

Extended Warranty Terms and Conditions

Introduction

Thank **you** for choosing UK Warranty Ltd to supply **your** policy, **we** hope that **your product** will be trouble free, however, should the **product** fail during the **period of insurance** please follow the process detailed under the Claims Procedure section of **your** policy.

Your policy has been arranged by: UK Warranty Ltd with UK General Insurance Limited on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh Hampshire, S053 3YA.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768

Your policy has been designed to provide the highest level of service to **you** and the best protection for **your product**. If having read the details of the cover provided **you** wish to change **your** mind, simply refer to the section headed "Changing Your Mind" below. To assist **you** in understanding the cover provided under **your** policy and the benefits provided **we** have used certain words and / or phrases to which specific meanings have been attached, where a word or phrase has a specific meaning it will appear in bold and be listed as a definition under the policy.

Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

Definitions

The following words or phrases detailed below have the following meaning wherever they appear in the policy in bold.

Accidental Damage - A sudden and accidental event resulting in the failure of any component of the **product** which prevents normal operation and requires repair or replacement before normal operation can be resumed.

Administrator – UK Warranty Ltd, Picktree Court, Picktree Lane, Chester-le-street, County Durham, DH3 3SY.

Callout - The attendance of an **engineer** to **your home**.

Claim Limit - **Your** policy provides unlimited claims up to the original purchase price of the **product** during the **period of insurance**.

Consequential Loss - Indirect loss or damage resulting from the event which caused the claim under this policy.

Engineer – A tradesman appointed by the **administrator**.

Home - The property situated in the United Kingdom, Channel Islands or Isle of Man, detailed on **your policy confirmation** where the **product** is located.

Mechanical / Electrical Breakdown - The actual and sudden mechanical / electrical failure or breakdown which results in the sudden stoppage of the **products** normal functions and which necessitates repair to resume those functions or replacement. Failure or breakdown that ultimately results from **wear and tear** is excluded from the scope of cover afforded by this policy.

Period of insurance – **Your** policy commences on the start date as shown on **your policy confirmation** and shall end on the end date shown on **your policy confirmation**

Product – The appliance detailed on the **policy confirmation** installed within the **home** for domestic use.

Policy confirmation - Contains details of **you** and the **product** covered by **your** policy.

Territorial Limits: The United Kingdom of England, Wales, Scotland, Northern Ireland, the Channel Islands, or the Isle of Man

We / Us / Our / Insurer - UK General Insurance Limited on behalf of: Ageas Insurance Limited.

Wear and Tear - The gradual deterioration associated with normal use and age of the **product** and its components.

You / Your- The person named on the **policy confirmation**.

Cover Provided

Your policy provides cover against **accidental damage** and **mechanical / electrical breakdown** of the **product** identified on **your policy confirmation** within the territorial limits during the period of insurance.

The **accidental damage** section of **your** policy commences from the day **you** purchase **your** policy and will continue for the **period of insurance**. Please note the mechanical / electrical cover provided by **your** policy will commence on the expiry of the manufacturer's warranty period and continue for the **period of insurance**. **Your** policy provides cover against **mechanical / electrical breakdown** of the **product** identified on **your policy confirmation** within the **territorial limits** during the **period of insurance**.

Understanding your policy

The following levels of cover are available under **your** policy, the type of cover **you** have will be shown on **your policy confirmation** and will depend on the type of **product you** have and when **you** purchased **your** policy.

- Extended Warranty – available while the **product** is covered by the manufacturer's parts and labour warranty and commences on the expiry of the manufacturer's warranty period. Cover provided under an Extended Warranty policy is set out under the Repair and replacement cover section below.
- Annual Warranty – available on each anniversary of any existing Extended Warranty or Annual Warranty. Cover commences on the expiry of the Extended Warranty or any existing Annual warranty policy **you** may have. Cover provided under the Annual warranty policy is set out under the repair and replacement cover section below.

Repair / Replacement Cover

Repair:

Where the **administrator** appoints an **engineer** to repair **your product** we will cover:

- Parts: Will be covered by **your policy** if they have failed leading to the **mechanical/ electrical breakdown** of the **product** or they have suffered **accidental damage**.
- Callout: Charges for the attendance of an **engineer** to **your home** to undertake a repair of the **product**.
- Labour: The labour charges for the time the **engineer** takes to complete the repair.

Where the **administrator** assesses the **product** is to be repaired away from the **home** we will cover;

- Parts: Will be covered by **your** policy if they have failed leading to the **mechanical / electrical breakdown** of the **product** or they have suffered **accidental damage**.
- Callout: Charges for the **product** to be collected and returned to **your** home, where **you** are unavailable to take delivery of the replacement **product** our liability will be limited to the delivery back to the couriers distribution centre.
- Labour: The labour charges relating to the inspection of the **product** and any associated repair costs.

Replacement:

Where the **administrator** selects to replace **your product** under the terms of **your** policy and not complete a repair **we** will cover:

- Replacement: A replacement **product** of similar specification and functionality up to the **claim limit** of **your** policy.
- Carriage: Courier charges for the **product** to be collected and returned to **your** home, where **you** are unavailable to take delivery of the returned **product** our liability will be limited to the delivery back to the couriers distribution centre.
- Policy Transfer: Where the replacement product is arranged by **us** we will transfer of the balance of **your** policy to the replacement product.

We do not cover:

1. A **mechanical electrical breakdown** where an **engineer** states the fault to be present prior to the commencement of cover provided under the policy or faults which were known to **you** prior to the commencement of cover under **your** policy.
2. Where **you** request additional work to be completed or the replacement any parts that have not failed.
3. **Callout** charges where **you** are not at **home** when the **engineer** attends.
4. Carriage costs where **you** are not **home** following the first attempt of the collection or delivery of the **product** by the courier
5. Claims arising as a result of normal **wear and tear** (e.g. belts, fuses, seals).
6. Loss of frozen food.
7. The disposal of the **product** where it is replaced under the policy.
8. The replacement of the **product** if:
 - a) On request to have the **product** sent to one of **our** engineers **you** fail to make the **product** available for collection by **our** courier.
 - b) On the testing of the **product** by **our** engineers **we** are unable to identify a **mechanical / electrical breakdown** of the **product**.
9. Rectifying maladjustment or incorrect configuration or setting of the **product** e.g.
 - a) Manufacturer software updates
 - b) Incorrect installation of the **product**

Cover is provided subject to the terms, conditions and exclusions of **your** policy.

General Exclusions

The following exclusions apply to all sections of **your** policy.

1. Damage which is stated by the **engineer** to be as a result of:
 - a) Deliberate damage or neglect of the **product**;
 - b) Cosmetic nature caused by but not limited to denting, scratching, chipping, staining, and rust or corrosion, in the case of ovens, cookers or ranges this shall also include ceramic and glass surfaces and oven / cooker liners.
 - c) Failure to comply with the manufacturer's instructions for the care of the **product** or to comply with any routine service requirements; e.g. replacement or clearance of filters
2. A **product** installed in a commercial environment or where the level of use is deemed beyond normal domestic use.
3. Faults relating to the installation of the **product**.
4. **Mechanical electrical breakdown** which relates to a manufacturer recall.

5. Claims arising from the interruption, failure, disconnection or power surge in the power supply and / or subscription channels to **your home** however caused.
6. **Consequential loss** of any type e.g.
 - a) Property damage caused by the **product**.
 - b) Loss of viewing via a contracted service provider due to failure of the **product**.
 - c) Loss of use of the **product**

General Conditions

1. Claims are only valid where authority has been issued by the **administrator** or their appointed **engineer**
2. The **administrator** will make reasonable attempts for an **engineer** to attend **your home** subject to the provision of service not being precluded by:
 - a) adverse weather conditions.
 - b) industrial disputes (official or not).
 - c) failure of the public transport system (including the road network) and repair thereto.
 - d) other circumstances preventing access to **your home** or otherwise making provision of cover impractical.
3. **We** shall be entitled to:
 - a) decline cover if, in **our** opinion, **your home** or main services have not been maintained in a safe or serviceable condition.
 - b) decide on the most appropriate means of providing cover, although **we** will take **your** wishes into account whenever possible.
 - c) settle any claim on a proportionate basis if **you** have any other guarantee or insurance covering the same loss or damage;
4. **We** will arrange to supply and fit replacement parts or components where required and covered under **your** policy. **We** are not responsible for any inconvenience, loss or damage caused by delay in the supply of spare parts or components by manufacturers or their suppliers or agents.
5. Where the **product** is to be replaced **we** will replace it with a **product** of similar specification and functionality at the time of the breakdown.
6. If **you** or anyone else claiming under the policy makes a claim that is false or dishonest in any way, **your** policy will not be valid and **you** will lose all benefit of cover outlined under the policy.
7. If **you** move address then **you** must inform the **administrator** in writing or by phone.
8. Where **we** deem the **product** to be beyond economical repair or make a financial settlement in lieu of the repair all benefits under this warranty will cease unless the replacement **product** is arranged by **us**.
9. **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:
 - a) supply accurate and complete answers to all the questions **we** or the **administrator** may ask as part of **your** application for cover under the policy;
 - b) to make sure that all information supplied as part of **your** application for cover is true and correct;
 - c) tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

Claims Procedure

It is vital to obtain cover under **your** policy in the event of a claim that **you** contact the **administrator** by telephone on 03330436690. Please provide the **administrator** with as much information about what has happened as soon as possible. **You** should include;

1. **Your** policy number and details of the **product**.
2. Date of incident.
3. What appears to be at fault with the **product**.

The **administrator** will assess the nature of the incident and check if it is covered under **your** policy and if necessary arrange for the **product** to be repaired or replaced.

UK General Insurance Limited are an insurers agent and in the matters of a claim act on behalf of the **insurer**.

Changing Your Mind

We hope **you** are happy with the cover this policy provides, however, if after reading this policy it does not meet with **your** requirements or **you** have simply changed **your** mind please return the policy and **policy confirmation** to the **administrator** within 45 days of purchasing the cover and **we** will arrange to cancel **your** policy.

Cancellation

You may cancel **your** policy at any time after the initial 45 day "**Changing Your Mind**" period. Where **you** cancel **your** policy after the initial 45 days covered by the "**Changing Your Mind**" section of **your** policy the **administrator** will provide a pro rata refund calculated on the number of days remaining on cover.

To cancel **your** policy, please write to the **administrator** at: Cancellations, UK Warranty Ltd, Picktree Court, Picktree Lane, Chester-le-Street, County Durham, DH3 3SY.

The **insurer** shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour

d) Non-compliance with policy terms & conditions

Provided the premium has been paid in full **you** shall be entitled to a pro rata refund calculated on the number of days remaining on cover.

Complaints procedure

It is **our** intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints procedure below.

In all correspondence please state **your** policy number that **your** insurance is provided by UK General Insurance Ltd and quote scheme ref 05780A.

The contact details are:

Customer Care Manager
UK Warranty Ltd.,
Picktree Court,
Picktree Lane,
Chester-le-street,
County Durham,
DH3 3SY

Tel 03330436690

In **your** complaint cannot be resolved by the end of the next working day, UK Warranty Ltd will pass it to:

The Customer Relations Manager,
UK General Insurance Limited
Cast House,
Old Mill Business Park,
Gibraltar Island Road,
Leeds,
LS10 RJ.
Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange Square,
London,
E14 9SR,
Tel: 0300 123 9 123

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

Data Protection Act (1998)

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.