



HOMESHIELDDIRECT

## Terms & Conditions

### What happens if my appliance breaks down?

- 1.1** The first thing to do is find your plan number together with the make and model of your appliance and phone our engineering department on 0800 0236178. It is sometimes possible to resolve appliance issues over the phone.
- 1.2** If the fault cannot be resolved over the phone, we will arrange for an engineer to visit your premises, to inspect and repair your appliance as soon as reasonably possible. There are no limits to the number of repair calls you can make whilst covered by your plan.
- 1.3** We cannot guarantee that any specific features of the appliance are able to be repaired or replaced. If this is the case, or the appliance is deemed beyond repair, we will endeavour to replace your appliance with the best model that we can within the limits of your plan. If, in the engineer's opinion, a repair is not possible, in most cases we will arrange to replace your appliance with a model that has the same or a similar specification, up to a maximum value of £500 for a Standard Plan and £1,000 for a Premium plan. If you qualify for a replacement, you will always be provided with a brand new appliance and not a refurbished model. You must have paid for the plan in full to qualify for this option and once your appliance has been replaced, your plan will end.
- 1.4** If we cannot reasonably arrange for a suitable replacement, we may opt to make a payment to you for the value of the trade price of an equivalent appliance of similar specification. This payment will be made by bank transfer and will not exceed the maximum plan values as stated in clause 1.3. You must have paid for the plan in full to qualify for this option. Your plan in respect of the appliance concerned will end when the bank transfer has been made.
- 1.5** Please note that you will be responsible for the costs involved with delivery and installation of the new appliance and the costs of the disposal of your old appliance if yours is replaced.
- 1.6** It is important to note that both these benefits as set out in clauses 1.3 and 1.4 are at our sole and total discretion.

### What are the limits of the plan?

- 2.1** There is no limit to the number of repairs you can request whilst your plan is active. For 3 year plans you must have paid a minimum of 35% of the cost of the plan to qualify for the repair service. Please note, for one year plans, the cost of the plan has to have been paid in full in order to qualify for the repair or discretionary replacement service. If the appliance is replaced, then the plan relating to that appliance ends and you may be offered a new plan to run alongside the manufacturer's warranty. There will be no obligation to accept this plan.
- 2.2** The plan must have been in place for a minimum of 45 days to qualify for either the repair or replacement options.
- 2.3** If you miss any agreed payment, a new exclusion period of 45 days will commence when your payments resume.

- 2.4** The plan does not cover pre-existing faults or faults due to generic manufacturing defects. You confirmed that at the time of purchasing the plan, that your appliance is in good working order. Your appliance will not be covered if modified in a manner not approved by the manufacturer.
- 2.5** The plan does not cover impairment to functionality or damage caused by insects or animals.

## Your Obligations

- 3.1** If your appliance is integrated or forms part of a piece of furniture or unit(s) that need dismantling to gain access to repair or replace the appliance, then it is your responsibility to arrange and authorise any such work required to gain access to the appliance and at your own expense.
- 3.2** All appliances must be easily accessible otherwise the engineer may be unable to carry out necessary works and you may incur a charge for this service.
- 3.3** It is your responsibility to ensure there are no hazards that could be deemed a health and safety risk to our engineers and other contractors. If our engineer or contractors deem there is any such risk, they have the right to cancel the visit. A report of any such incident will be given to us, stating the reasons for their decision. We will then try to resolve this issue with you.
- 3.4** Your product must have been installed, used and maintained as stated in the manufacturer's user instructions. It must be owned by you, used for domestic use only and must be installed in a domestic home at the address you provided to us.
- 3.5** It is your responsibility to ensure there are sufficient funds available in your bank account, so that payments are made to us in full as per the arrangement set out in your Payment Plan. HomeShield Direct Ltd do not send notifications of missed payments.
- 3.6** It is your obligation to ensure we have been provided with the correct make and model number to identify the appliance protected under the plan. Failure to observe this requirement may invalidate the plan and its benefits.
- 3.7** It is your responsibility to safely undertake any remedial actions recommended to you by a HomeShield Direct engineering agent before a visiting engineer is dispatched. If the remedial actions are not carried out, and the visiting engineer undertakes the remedial action themselves, and finds that this resolves the problem with no other contributing issues, you will be liable to reimburse HomeShield Direct the engineer's call out fee.
- 3.8** The date and time of the engineer's visit will be confirmed with you. If you need to amend or cancel that appointment, it is your responsibility to contact the nominated engineering company directly. This will need to be done at least 48 hours before their scheduled visit. Failure to observe this requirement will result in the call out fee and any associated costs being charged to you.

## What is not covered?

- 4.1** Your plan does not cover accidental damage, cosmetic damage or blockages. It also does not cover appliances that have been recalled by the manufacturer or any faults that have been caused, directly or indirectly, by faults with the domestic electricity or gas supply.

- 4.2** The plan does not cover any consumables that may be used with the appliance such as light bulbs, batteries, remote controls, fuses or the damage or loss of programs or other media saved to storage devices. The plan does not cover food that has spoiled as a result of a fridge or freezer, or fridge-freezer not working properly.
- 4.3** The plan does not cover any fault to reduction in image retention on LED/LCD or plasma screens or projection TV screens.
- 4.4** The plan does not cover any costs or loss of earnings which may occur as a result of not being able to use your appliance or the costs of waiting for an engineer, replacement appliance delivery, installation etc.
- 4.5** We will not be liable for any personal injury unless caused by our own negligence, nor any damage caused to property for any repairs we have not authorised, or repairs carried out by our contractors and/or engineers not approved by us.

## Renewals

- 5.1** Your plan will be automatically renewed at the end of its term. We will notify you of this before the renewal date.
- 5.2** We reserve the right not to offer you a renewed plan.

## Paying by Direct Debit

- 6.1** If you have chosen to pay by monthly Direct Debit, you must make regular payments as detailed in the Payment Schedule, as set out in the protection plan documents. If we are unable to collect a payment from your bank, we may attempt to request payment again.
- 6.2** Payments will be collected monthly on your selected payment date (or on the next working day if a weekend or bank holiday).
- 6.3** If you have received any introductory discounts to the cost of the plan (e.g. half price for the first three months) payments will be increased to the full amount after the discount period.
- 6.4** If your Direct Debit payments lapse, your plan may be affected. If 2 Direct Debits are unpaid on a 1-year plan, the plan will be cancelled the day after the due date of the second lapsed payment and no refunds will be made in respect of previous payments. If 2 Direct Debits are unpaid on a 3-year plan, the plan will need to be paid in full before an engineer visit can be booked or a replacement offered. In either case, the unpaid Direct Debits do not need to be consecutive.
- 6.5** We reserve the right to alter and amend your Payment Schedule to recover missed payments on your contract. We will inform you of the changes in writing before payments are collected in line with regulatory requirements.

## Amendments

We reserve the right to charge an administration fee of £45.00 for any changes or amendments you make to your plan(s). This includes the administration of a deceased customer's account. Charges are necessary to cover the costs involved in actioning the change.

We reserve the right to amend or modify these terms and conditions or any plan, at any time and at our sole discretion. The latest set of terms and conditions can be found on our web site at [www.homeshielddirect.co.uk](http://www.homeshielddirect.co.uk) or by writing to us, requesting a copy at the address shown above.

## Service Contract

Our plans are not insurance products and therefore insurance regulations do not apply. There is no transfer of financial risk or loss, as previously mentioned, as the benefits of the plan are at the sole discretion of HomeShield Direct Ltd.

## Force Majeure

If we are unable to enter your premises or are unable to fulfil all or part of the Terms and Conditions relating to your plan as the result of an unusual or unforeseeable event beyond our control, we shall not be in breach of this Agreement. In these circumstances, we may require a reasonable extension of time to perform the obligations under the plan. Otherwise, should we be entirely prevented from executing the Terms and Conditions of the plan for 180 days due to a force majeure, the terms of the plan will terminate. Force majeure events include but are not limited to civil disturbance, strife, terrorist activity, industrial dispute, war, riot, natural disaster, fire, flood, adverse weather conditions, and acts of God.

Our privacy notice is included as part of your information pack and is also available on our website: [www.homeshielddirect.co.uk/privacy-policy](http://www.homeshielddirect.co.uk/privacy-policy). This fully explains your rights under the UK General Data Protection Regulation.

You can opt out of receiving marketing information from us by emailing [Info@homeshielddirect.co.uk](mailto:Info@homeshielddirect.co.uk) or writing to us at HomeShield Direct Ltd, Heversham House, 20-22 Boundary Road, Hove, East Sussex, BN3 4EF.

## Payments

In addition to any ongoing payment plans you have with us, we reserve the right to charge any outstanding charges or payments directly to any of the Debit, Credit card or Direct Debit details which you have provided us. By accepting these terms, you authorise us to do so. We will give you reasonable notice before making the charge.

In addition to, or instead of, re-presenting failed Direct Debit and Card Payments, we reserve the right to amend and or increase future payments to take account of any missed payments. We will inform you of any new or revised payment in advance, in line with regulatory requirements.

If payments are not received or are not received on time, the plan(s) may be suspended and any requests for service under the plans will not be considered until the plan(s) is/are paid for in full.

## Governing Law

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this agreement).

Nothing in our terms and conditions will affect your statutory rights.

## Cancelling or Discharging a Plan

You may cancel your plan within the cooling off period of 14 days. This period starts from the day after the plan was agreed.

If you cancel your plan within this cooling off period, you will receive a full refund. If, however, you have utilised any benefits of the plan during this period, we reserve the right to deduct any costs we have incurred from any refund we make to you.

Failure to comply with your obligations under the plan and these terms and conditions, may result in us bringing your plan to an end.

## Privacy Notice

This Privacy Notice sets out how we, HomeShield Direct Limited, process your personal data. This notice sets out the obligations of HomeShield Direct Limited regarding data protection and the rights of customers and potential customers ('data subjects') in respect of their personal data under Data Protection Law. 'Data Protection Law' means all legislation and regulations in force from time to time regulating the use of personal data and the privacy of electronic communications including, but not limited to, the retained EU law version of the General Data Protection Regulation (EU) 2016/679) (the 'UK GDPR), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 as amended, and any successor legislation.

## Complaints

In the event that you wish to make a complaint about how your personal data is being processed by HomeShield Direct Limited or how your complaint has been handled, you have the right to lodge a complaint with HomeShield Direct Limited's data protection representatives at [info@homeshielddirect.co.uk](mailto:info@homeshielddirect.co.uk) or directly with the supervisory authority.

The supervisory body for the UK is: [Information Commissioner's Office](#), Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

Tel: 0303 123 1113 (local rate) or 01625 545 745 if you prefer to use a national rate number.

## Using Your Information

The personal data we process:

Personal Data Type:	Source:
Name, address, contact details and payment details	The personal data we use is obtained from a number of marketing and lifestyle research companies. We undertake due diligence on all our data suppliers to ensure that we use the appropriate lawful basis for your information to be used and to receive direct marketing calls from HomeShield Direct Limited.
Goods information:	
The details of the appliance/appliances to be included in any plan	

The personal data we have collected will be used as follows:

1. As necessary to enable us to fulfil our contract(s) with you. For example, we use third party companies to process Direct Debits on our behalf. These companies operate under the Direct Debit Guarantee Scheme and comply with UK GDPR.
2. To store your card details securely using Tokenisation. Tokenisation is the process of turning sensitive data into non-sensitive data called 'tokens' and is used as another layer of security to protect your card information from fraud. The Token system also allows us to process payments by using stored customer data to complete transactions as opposed to requesting card and Direct Debit information each time.
3. For our legitimate interests in undertaking marketing about our products and services by post, phone and email.
4. Checking and verifying your identity and contact details.

5. Where we are required to do so by law.
6. We may use analytical techniques to improve our products, service or customer experience for direct marketing purposes. This is so that we can contact you with information that is more relevant to you. Such data could include your browser viewing history, age, location or interests.
7. We may make use of additional information about you, when it is available from external sources, to help us do this more effectively.
8. We may use and share this information with trusted third parties who perform analytical services on our behalf (e.g. Trustpilot). All such service providers are bound by contract and the Data Protection Act 2018 and UK GDPR to maintain the security of this personal data.

## Our lawful bases for processing the personal data:

Activity	The need to process	Lawful Basis
Completing service contract plan application by phone	Completing application process	For Data received from market research companies and similar sources, we rely on 'Legitimate Interest' as the lawful basis for processing data.  For data received directly from forms completed on our website or our marketing sources websites, we rely on 'Consent' or 'Legitimate Interest' for processing data.
	Internal accounting processes	Contract
	Provide you with information relating to the service plan	Contract
Registering for an event	Dealing with a claim under a service contract plan	Contract
Email Marketing*	To send information and marketing messages by email.	Consent
Telephone*	To contact you, from time to time, to discuss new plans, plan renewals and new products you may be interested in	Legitimate interest, Consent or Contract.
Post*	To send you your service contract certificate and supporting documentation	Contract

\*You can opt out from receiving marketing communications from us, at any time, by emailing us at [info@homeshielddirect.co.uk](mailto:info@homeshielddirect.co.uk), phoning us on our free phone number 0800 023 6178 or writing to us at HomeShield Direct Limited, Heversham House, 20-22 Boundary Road, Hove, BN3 4EF.

## Our legitimate interests for processing the personal data:

HomeShield Direct Limited processes data provided by its data suppliers with the intention of increasing its sales and its customer base. Processing the data enables a high- quality service delivery which produces tangible benefits for people: if an appliance breaks down and/or is beyond economic repair, the

consumer may not be in a position to afford the necessary repairs or the cost of a brand-new appliance. An appliance protection plan can mitigate this and can provide the consumer with a new or working machine.

## Retention Period

HomeShield Direct Limited will process personal data for three years and store the personal data for six years in support of any claims under the service plans.

## Your rights as a data subject

At any point while we are in possession of or processing your personal data, you, the data subject, have the following rights:

- Right of access – you have the right to request a copy of the information that we hold about you.
- Right of rectification – you have a right to correct data that we hold about you that is inaccurate or incomplete.
- Right to be forgotten – in certain circumstances you can ask for the data we hold about you to be erased from our records.
- Right to restriction of processing – where certain conditions apply to have a right to restrict the processing.
- Right of portability – you have the right to have the data we hold about you transferred to another organisation.
- Right to object – you have the right to object to certain types of processing such as direct marketing.
- Right to object to automated processing, including profiling – you also have the right to be subject to the legal effects of automated processing or profiling.

## Transferring Personal Data to a Country Outside the EEA

The Company may, from time to time, transfer ('transfer' includes making available remotely) personal data to countries outside of the UK. The UK GDPR restricts such transfers in order to ensure that the level of protection given to data subjects is not compromised.

Personal data may only be transferred to a country outside the UK if one of the following applies:

- The UK has issued regulations confirming that the country in question ensures an adequate level of protection (referred to as 'adequacy decisions' or 'adequacy regulations'). From 1 January 2021, transfers of personal data from the UK to EEA countries will continue to be permitted. Transitional provisions are also in place to recognise pre-existing EU adequacy decisions in the UK.
- Appropriate safeguards are in place including binding corporate rules, standard contractual clauses approved for use in the UK (this includes those adopted by the European Commission prior to 1 January 2021), an approved code of conduct, or an approved certification mechanism.
- The transfer is made with the informed and explicit consent of the relevant data subject(s).

The transfer is necessary for one of the other reasons set out in the UK GDPR including the performance of a contract between the data subject and the Company; public interest reasons; for the establishment, exercise, or defence of legal claims; to protect the vital interests of the data subject where the data subject is physically or legally incapable of giving consent; or, in limited circumstances, for the Company's legitimate interests.

## Who are we?

HomeShield Direct Limited offers extended service plans for a range of domestic appliances such as washing machines, dish washers, tumble driers etc. These plans do not replace the manufacturers' warranties but offer protection from future faults that may arise after the manufacturers' warranties have expired.

HomeShield Direct Limited ('we') is the 'Data Controller' of your information. If you have any requests concerning your personal data, any queries with regard to how we handle your data or wish to opt out of future marketing you can contact us by phone on 0800 0236178\*, email at [info@homeshielddirect.co.uk](mailto:info@homeshielddirect.co.uk) or write to us at HomeShield Direct Limited, Heversham House, 20-22 Boundary Road, Hove, BN3 4EF.

\*Calls will be recorded for training and monitoring purposes.



# HOMESHIELDDIRECT