

# Terms and conditions

## 1. Introduction

These terms and conditions set out the terms of the contract between **You** and Avantia Assistance Limited, trading as 08000 helpme to provide the **Services** described below. 08000 helpme, and on 08000 helpme's behalf, its **Service Providers** and **Service Partners**, will act as an intermediary between **You**, **Your** credit and debit card issuers, **Your** mobile phone network provider and other third party providers and when **You** use certain **Services** **You** will be entering into a contract with third party providers and their terms and conditions will apply to **Your** use of those **Services**.

## 2. How to use the service

The phone number to access the emergency element of the **Service** is 08000 435763. This is a UK freephone number only and will be answered by 08000 helpme 24 hours a day, 7 days a week. If **You** need to access the **Service** from overseas, **You** will need to dial the international freephone number +00 8000 0435763. If **You** need to update any of **Your** personal details, please call **Our** customer **Service** team on 0330 660 3646.

## 3. Definitions

Wherever the following words appear in bold, they will have the meanings shown below:

**Call Centre** means any UK **Call Centre** operated by or on behalf of 08000 helpme.

**Service/s** means the **Services** described in this document.

**Service Provider** means any party with whom 08000 helpme places an order for goods and/or **Services** on behalf of **You** at **Your** expense.

**Service Partner** means a third party who fulfils any part of the **Services** on 08000 helpme's behalf as an agent or subcontractor.

**You/Your** means a person registering and/or activating an account with 08000 helpme.

**We/Us/Our** means Avantia Assistance Limited.

## 4. Services

### a) Lost or Stolen Card Assistance

#### *What is provided?*

08000 helpme will provide assistance in reporting the loss or theft of **Your** credit cards, charge cards or debit cards. 08000 helpme will advise **You** on the procedure to follow and in cases where **You**

cannot make contact with **Your** card issuer, 08000 helpme will attempt to report the loss on **Your** behalf although some card issuers will only accept instructions from a cardholder personally. **You** will still need to contact the police to report the loss of **Your** cards, whether **You** are at home or abroad. **You** will need an incident report number to make a claim on household or travel insurance.

#### *What is not provided?*

This **Service** is not available in respect of store cards, loyalty cards, affinity group cards or other cards that are not general purpose credit or payment cards. 08000 helpme (and its third party **Service Providers**) cannot be held responsible for ensuring that the card issuer acts upon any report.

### b) Emergency Funds

#### *What is provided?*

**You** may receive emergency funds in many countries worldwide following the loss or theft of **Your** cash, credit cards and/or Travellers Cheques within limits set by 08000 helpme from time-to-time (currently £600). 08000 helpme having established sufficient means of payment (generally by means of a credit or payment card) will arrange for collection by **You** from the nearest available location and will provide information as to availability, location, telephone number and opening hours. Fulfilment locations include Western Union Agents, MoneyGram Agents and other approved agents.

### c) Emergency Travellers Cheque Replacement

#### *What is provided?*

If **Your** MasterCard or VISA International Travellers Cheques have been lost or stolen, **You** will receive assistance in how to report their loss or theft and receive refund advice. If authorised by the issuer of the Travellers Cheques to make a refund, 08000 helpme will advise **You** of the nearest available location for collection and provide details of opening hours, address, telephone number and availability. In certain circumstances a cash equivalent for the lost or stolen Travellers Cheques may be disbursed in lieu of replacement. For certain other brands of Travellers Cheques the relevant contact telephone number for the issuer will be advised. Fulfilment locations include worldwide authorised outlets.

### d) Lost or Stolen Passport Assistance

#### *What is provided?*

If **Your** passport has been either lost or stolen, **You** will be advised of telephone numbers,

addresses and opening hours of the nearest consulate or embassy, including where required additional advice on the processes for arranging passport replacement. If required, 08000 helpme will attempt to contact friends or relatives on **Your** behalf to assist in the provision of copies of documentation requested by the embassy or consulate.

#### **e) Lost Mobile Phone Service**

##### ***What is provided?***

08000 helpme will provide assistance in reporting the loss or theft of **Your** mobile phone by attempting to report the loss or theft on **Your** behalf to **Your** network provider. A maximum of three (3) attempts will be made to report any such loss or theft. This **Service** is provided on a reasonable endeavours basis only. This **Service** is only available in respect of the following network operators: Vodafone, Orange, 02, T-Mobile, 3 Mobile and Virgin. **You** will still need to contact the police to report the loss of **Your** mobile phone, whether **You** are at home or abroad. **You** will need an incident report number to make a claim on any insurance policy.

##### ***What is not provided?***

08000 helpme (and its third party **Service Providers**) shall not be held responsible for any losses incurred by **You** in connection with the loss or theft of **Your** mobile phone.

#### **f) Find me a Locksmith Service**

##### ***What is provided?***

08000 helpme will give assistance to **You** should **You** require a locksmith in the event of an emergency by providing **You** with information and contact details of local **Service Providers**.

##### ***What is not provided?***

**You** will be responsible directly for settlement of all bills.

#### **g) Get Home Fast**

##### ***What is provided?***

In the event of an emergency (as reasonably determined by 08000 helpme), 08000 helpme will endeavour to provide **You** with a **Service** at a cost relevant to **Your** needs and circumstances at the time of **Your** request. This could include provision of an executive or chauffeur driven **Service**. If **You** are overseas **We** can advise of the first available flights (and may also assist in making a reservation and the issuing of tickets) and if necessary arrange for the hire of a car to get **You** home. Overnight accommodation can be booked if no alternatives can be found that day. As stated in Lost or Stolen, in the event of **Your** cards being stolen, the first priority will be to cancel **Your**

lost or stolen cards. Thereafter, 08000 helpme will, with **You**, establish a means of payment (generally by means of a credit or payment card of yours that is not reported lost or stolen, or if not available, an alternate credit or payment card). 08000 helpme will, if requested, make a reservation on **Your** behalf and provide confirmation of any reservation number.

##### ***What is not provided?***

**You** will be responsible directly for settlement of all bills. It should be noted that the **Service Provider** may reserve the right to debit the elected credit or payment card in the event of **You** cancelling the reservation or failing to take up the hire. All reservations are subject to the **Service Provider's** standard terms and conditions and 08000 helpme will not be responsible for the failure of the provider to provide any **Service** that has been booked.

#### **h) Get a Message Home**

##### ***What is provided?***

In the event of an emergency (as reasonably determined by 08000 helpme) **You** will have access to a consultant at 08000 helpme who can arrange for a brief message to be delivered to a friend, relative or organisation by telephone, fax or e-mail. From an agreed time 08000 helpme will make up to six (6) attempts at approximately hourly intervals to convey the message, advising **You** should this fail.

#### **i) Emergency Interpretation**

##### ***What is provided?***

**You** will have access to a multi-lingual interpretation **Service** by telephone. A verbal translation to or from English is instantly available in some languages using **Call Centre** staff. Other languages are available through a **Service Partner** providing a call back facility if required.

##### ***What is not provided?***

This **Service** is available only for personal use and not for business. 08000 helpme (and its third party **Service Providers**) are not responsible for any misinterpretation. This **Service** will be free in the cases of genuine emergency as determined by 08000 helpme.

#### **j) Emergency Legal Referral**

##### ***What is provided?***

**You** will have access in most major locations worldwide to the address of available lawyers, their telephone numbers and opening hours. This is an information **Service** and does not extend to the giving of legal advice or recommendations as to individual lawyers. While every effort will be made to ensure that all the information supplied is correct, 08000 helpme (and its third party **Service**

**Providers**) are reliant on many information sources outside their control and therefore cannot be held liable for the accuracy of information provided.

***What is not provided?***

**You** will be responsible directly for settlement of all bills.

**k) Medical Emergency**

**You** will have access to worldwide medical assistance and advice whilst away from home in the case of an emergency. 08000 helpme will arrange for an approved International Medical Assistance **Service Partner** to provide Medical Information, Medical Counselling and Emergency Assistance.

***What is provided?***

**Medical Information**

Information detailing the location, addresses, telephone numbers and opening hours together with details of specific facilities, capabilities or medical specialities and languages spoken. Information is available for hospitals, doctors, dentists and pharmacies. While every effort will be made to ensure that all the information supplied is correct, 08000 helpme (and its third party **Service Providers**) are reliant on information sources outside of their control and therefore cannot be held liable for the accuracy of information provided.

**Medical Counselling**

At **Your** request, the **Services** of a doctor for the provision of information, specific advice and recommendations with regard to **Your** individual medical requirements will be provided by telephone, directly between the **Service Partner's** doctor and **You**. Guaranteed in the English language, or, subject to the doctor's duty roster, in other languages. Should a doctor be unavailable in a specific language the **Services** of an interpreter will be available to translate between the on-call doctor and **You**. **You** are guaranteed of confidentiality at all times.

**Emergency Assistance**

The following **Services** can be arranged dependant on **Your** circumstances:

- Emergency evacuation to a superior medical facility;
- Medical repatriation to country of domicile;
- Guarantee of payment to treating facility/facilities;
- Provision of direct communication between **Service partner's** doctor and treating doctor;
- Information updates between **Service Partner's** doctor and **You** and **Your** relatives.

Should **You** hold medical insurance and have a need for Emergency Assistance **Services**, 08000 helpme will advise of the correct procedures to contact **Your** insurers for assistance.

***What is not provided?***

**You** will be responsible for all medical fees and other fees and payments incurred in using this **Service**. Please note in certain circumstances payment may be required in advance.

**l) Identity Theft Resolution**

***What is provided?***

If **You** believe **You** have become a victim of identity theft 08000 helpme and its **Service Providers** can help resolve the situation by providing Identity Theft protection and restoration **Services**. These include:

- Providing **You** with **Your** own Personal Advisor **Your** own dedicated expert, who will help **You** establish whether or not **Your** identity has been stolen;
- Providing impartial, practical advice to **You** on the actions required to be taken – creating and using a 20 point victim assistance plan;
- Support to ensure **You** take the necessary steps to prevent further fraud;
- Helping **You** to make contact with all relevant **Service** providers and monitoring progress;
- Helping **You** to obtain **Your** credit report and to monitor **Your** credit report regularly for a period of 12 months;
- Working with **You** to correct and amend **Your** credit report. If appropriate **We** will arrange for CIFAS Protective Registration and other measures to help **You** prevent future Identity theft;
- Helping **You** gather proof of Identity if a bank or other company requires more proof.

***What is not provided?***

**You** will be responsible directly for settlement of all costs other than the credit reports provided as part of this **Service**.

This **Service** is available only for personal use and not for business. This **Service** covers any incidence of identity theft that has occurred after **You** have become a member of 08000 helpme, but not pre-existing identity frauds that were committed prior to **You** becoming a member.

**m) Home Emergency**

***What is provided?***

08000 helpme will give assistance to **You** should **You** require an emergency home repair. **We** will notify **Our Service Provider** who will assess **Your** emergency and upon agreement of a fee with **You** arrange for an approved contractor to attend, investigate and carry out an emergency repair. The emergency repair will be provided only when

**You** have agreed to the **Service** and have provided credit or debit card details to the **Service Provider**. Any home emergency repair agreed and accepted by **Our Service Provider** shall be subject to the **Service Provider's** standard terms and conditions and 08000 helpme will not be responsible for the failure of the provider to provide any **Service** that has been booked.

The **Service Provider** will provide experienced and reliable multi trade home emergency repair trades, including heating repairs, boiler breakdowns, plumbing repairs, drainage and electrical repairs.

**We** require that **Our Service Provider** conducts reasonable checks into the contractors they recommend to **You**.

Upon notification the **Service Partner** will assess, attend, investigate and carry out an emergency repair with the appropriate trades at a time agreed with **You** (or within two hours if **You** require) for a fixed fee notified to **You** before attendance according to the following scale:

#### **Electrical Repairs**

##### **What's included:**

Emergency repair to wiring, fixed sockets, spurs and switches with standard replacement fittings.

##### **What's not included:**

Replacement of the main user control board, replacement of electrical fittings, such as light fittings and decorative switches, remedial works required to bring the installation up to current standards.

#### **Plumbing Repairs**

##### **What's included:**

Carry out an emergency repair to an uncontrollable water escape or waste blockage, repairs to and including replacement as necessary to all accessible pipes, fittings and waste.

##### **What's not included:**

Replacement of hot water cylinders and domestic storage tanks, replacement or repair of macerator type toilet units and sink wastes, remedial works required to bring the installation up to current standards, consequential repairs and resultant damage caused by the plumbing fault replacement or repair of all sanitary fittings e.g. baths, sinks, WC.

#### **Drain Clearance**

##### **What's included:**

Investigate and clear as necessary drain blockages and obstructions, investigate cause of blockage and where appropriate clear with rods or water jet, where blockage cannot be cleared, advise on further action required e.g. CCTV

camera check, blockage repairs to soil and vent pipes.

##### **What's not included:**

Excavation to replace damaged drain Create inspection /access points underground, reinstatement of ground work or cast iron Soil Vent Pipe, removal of asbestos pipework, any work requiring road opening licence, clearing of waste spillage and overflow, provision of tanker suction from drains, clearing of waste storage systems e.g. septic tanks, remedial work such as clearing tree root infestation or vermin intrusion.

#### **Central Heating Repair**

##### **What's included:**

Same day/next day attendance of a Gas Safe Approved Contractor, diagnosis and repair of **Your** domestic central heating boiler and controls including parts and labour.

##### **What's not included:**

Replacement of central heating boilers, tanks, radiators or hot water cylinders, any remedial works required to bring the installation up to standard, replacement of pipework that is buried or inaccessible, any boiler exceeding 65kw, appliances or installations deemed as beyond economical repair\*\*\*.

##### **What is not provided?**

**You** will be responsible directly for settlement of all bills. This **Service** is available only for personal use and not for business. This **Service** is not available outside the United Kingdom.

#### **n) Motor Breakdown**

##### **What is provided?**

In the event of a motor breakdown 08000 helpme will provide access to a **Service Provider** who can assess **Your** motor breakdown and for a fee agreed with **You** provide breakdown assistance and recovery. Breakdown assistance and recovery will be provided only when **You** have agreed to the **Service** and have provided credit or debit card details to the **Service Provider**. Any breakdown assistance and recovery agreed and accepted by **Our Service Provider** shall be subject to the **Service Provider's** standard terms and conditions and 08000 helpme will not be responsible for the failure of the provider to provide any **Service** that has been booked.

##### **What is not provided?**

**You** will be responsible directly for settlement of all bills. This **Service** is available only for personal use and not for business.

## **5. General Conditions**

It is necessary for 08000 helpme to pass **Your** personal details to its third party **Service Providers** and **Service Partners**, for the sole

purpose of providing **You** with the **Services**. All **Service Providers** and **Service Partners** of 08000 helpme are engaged to provide the **Services** on behalf of 08000 helpme. A fee is payable in advance by either Credit Card, Debit card, Direct Debit or other payment methods agreed by 08000 helpme. The fee will be payable annually, quarterly or monthly. The fee may change from time to time. To become a member and use the **Service**, **You** must be over 18 years of age and be a permanent resident of the UK.

The **Service** is provided from the start date and so long as payment is received in advance of the required monthly, quarterly or annual intervals, cover will continue indefinitely. This **Service** may be altered, varied, withdrawn or its conditions relaxed by 08000 helpme giving **You** 30 days notice in writing. It is prohibited to use this **Service** for any illegal purpose or activity.

**You** agree to indemnify 08000 helpme (and its third party **Service Providers**), immediately on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of these Terms and Conditions by **You** or any other liabilities arising out of **Your** use of the **Services**. Save as expressly set out herein, nothing in these Terms and Conditions is intended to give any other party any rights or remedies under the Contracts (Rights of Third Parties) Act 1999.

**You** acknowledge that it is **Your** sole decision as to whether to engage a particular recommended contractor and any **Services** that they provide shall be on their own terms and conditions to which **You** will be required to enter in order to receive their **Services**. In the event that either of **Us** fails to comply with the terms of this Agreement, neither shall be liable to the other except for those losses which **We** or **You** could reasonably foresee would result from the failure to comply with these Terms at the time of ordering the **Services**. These provisions do not include or limit in any way **Our** liability for:

- (a) death or personal injury caused by **Our** negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
- (e) any other matter for which it would be illegal or unlawful for **Us** to exclude or attempt to exclude **Our** liability.

NOTWITHSTANDING THE FOREGOING, **YOU** EXPRESSLY UNDERSTAND AND AGREE THAT **YOUR** USE OF THE **SERVICES** IS AT **YOUR**

SOLE RISK AND THAT THE **SERVICES** ARE PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, **WE**, AND **OUR SERVICE PROVIDERS** AND **SERVICE PARTNERS** DO NOT REPRESENT OR WARRANT TO **YOU** THAT:

- (A) **YOUR** USE OF THE **SERVICES** WILL MEET **YOUR** REQUIREMENTS,
- (B) **YOUR** USE OF THE **SERVICES** WILL BE UNINTERRUPTED OR TIMELY, AND
- (C) ANY INFORMATION OBTAINED BY **YOU** AS A RESULT OF **YOUR** USE OF THE **SERVICES** WILL BE ACCURATE OR RELIABLE.

SUBJECT TO THE ABOVE PARAGRAPHS, **YOU** EXPRESSLY UNDERSTAND AND AGREE THAT THE **SERVICES** ARE PROVIDED TO **YOU** IN A PERSONAL CAPACITY AND NEITHER **WE** NOR **OUR SERVICE PROVIDERS** OR **SERVICE PARTNERS** SHALL BE LIABLE TO **YOU** FOR:

- (A) ANY LOSS OF INCOME OR REVENUE;
- (B) LOSS OF BUSINESS;
- (C) LOSS OF ANTICIPATED SAVINGS; OR
- (D) LOSS OF DATA.

## 6. Notice to Customers

**You** are advised that any telephone calls made may be monitored or recorded. This is to monitor the accuracy of information provided. It may also be used to provide additional training or to prove that **Our** procedures comply with legal requirements. Conversations may be monitored and recorded.

## 7. Cooling Off

**You** have a right to cancel **Your** account. If **You** decide to cancel within 14 days of **Your** start date, please call 08000 helpme on 0870 042 4357 and **We** will cancel **Your** account right away and make arrangements to refund any payment **You** have made. Please note that **You** can choose to cancel **Your** account after the cooling off period at any time. However, after the cooling off period **You** will not be entitled to a refund of any fees **You** have already paid in advance.

## 8. Data Protection

08000 helpme is committed to maintaining the personal data that **You** provide in accordance with the requirements of data protection legislation. **Our** Privacy Statement below gives further information about this. 08000 helpme, its other related entities and carefully selected third parties may use **Your** personal data to keep **You** informed about products, **Services** and special offers that may be of interest to **You**. If **You** do not wish **Your** personal information to be used in this way please write to 08000 helpme.

## 9. Privacy Statement

### Your data controller:

For the purposes of the Data Protection Act 1998, the data controller in respect of any personal information provided is 08000 helpme. **You** may be assured that 08000 helpme will treat all personal data as confidential and will not use or process it other than for legitimate purposes. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data. Uses made of **Your** personal information: The personal information that **You** provide 08000 helpme will be used for a number of different purposes including:

- to manage and administer **Your** account;
- conducting credit checks and fraud background checks;
- to offer **You** products and **Services** (except where **You** have asked 08000 helpme not to do so) and to help 08000 helpme develop new ones;
- to contact **You** with details of changes to the account **You** have bought;
- for internal analysis and research;
- to comply with legal or regulatory requirements;
- to identify **You** when **You** contact 08000 helpme.

**We** may use external third parties to process **Your** personal information on **Our** behalf in accordance with these purposes.

### Sharing of your personal information:

Unless **You** have asked 08000 helpme not to do so, **Your** personal information provided may be shared with other organisations, in order for 08000 helpme to comply with any legal or regulatory requirements. In addition, **We** may share **Your** personal information with related companies to 08000 helpme for the purposes set out in this Privacy Statement.

### Sensitive personal data:

To the extent that **You** provide sensitive personal data, **We** (and **Our** related companies) may also process such sensitive personal data, both manually and by electronic means, for the same purposes described in this Privacy Statement. Sensitive personal data includes information as to **Your** credit or debit card numbers, or the commission or alleged commission of any offence by **You**.

### Business changes:

If **We**, or a related company, undergoes a reorganisation or is sold to a third party, the

personal information provided to 08000 helpme may be transferred to that reorganised entity or third party and used for the purposes set out in this Privacy Statement.

### Overseas transfers:

**We** may transfer **Your** personal information to countries located outside the European Economic Area (the EEA). This may happen when **Our** servers, suppliers and/or **Service Providers** are based outside of the EEA. The data protection laws and other laws of these countries may not be as comprehensive as those that apply within the EEA - in these instances **We** will take steps to ensure that **Your** privacy rights are respected. Details of the countries relevant to **You** will be provided to **You** upon request.

### Access to/correction of our information:

With limited exceptions, **You** have the right to ask for a copy of the information that **We** hold about **You**. There may be a charge for this. If any of the information that **We** hold about **You** is incorrect, please write to Avantia Assistance Ltd at **Our** registered office **CI Tower, St George's Square, New Malden, KT3 4HG** and **We** will amend as necessary.

## 10. Assignment

The benefits of this **Service** may not be assigned to a third party. **We** can transfer all or any of **Our** rights and obligations under these Terms and Conditions to another organisation, but this will not affect **Your** rights under these Terms and conditions.

## 11. Law Applicable to Contract

These Terms and Conditions shall be governed by English law and the parties shall be subject to the non-exclusive jurisdiction of the English courts.

## 12. Complaints

Any complaint relating to the **Service** should be made in writing to 08000 helpme, CI Tower, St George's Square, New Malden, KT3 4HG, United Kingdom. If **You** wish to make contact with 08000 helpme for any other reason, please write to **Our** office 08000 Helpme, CI Tower, St George's Square, New Malden, KT3 4HG.

Avantia Assistance Limited's registered office is **CI Tower, St George's Square, New Malden, KT3 4HG**. Company Registration no: 05584342

T&Cs/W2/0519