor will repair the fault during the initial call out period. Should further works or materials be required, we will contact you to provide a quote for this and seek approval before proceeding. |
| Security repairs | We will organise an authorised contractor to attend the property and spend up to one hour carrying out security repairs. If all the repairs cannot be made during the initial call out period, our contractor will carry out temporary repairs to secure the property so that it is wind and water tight. Should further works or materials be required, we will contact you to provide a quote for this and seek approval before proceeding. |
| Gas supply pipe repairs | <p>We will organise an authorised contractor to attend the property and spend up to one hour diagnosing the fault you reported to us. If possible, our contractor will repair the fault during the initial call out period. Should further works or materials be required, we will contact you to provide a quote for this and seek approval before proceeding.</p> <p>If you think you have a gas leak you should immediately call the National Gas Emergency Service on 0800 111 999.</p> |

| | |
|-----------------------------------|--|
| Boiler and heating system repairs | We will organise an authorised contractor to attend the property and spend up to one hour diagnosing the fault you reported to us. If possible, our contractor will repair the fault during the initial call out period. Should further works or materials be required, we will contact you to provide a quote for this and seek approval before proceeding. |
| Roofing | We will organise an authorized contractor to attend your property to assess any damage and, subject to safe access, carry out a temporary repair during the initial call out period. This will be guaranteed for 28 days unless our contractor advises that prompt remedial action is needed in the form of a permanent repair within 28 days. If a permanent repair is required, we will contact you to provide a quote for this and seek approval before proceeding. |
| Pest (wasps and hornets) | We will organise an authorised contractor to attend the property and spend up to one and hornets) hour resolving the infestation issue. |
| Pests (rodents) | We will organise an authorised contractor to attend your property up to three times (if necessary) within our initial call out period, to resolve the infestation and provide pest prevention advice. |

Our contractors will adhere to Health and Safety Regulations when attending your property.

2. Service and inspections

In addition to providing repairs, our contractors can provide a variety of services. The services that we can provide you are:

CALL OUT DESCRIPTION:

| | |
|------------------------------|---|
| Boiler servicing | We will inspect and service your property's boiler to assess whether it is working in accordance with the manufacturer's instructions. We will then recommend if there is any remedial work needed and the associated costs of this. |
| Gas safety inspection | <p>We will inspect your gas appliances and carry out routine inspections of gas appliances and issue you with a gas safety certificate confirming the appliance(s) meet(s) the requirements. If we find any issues during the routine inspection, we will report this to you. We will also recommend what action you need to take to ensure that the gas appliance(s) meet(s) the requirements and the associated costs of this.</p> <p>If the remedial work or repairs are carried out by our authorised contractor, we will issue you with paperwork to accompany your gas safety certificate to prove the remedial works/repairs needed have been completed.</p> |
| Electrical safety inspection | <p>We will inspect your property's internal electrics and issue you with an electrical safety certificate unless for technical safety reasons we are prevented from doing so. If we find any issues during our inspection, we will report this to you and recommend what action you need to take to enable the internal electrics to meet the requirements and the associated costs of this.</p> <p>If the remedial work/repair is carried out by our authorised contractor we will issue you with paperwork to accompany your electrical safety certificate to prove the remedial work/repair needed have been completed.</p> |

You are responsible for the additional costs of any remedial work or repairs that are required or which are recommended by us following an inspection or service.

3. Arranging a call out

You are responsible for ensuring someone over the age of 18 years old will be at the property at the time agreed for our call out service. If you are not available to let us into the property when we attend a call out, we will not be able to undertake the work and we will not refund the call out fee.

4. Rearranging a call out

Re-arranging a call out following an abortive visit will be treated as a new job and hence is subject to a booking fee as detailed within the Fixflo platform at the time you book the service.

5. Cancelling a call out

If you wish to cancel a call out service, you will need to contact us via the Fixflo platform, or call us on 0808 168 6291. If you cancel more than 24 hours in advance, your booking fee will be refunded.

6. If we cannot help

In some circumstances we may not be able to provide an authorised contractor to attend the property to carry out an inspection, service or deal with an emergency within a reasonable timescale.

Examples of circumstances which may affect our ability to attend your property are:

- Excessive demand for services
- Bad weather
- Industrial action
- Lack of availability of a suitable contractor
- Geographical location of the property

We will do everything we can to find an appropriate contractor. If we cannot deploy a contractor, we will notify you as soon as possible. If we cannot help you, you will receive a full refund of the call out fee.

7. Additional terms and conditions

1. Call out charges are as set out in the rate card which is published within the Fixflo system at the date you accept these terms and conditions and then as notified to you by email from time to time using the email address provided. At least 7 days' notice of any change to the call out charges will be provided. Call out charges quoted exclude the cost of any parts needed to complete a repair other than as stated in the rate card. This cost must be met by you in agreement with us.
2. We will not provide a call out service or repair if you or the tenant of the property are aggressive towards our authorised contractors or staff or if you or the tenant of the property impede or prevent access to the property at agreed times to perform the call out service and you will still be charged;
3. If we make a repair, we will leave your property safe and habitable but we will not be responsible for reinstating your property to its original condition;
4. We cannot provide assistance if health and safety regulations or a risk assessment prevent our authorised contractors from being able to safely carry out work at the property and you will still be charged.

5. We will use all reasonable endeavours to attend your property and complete a call out service in accordance with the time scales agreed with you. We will not be liable to you for any loss or inconvenience you may suffer as a result of unforeseeable delay attending the property to carry out a repair, service or inspection
6. One Year Quality Assurance Guarantee

The Quality Assurance Guarantee is a term of any workmanship performed and any parts procured for repair. In the event that any issues requiring remediation arise as a result of, and within one year of, the completion of the relevant repair performed by us, we will provide such remediation free of charge provided that, in the case of repair to an appliance, the relevant appliance has benefitted from the requisite Service obligations in the intervening period.

This Quality Assurance Guarantee shall:

- Not apply in respect of any items for which the Customer has signed a disclaimer substantially in the form set out below;
- Not apply to issues requiring remediation due to general wear and tear in the ordinary course;
- Not apply to vandalism or malicious damage; and
- Not apply if the Customer does not follow any written recommendations or advice provided by us.

The reference to a Customer disclaimer shall refer to such a disclaimer as set out below:

“Disclaimers will be utilised when work is carried out that may cause damage to your property. An example of this would be making access through flooring to carry out a repair.

Disclaimer

Customer Name [TO INSERT RELEVANT DETAILS]

Customer Address Date

Time

Reference No:

Property Disclaimer

The purpose of this notice is regarding the nature of a repair arising out of a repair at your property.

The engineer acts on behalf of and on the authority of AXA. The role of the engineer is to repair to the best of his abilities and advise you of the following:

- There could be ancillary damage when trying to fix a problem, (for example cracked tiles when trying to access pipework
- If the repair undertaken is permanent or temporary.

Ancillary Damage

The engineer will try to repair whatever has caused the emergency in your property. There may be an instance when an engineer is fixing a problem and causes ancillary damage. The damage is necessary in order for the engineer to fix the emergency. In this event, the customer acknowledges that it bears the responsibility and cost of any decorative, tile work etc (this list is not exhaustive) to repair any ancillary damages.

This letter constitutes formal notification of the above and should be retained for your records.

8. Complaints procedure

If you have a complaint about services provided under this agreement, you can write to the Quality Manager at:

AXA Assistance (UK) Limited The Quadrangle
106-118 Station Road Redhill
Surrey, RH1 1PR

Phone: 01737 334235

Email: homeemergencycomplaints@axa-assistance.co.uk

If it is impossible for us to reach an agreement in resolution of your complaint, you have the right to make an appeal to The Retail Ombudsman for an impartial assessment of your complaint by writing to:

The Retail Ombudsman 33 Floor, Euston Towers, 286 Euston Road London, NW1 3DP United Kingdom

Or by contacting them using the following details:

Email: enquiries@theretailombudsman.org.uk

Website: <http://www.theretailombudsman.org.uk>

Phone: 0203 137 8268

You will not be charged for use of this service.

Details on how to take your complaint further can also be found on the Online Dispute Resolution (ODR) platform http://ec.europa.eu/consumers/odr/index_en.htm, which has been set up by the EU Commission.

9. Use of your personal data

Please read the paragraphs below, which define how we use information about you and the property for the purpose of providing you with services under this Agreement.

We appreciate the importance of the protection, confidentiality and security of your information. By purchasing our services, you agree that we may:

- disclose and use information about you and the services provided to you to companies within the AXA Group of companies, to our service providers and agents in order to administer and provide services to you, for fraud prevention and otherwise as required by applicable law.
- monitor and/or record our telephone calls with you to ensure consistent and appropriate servicing levels and operation;
- undertake all of the above within and outside the United Kingdom and the European Union. This includes processing your information in other countries in which data protection laws

are not as comprehensive as in the European Union. However, we have taken appropriate steps to ensure the same (or equivalent) level of protection for your information in other countries, as there is in the European Union.

If you want to know what information is held about you by AXA Assistance, please write to us at:

Data Protection Officer
The Quadrangle
106-118 Station Road
Redhill, RH1 1PR

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly. Information about you is only held for so long as it is reasonably necessary and is appropriate.

Other formats

Please contact us on 01737 334235 if you would like a copy of these terms and conditions in another format such as in large print or on audio disc.