

Terms and Conditions of Purchase

If you have purchased or are intending to purchase our personal alarm subscription service, including 24/7 telecare (the “**Personal Alarm Subscription**”), full subscription terms can be found here [\[PERSONAL ALARM SUBSCRIPTION TERMS AND INFORMATION\]](#) (“**Subscription Terms**”).

Where to find information about us and our products

You can find everything you need to know about Chubb Fire & Security Limited, and our products on our website before you order. We will also confirm the key information to you by email after you order.

We only accept orders when we've checked them

We will contact you to confirm we've received your order and then we contact you again (normally within 2 hours) to confirm we've accepted it.

Sometimes we reject orders

Sometimes we reject orders, for example, because a product is unexpectedly out of stock, because you are located outside of our delivery areas as stated on our website, or because the product was mispriced by us. When this happens, we will let you know as soon as possible and refund any sums you have paid.

We charge you when we accept your order

However, for some products we take payment at regular intervals, as explained to you during the order process. You will own the product once we have received payment in full, unless you have purchased a Personal Alarm Subscription. This subscription includes rental of the personal alarm for the duration of the subscription and does not result in your purchase of a personal alarm. Upon termination of the Personal Alarm Subscription, the personal alarm must be returned to us using the methods set out in our Subscription Terms [\[PERSONAL ALARM SUBSCRIPTION TERMS AND INFORMATION\]](#).

We charge interest on late payments

If we're unable to collect any payment you owe us, we may charge interest on the overdue amount at the rate of 3% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

We pass on increases in VAT

If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

We're not responsible for delays outside our control

If our supply of your product is delayed by an event outside our control, we will contact you as soon as possible to let you know and we will do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial, you can contact our Customer Service Team: [Email: uk_chubbpersonalalarm@chubbfs.com or Tel: 0344 335 0345] to end the contract and receive a refund for any products you have paid for in advance, but not received.

Products can vary slightly from their pictures

A product's true colour may not exactly match that shown on your device or its packaging may be slightly different.

If you bought online or over the telephone, you have a legal right to change your mind

Your legal right to change your mind. For most of our products bought online or over the telephone you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below.

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|--|
| Your legal rights |
| 14 days to change your mind for online and telephone sales only. |
| You pay costs of return. |

When you can't change your mind. You can't change your mind about an order for:

- services, once these have been completed.
- products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and
- goods that are made to your specifications or are clearly personalised.

The deadline for changing your mind. If you change your mind about a product, including your Personal Alarm Subscription, you must let us know by no later than 14 days after:

- (i) entering into the Personal Alarm Subscription; or
- (ii) for all other non-subscription products, receiving the product.

How to let us know. To let us know you want to change your mind and cancel your contract, contact our Customer Service Team via email:[Email: uk_chubbpersonalalarm@chubbfs.com or Tel: **0344 335 0345**] or by post to Chubb Fire & Security Limited, Chubb House, Shadsworth Road, Blackburn, Lancashire, United Kingdom, BB1 2PR, letting us know that you wish to cancel your contract. In order to ensure all the necessary information is captured, you can choose to complete and send the draft form below:

To: Chubb Fire & Security Limited, Chubb House, Shadsworth Road, Blackburn, Lancashire, United Kingdom, BB1 2PR:

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

Ordered on [*,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

Returns. Any returns will need to be returned to us within 14 days of your telling us you have changed your mind. Other than in relation to Personal Alarm subscriptions, returns are at your own cost. You can:

- send the product back to us, using an established delivery service. If you do this, you should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the goods at all or within a reasonable time we won't refund you the price.
- For help with returns see our Returns Process:] or contact our Customer Service Team: :[Email: uk_chubbpersonalalarm@chubbfs.com or Tel: **0344 335 0345**]

We reduce your refund if you have used or damaged a product. If you handle the product in a way which would not be acceptable in-store, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the product's condition is not "as new", price tags have been removed, the product packaging is damaged or accessories are missing. In some cases, because of the way you have treated the product, no refund may be due.

When and how we refund you. If your product hasn't been delivered, we refund you as soon as possible and within 14 days of you telling us you've changed your mind. If you are sending goods back to us, we refund you within 14 days of receiving them back from you (or receiving evidence you've sent them to us). We refund you by the method you used for payment. We don't charge a fee for the refund.

You can end an on-going contract

We tell you when and how you can end an on-going contract with us (for example, a Personal Alarm Subscription) during the order process and we confirm this information to you in writing after we've accepted your order, including in the Subscription Terms. If you have any questions, please contact our Customer Service Team:[Email: uk_chubbpersonalalarm@chubbfs.com or Tel: **0344 335 0345**] You have rights if there is something wrong with your product

If you think there is something wrong with your product, you must contact our Customer Service Team: :[Email: uk_chubbpersonalalarm@chubbfs.com or Tel: **0344 335 0345**] . We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law. Remember too that You have several options for resolving disputes with us.

We can change products and these terms

Changes we can always make. We can always change a product:

- to reflect changes in relevant laws and regulatory requirements; and
- to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the product.

Changes we can only make if we give you notice and an option to terminate. We can also make the following types of change to the product or these terms, but if we do so we'll notify you and you can then contact our Customer Service Team: :[Email: uk_chubbpersonalalarm@chubbfs.com or Tel: **0344 335 0345**] to end the contract before the change takes effect and receive a refund for any products you've paid for in advance, but not received:

We can suspend supply (and you have rights if we do)

We can suspend the supply of a product. We do this to:

- deal with technical problems or make minor technical changes.
- update the product to reflect changes in relevant laws and regulatory requirements; or
- make changes to the product (see We can change products and these terms).

We may adjust the price and may allow you to terminate. We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend supply, or tell you we're going to suspend supply, for more than [7days you can contact our Customer Service Team: :[Email: uk_chubbpersonalalarm@chubbfs.com or Tel: **0344 335 0345**] to end the contract and we'll refund any sums you've paid in advance for products you won't receive.

We can withdraw products

We can stop providing a product, such as an ongoing service or a subscription or goods. We let you know at least 14 days in advance, and we refund any sums you've paid in advance for products which won't be provided.

We can end our contract with you

We can end our contract with you for a product and claim any compensation due to us (including enforcement costs) if:

- you don't make any payment to us when it's due and you still don't make payment within 14 days of our reminding you that payment is due.
- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product, for example, [TYPE OF INFORMATION, COOPERATION OR ACCESS]; or
- you don't, within a reasonable time, either allow us to deliver the product to you or collect it from us.

We don't compensate you for all losses caused by us or our products

We are responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it.

- **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section We're not responsible for delays outside our control.
- **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.
- **A business loss.** It relates to your use of a product for the purposes of your trade, business, craft or profession.

We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our [Privacy Notice](#)

You have several options for resolving disputes with us

Our complaints policy. Our Customer Service Team:[Email: uk_chubbpersonalalarm@chubbfs.com or Tel: **0344 335 0345**] will do their best to resolve any problems you have with us or our products as per our [Complaints policy](#).

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying your product. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract. If you're unhappy with the transfer you can contact our Customer Service Team:[Email: uk_chubbpersonalalarm@chubbfs.com or Tel: **0344 335 0345**] to end the contract within 14 days of us telling you about it and we will refund you any payments you've made in advance for products not provided.

You can only transfer your contract with us to someone else if we agree to this.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.