

PLAN TERMS AND CONDITIONS (Appliance & TV)

These are the terms and conditions on which we supply breakdown services to you, it is important for your benefit and protection that you read these terms and conditions.

These and your certificate, and any changes we notify you about (at renewal or otherwise), form your agreement with us.

Definitions

American Style Fridge Freezer: A fridge freezer which is wider than the standard 60cm kitchen unit width and has two doors or more or any retro style fridge freezer.

Plan: This contract for services.

Product(s): The appliance(s) protected by this plan, as shown on your certificate.

We/Us/Our: Domestic Appliance Guard Ltd, the provider of the plan.

You/Your: The person(s) named on your certificate.

Your Certificate: The personalised section of your plan documentation, sent to you once you have taken out a plan or at renewal.

Our contract with you

- Our acceptance of your application to purchase a protection plan will take place when we email, write or speak to you to accept it, at which point a contract will come into existence between you and us for the period stated on your plan schedule.
- This plan is not categorized as an insurance product and therefore insurance regulation does not apply. This plan is a contract for services.
- This plan does not have a cash value.

Eligibility

- Your product must be in full working order when this plan starts.
- You must be at least 18 years old and a resident in the United Kingdom to be eligible.

Important conditions and your obligations

The following conditions apply to this plan:

- Your product must be installed, maintained and used in accordance with the manufacturer's instructions;
- Your product must be owned by you and kept for only domestic use;
- Your product must be used in a private home, solely occupied by a single household (at the address you gave to us);
- You must provide us with any information that we request when you apply for this plan. All information you give must not be false, exaggerated or misleading;
- Your product must be easily accessible, meet all relevant safety standards and be safe to work on;
- Your product (if it is able to store data or images, e.g., laptops or pc's) must not contain any content that may be considered to be illegal, and if we find any content we consider to be illegal, we reserve the right to inform the relevant authorities.

Your Obligations

- You must inform us if there is a problem with your product and provide us with all the information that we require to progress your claim within 14 days of discovering the incident.
- You must arrange any work required to make your product accessible and compliant with all relevant safety standards and safe for our engineers to work on. For example, you will be responsible for carrying out work required to fix a gas leak. You must notify us if such work is required, let us know when it has been completed and provide us with relevant certification (if applicable). We will not provide our services until you have fulfilled these obligations. If you do not arrange such work, we may charge you additional costs incurred by us as a result. For example, if we have visited your premises to carry out a repair but we have been unable to do so, because the product is inaccessible or unsafe for our engineer to work on.
- In order to deal with your claim fairly and promptly, we may require you to complete and return a claim form which will be provided. The consideration of your claim may be delayed pending receipt of the requested information.
- You must, within a reasonable time, provide us with access to your premises to supply the breakdown services.
- You must make any payment to us within the timescales specified to you.
- If your product breaks down, you must take reasonable steps to limit any further damage being caused to it.
- If you do not comply with the conditions and the eligibility requirements above or do not fulfill your obligations above, we may end your plan.

What this plan includes

- The breakdown services cover mechanical and electrical breakdown and are provided only for products that are outside of any manufacturer or labor guarantee at the time you take out a protection plan.
- There is no limit to the number of repairs you can request unless your plan ends.
- You are able to make a claim under this plan for losses up to the claim limit shown on your Plan Schedule for the Appliance(s) identified as covered in your Plan Schedule.

How to request a repair

- If your product suffers a mechanical or electrical breakdown, you must contact our customer services team promptly on 0800 678 5271 to report the problem. Our customer services team will try to resolve the problem over the telephone. If we are not able to resolve the problem once our repair engineer has visited, we will, at our discretion, decide whether to approve a repair. Where a repair is approved, we will then authorise an engineer to carry out your repair, or we may also (at our discretion), decide to replace or pay the cost of replacing your product, in each case subject to these terms and conditions. We may also ask for the completion of a service request form or proof of purchase.

Repair's information we may require

- You must give us all information we need to verify your repair request including, but not limited to, the product model number, details of the fault and how the fault occurred.
- We may request documents relating to the product and the fault. You should send any requested documents to the 'Customer services details' below. If you do not give us this information within a reasonable time of asking for it (specified in the 'Your Obligations' section), or if you give us incomplete or incorrect information, we may either end the contract (specified in the 'Our right to cancel your plan or bring it to an end' section) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of asking for it.

Important information about repairs

- Only engineers approved by us are authorised to carry out repairs under this plan, unless we agree otherwise in advance. Where required our engineers are Gas Safe registered. Repairs will be carried out within the repairers normal working hours (which are at least 9am to 5pm, Monday to Friday) on a date agreed with you. Please have your plan documentation to hand when the engineer arrives.
- We may at our discretion request a security payment which is payable at the time a claim is reported. This payment arises where there is uncertainty as to whether the claim is covered. The security payment is a fixed payment of £75. If following the diagnosis, the repair agent confirms that the fault is one that is covered this payment will be reimbursed. If the repair agent confirms the fault is not covered there will be no reimbursement of this fee. If this payment is not paid there is a discretion to decline your claim.
- Any claim reported to us within the first 60 days of your plan, will be subject to a £150 excess fee. Please note, after the first 60 days there is no excess charge.
- American Style Fridge Freezer or TV claim reported to us within the first 90 days of your plan, will be subject to a £250 excess fee. Please note, after the first 90 days there is no excess charge.
- The first 60 days (as above) and 90 days (as above) respectively of your plan is counted from the date on which you register your products.
- Television policies only: where we have requested Verification, the first 90 days of your plan is counted from the date on which we receive all of the required information as specified in the verification information as specified in the Verification letter.

Replacements

If a repair is approved, we may (at our discretion), deem your appliance beyond economical repair without an engineer visit following assessment of the claim and decide to replace your product with a new product of the same or similar technical specification or offer you a settlement in line with the current replacement value of your appliance. This will be at our discretion in the form of vouchers or discount from a retailer of our choosing. If products are deemed to be beyond economical repair, depending on the age there may be a deduction of your settlement.

Appliance age

Under 3 Years - 100% replacement contribution

Under 6 Years - 80% replacement contribution

Under 9 Years - 60% replacement contribution

Over 9 Years - 20% Replacement contribution

In the absence of any detailed evidence (e.g., proof of purchase) of the age of the product, the replacement contribution will be capped at 20%, unless proof of purchase can be provided.

- You may be responsible for disposing of the original appliance at your own cost if it remains in your possession.
- You may also be liable to pay for the supplier's delivery and/or installation charges.
- At the point of appliance replacement or settlement offer the remaining premium balance for the year becomes due.

What happens if your product is replaced?

- The plan will continue on the replacement product as if it were the original product.

What happens if we decide not to repair or replace?

- If we decide not to approve a repair request, which would otherwise fall within the terms of your plan, we will inform you. All fee payments you have made in the current period of your plan will be refunded and your plan will end immediately. No further amounts will be payable. We will confirm this in writing to the last address you gave us.

General Exclusions

Unless they are listed under the 'what this plan includes' section, the following are excluded from the plan, and we will not pay for repairs which relate to:

- Damage during delivery, installation or transportation of the product by a third party who is not our employee, sub-contractor or agent.
- Any breakdown costs already covered by any manufacturers, suppliers or repairers guarantee or warranty on a product.
- Replacement or recall of the product (or any part) by a supplier or the manufacturer.
- No Fault Found/Missed Appointment Fee, these fees are not covered by the plan and are only payable by you if the engineer attends to a repair and there is no fault found and/or nobody to provide access to the property.
- Modifying or making a product comply with legislation, work on the product that is only required due to legislation changes or making it safely accessible.
- Your failure to follow the manufacturer's instructions.
- Any problem with the supply of electricity, gas, water, broadband or broadcast content.
- Routine maintenance, cleaning, servicing and re-gassing.
- Any Appliance which has to be repaired outside of the United Kingdom, Isle of Man, Channel Islands and Northern Ireland;
- Costs or loss arising from not being able to use your product (e.g., hiring a replacement TV), or incidental costs caused by breakdown or repair (e.g., costs to remove or reinstate built-in or fitted equipment),
- Any costs incurred as a result of the Appliance's connecting cabling or pipe work not being installed properly;
- Cosmetic damage such as damage to paintwork, dents, scratches, rust or corrosion.
- Any loss, damage or impairment to functionality caused by: theft, attempted theft, criminal damage, deliberate damage or damage caused by animals, plants or trees.
- Any loss, damage or impairment to functionality caused by: earthquake, flood, lighting, fire, wind, humidity, weather conditions, salt spray, storm or other natural events or catastrophes, abnormally high or low temperatures, plumbing problems, corrosion, chemical exposure, radiation, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion, man-made events or catastrophes or technological hazards.
- Any appliance not registered under the plan.
- Repairs, maintenance work, or use of spare parts, where not approved by us.
- Damage to ceramic or glass surfaces.
- Commercial or business use including use by charities, not-for-profit organizations, local government or other such similar organizations (unless we agree to the use in writing beforehand), HMOs (Houses in Multiple Occupation).
- The cost of replacing any accessories including: external fuses, batteries, rechargeable batteries, power cells, light bulbs changeable by the user, filters, plugs, light covers, grills, removable parts, glass and enamel parts, rain covers, starter connections and straps, 3d glasses, vacuum cleaner bags, brushes and tubes.
- For products with screens: repairs due to pixel failure where the number or location of pixels does not exceed the manufacturers acceptable limit, marks on the screen, or burned screens.
- For televisions; the change from analogue to digital broadcasting including terminating analogue transmissions, software interface problems, satellite, aerial or cable systems or gaining access to cables within a fabric of a building or wall.
- Damage caused by accident, negligence or misuse of the product.

- AGA's or gas tumble dryers.

Fraud

You must not act in a fraudulent way. If you or anyone acting for you or the user:

- makes a claim under the plan knowing the claim to be false or exaggerated in any way; or
- makes a statement in support of a claim knowing the statement to be false in any way; or
- sends us any documentation in support of a claim knowing the documentation to be forged or false in any way; or
- makes a claim for any loss caused by your deliberate act or with your agreement; then we:
 - will not pay the claim or any other claim which has been or will be made under this plan;
 - may declare the plan void;
 - will be entitled to recover from you the amount of any claim already paid under the plan;
 - will not return any of the fees;
 - may pass your details to the authorities should it become necessary for investigative purposes.

We reserve the right to terminate the plan when we identify any false information you provided or if a fraudulent claim is established.

Paying your fees

- The price of the plan (which includes VAT) will be the price as told to you on the telephone and as stated in your welcome letter. We take reasonable care to ensure that the price of the product advised to you is correct.
- If you pay the fees (inclusive of all applicable taxes) by Direct Debit, you must make regular payments in accordance with the 'About Your Plan' set out in your plan documentation. If we are unable to collect a payment from your bank, we may attempt to request payment again unless you advise us otherwise. When you have paid the fees by Direct Debit for the number of consecutive payments shown in the 'Payments Schedule', if the initial plan period has not yet expired, no further payment will be taken for the remainder of the initial plan period, unless and until your plan renews for a further period (see 'Duration and renewal of your plan' below).
- If instead you choose to pay all the fees for the period in advance in one payment, or we require you to do so as a condition of taking out the plan, you must pay this amount (inclusive of all applicable taxes) before the plan will start.
- We may use a collection agency to recover any amount owing to us.
- If you do not pay for your plan on time, it will be suspended from the payment due date. Any request for repairs past this date will not be considered for approval unless payment is received.

Duration and renewal of your plan

- The initial plan period begins on the 'Start Date' and continues until the 'Renewal Date', as specified in your certificate (unless ended in accordance with these terms and conditions).
- Before your plan ends, we will write to or email you about renewing it, we will automatically renew unless you request us to cancel your plan. Your renewal notice will show the amount to pay. The fee payable may increase at renewal.
- A cooling-off period (lasting 14 days from renewal of the plan) applies at the renewal of your plan.
- We reserve the right not to offer you a renewal on your plan.

How to cancel

- If you wish to cancel your plan, please contact us on 0800 678 5271. You can also cancel by writing to us at the address specified in the 'Customer Service Details' Section. If you are paying by Direct Debit and tell your bank to cancel your Direct Debit instruction, but do not contact us first, we will not immediately cancel your plan. If you do wish to cancel, please contact us directly to avoid any communications regarding outstanding payments.
- All our contracts are fixed term which means you can cancel your contract at any time before the renewal. The cancellation will take effect when the contract period is over. You have a cooling off period, 14 days from the start of your contract, within which you can cancel your contract immediately without penalty.

If you cancel your care plan within the 14 days cooling off period

- If you are in your cooling off period, we'll cancel your care package from the date you tell us and we'll refund you for the whole amount you have already paid, as long as we have not carried out any work under your contract. If we've carried out work for you before the cooling off period ends and then you cancel your contract, you will have to pay the remaining balance outstanding under the contract and pay the full cost of the repair.

If you cancel after 14 days

- If you cancel outside of your cooling off period, we'll cancel your care package from the date you tell us, but you will have to pay the remaining balance outstanding under the contract. For example, if you have 5 months left of your contract you will need to pay an amount equivalent to 5 outstanding payments.

Our right to cancel your plan or bring it to and end

- If you fail to comply with certain conditions and obligations (see 'important conditions and your obligations' above) we may bring your plan to an end and we will not provide any further services to you under this plan.
- We reserve the right to cancel your plan by giving you fourteen (14) days' written notice if we are to stop providing the service.
- In each case, we'll confirm any such ending or cancellation of the plan in writing to the last address you gave us.

Our responsibility for loss or damage suffered by you.

- If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.
- We will make good any damage to your property caused by us by providing repair services, except for the exclusions already mentioned in your plan. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

Customer services details

For customer services call 0800 678 5271, write to us at Domestic Appliance Guard LTD, First Floor, Streat Place, St Peters Road, Bournemouth, BH1 2LT or email us by clicking on 'contact us' on our website: www.domesticapplianceguard.com. Calls to 0800 numbers are free. Calls may be recorded and monitored for quality and training purposes. Lines are open, Monday to Friday 9am until 6pm and Saturday 10am until 2pm.

How to complain

If you wish to complain or you are unhappy with the service provided, please contact our customer service team (see 'customer services details' above).

Transferring your plan to a new owner

With our permission you may transfer your plan to a new owner of the product by giving us their name and contact details either over the telephone or in writing.

Changes to these terms and conditions

We can, at any time and after taking a fair and reasonable view, modify or replace these terms and conditions in order to:

- Comply with the law, regulations, industry guidance or codes of practice;
- Rectify errors or ambiguities; and
- Rectify changes in the scope or nature of the protection provided to you.

We will give you fourteen (14) days' written notice of any change that could have a material effect on your rights or obligations. The new terms and conditions will take effect from the date specified in the notice.

Important data protection information

- Domestic Appliance Guard LTD and its business partners will use your information (which you or others have provided to us) to provide the requested service and for administration (including the recovery of any amounts owing, where applicable), marketing, market research, customer surveys, regulatory reporting, to check and verify your identity and analytics and testing purposes. Your information may also be shared with selected companies acting on our behalf. We, along with our business partners and third parties may use your information to tell you about any offers, products or services which may be of interest to you. You may therefore be contacted by mail, telephone, email and or other electronic messaging services unless you have asked not to be.
- You may request a copy of your data. If your personal details change, if you wish to change your marketing preferences or if you wish to opt out of receiving marketing information, please let us know by writing to: Data Protection Officer, Domestic Appliance Guard Ltd, First Floor, Streat Place, St Peters Road, Bournemouth, BH1 2LT. If you do not wish to be contacted for marketing purposes by mail or telephone, write to us at the address above.

Exclusion of third-party rights

This plan is only for your benefit. No rights or benefits will be given to any other third party under the plan.

Severance

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Governing law and statutory rights

We will communicate with you in English and English Law will apply unless we agree otherwise with you. Nothing in the conditions will reduce or effect your

statutory rights; for further information about your statutory rights contact the Citizen's Advice Bureau: www.adviceguide.org.uk or 03454 04 05 06.

Customers with disabilities

We offer a number of services for customers who have disabilities including providing our documents in braille, large print or audio formats. For further information please contact us (see 'customer services details' above).

Moving these contracts to an insurance contract

If we move to become an insurance provider in the future (as we plan to) you agree that we can move you to an insurance contract at your next renewal, or earlier if you or the regulator request us to.



The Direct Debit Guarantee.

This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.

- If there are any changes to the amount, date or frequency of your Direct Debit Domestic Appliance Guard Ltd will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request Domestic Appliance Guard Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Domestic Appliance Guard Ltd or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when Domestic Appliance Guard Ltd asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.