# POLICY TERMS AND CONDITIONS

**Please be aware that for policies first purchased when your product is no longer protected by its manufacturer's guarantee:**

- **there is a 30 day wait before the policy will start; and**
- **an excess of £49 or £99 applies for the first 90 days from the start date of your policy, depending on the price range of your product.**

**For policies first purchased when your product is still protected by its manufacturer's guarantee, there is no wait period, nor is there an excess.**

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, form your agreement with us. We have not given you a personal recommendation as to whether this policy is suitable for your needs.

## Definitions

**policy:** this contract of insurance.
**product(s):** the appliance(s) protected by this policy, as shown on your certificate.
**we/us/our:** Domestic & General Insurance PLC, the provider of the policy.
**you/your:** the person named on your certificate.
**your certificate:** the personalised section of your policy documentation, sent to you once you have taken out a policy.

## Is this policy for you?

You must be at least 18 years old and resident in the United Kingdom to be eligible. Your product must be:

- owned by you;
- in good working order when you take out the policy;
- located in the United Kingdom; and
- used for personal and non-business purposes only.

Your product must have cost £100 or more when purchased.

## Important conditions

- All information you give must be true, factual and not misleading.
- Your product must have been installed, maintained and used in accordance with the manufacturer's instructions.
- Your product must be used in a private home, solely occupied by a single household (at the address you gave to us).
- For products which can store data, you must ensure that your product does 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 responsibilities

You must arrange any work required to make your product accessible and compliant with all relevant safety standards and safe to work on (as determined by our repairer). For example, where there is a pest infestation or if hazardous material is present you will need to arrange for this to be safely removed. You must take reasonable care of your product. This includes caring for it in line with the manufacturer's instructions and not allowing it to be subject to adverse weather conditions. We will not do any work where these standards are not met.

## What this policy covers

Subject to the terms and conditions (including, where relevant, payment of the excess), this policy covers:

**Breakdown (after the manufacturer's guarantee)**

If your product suffers a mechanical or electrical breakdown after the end of the manufacturer's parts and labour guarantee period, we will (at our option) do one of the following: authorise a repair, arrange a replacement or pay the cost of a replacement product.

**Accidental damage (during and after the manufacturer's guarantee)**

Both during and after the end of the manufacturer's parts and labour guarantee period, if your product suffers accidental damage (i.e. physical damage as a result of a sudden cause that means the product is no longer in good working order), we will (at our option) authorise a repair, arrange a replacement or pay the cost of a replacement product.

**Territorial limits**

Your product is covered for claims that occur in the United Kingdom.

## Wait period

Please note if your policy has a wait period (see the start date on your certificate), we will not provide any cover for the first thirty (30) days following your application date. We can provide the details of a contractor in your area, but any charge for work carried out cannot be reclaimed from us.

## How to make a claim

Please let us know about a claim as soon as possible. To make a claim go to www.domesticandgeneral.com/repairs

Alternatively you can call us on the number on your policy documentation to speak to the next available agent.

For policies first purchased when your product is no longer protected by its manufacturer's guarantee only there is an excess that applies for the first 90 days. For the first 90 days from the start date of your policy, you must pay an excess of £49 or £99 for each claim approved depending on the price range of your product, unless it is within 30 days of you having already paid an excess for a previous breakdown claim. The excess will be payable for each accidental damage claim you make during this 90 day period regardless of the timing of any previous claim. If we return your product to you and no work has been carried out, you will be entitled to have the excess you have paid for that claim refunded to you. Note, you do not need to pay an excess for repairs or replacements provided for mechanical or electrical breakdown of your product that are covered by the manufacturer's guarantee.

## Repairs

Where we authorise a repair we will pay call-out charges (if applicable), the cost of labour and the cost of parts (as long as these are not covered by another guarantee or warranty on the product). Only repairers approved by us are authorised to carry out repairs under this policy, unless we agree otherwise in advance. Repairs will be carried out onsite or offsite. Onsite repairs will be carried out within the repairer's normal working hours (which are at least 9am to 5pm, Monday to Friday, except public holidays) on a date agreed with you. Please have your policy documentation to hand when the repairer arrives. For offsite repairs, we will arrange and pay for collection of the product.

For issues with accessories (for example TV remotes), we may simply send you a replacement instead of arranging a repair.

If we authorise a repair but are unable to find a repairer, we'll permit you to use your chosen repairer. You will have to pay them and claim the cost back from us. Please keep a copy of your invoice to send to us.

If we permit you to use your chosen repairer and the proposed repair is estimated to cost more than the repair authority limit £150, then you must ring the repair authority line on 0800 597 8580 for an authority number before work starts.

## Replacements

In some situations we will arrange to replace your product instead of repairing it (for example where we cannot repair it or we decide that it is uneconomical for us to repair your product). In these circumstances, we will arrange to replace your product with one of a same or similar make and technical specification.

If we cannot reasonably arrange a replacement, we will give you

vouchers instead. The vouchers will be for the full retail price (from a retailer chosen by us) of a replacement product of the same or similar make and technical specification. The vouchers will also pay for the delivery.

All vouchers will be valid for 12 months from the date of issue. Voucher settlements will be sent to the last address you gave us. If vouchers are not available we will provide a cash equivalent.

### Product disposal and delivery, installation and other costs

If we arrange a replacement or give you vouchers for a replacement, we will pay the supplier's delivery charge.

If the product is taken or sent away from your home for repair but is then replaced, the original product will become our property and we will dispose of it. If your product remains in your home, you will be responsible for disposing of it at your own cost.

In all cases you will be responsible for installing the new appliance and paying any related costs.

### What happens if your product is replaced?

If we decide to arrange to replace your product (or to pay a settlement towards a replacement), your policy will end immediately. No refund will be due.

### Exclusions

We shall not approve work or payments for or arising from:

- claims where you have breached the important conditions or failed to comply with your responsibilities set out in this policy;
- cosmetic damage such as damage to paintwork, dents or scratches;
- your failure to follow the manufacturer's instructions;
- data loss or corruption, external data carriers, other input devices (scanners, mouse devices), other external controllers (if not included when purchasing the product), installing, modifying and upgrading software;
- software interface problems, satellite or cable systems or gaining access to cables within the fabric of a building or wall;
- damage to ceramic or glass surfaces (unless caused by an accident protected by the policy);
- any breakdown cost already covered by any manufacturer's, supplier's or repairer's guarantee or warranty on the product;
- any product not registered under the policy;
- 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;
- damage during delivery, installation or transportation of the product by a third party who is not under our instruction;
- costs or loss arising from not being able to use your product (e.g. hiring a replacement), or incidental costs caused by breakdown or repair (e.g. costs to remove or reinstate built-in or fitted equipment);
- any problem with the supply of electricity, gas, water, broadband or broadcast content;
- repairs required where the product is functioning within the manufacturer's tolerances (for example, number of pixel failures);
- replacement, recall or modification of the product (or any part) by a supplier or the manufacturer;
- routine maintenance, cleaning, servicing and routine re-gassing;
- work on anything not part of the product, for example fuel lines to the product and the flue systems from the product;
- normal operation or adjustment of the product controls (except following an approved repair under this policy);
- issuing a CP12 (gas safety certificate);
- any loss, damage or impairment to functionality caused by: earthquake, flood, lightning, 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 (such as computer viruses or date-change faults);
- damage to any other property or possessions, unless it is our fault;
- repairs carried out outside of your country of residence;
- repairs, maintenance work, or use of spare parts, where not authorised by us;
- any loss, damage or impairment to functionality caused by: theft, attempted theft, neglect, deliberate damage or damage caused by animals (other than pet cats or dogs), plants or trees;
- the cost of replacing any accessories (such as lawnmower belts, attachments, cables and cable joints, plugs, light covers, grills, removable parts, glass and enamel parts, catalytic panels, external piping, rain covers, starter connections and straps, 3D glasses, brushes and tubes, or audio pick-up systems including scanners);
- the cost of replacing any consumables (such as external fuses, blades, oil, petrol, batteries, rechargeable batteries, power cells, light bulbs changeable by the user, fluorescent tubes and related starter components, filters, vacuum cleaner bags, printer toner or ink cartridges, printer ribbons or fuel);
- commercial or business use including use by charities, not-for-profit organisations, local government or other such similar organisations (unless we agree to the use in writing beforehand).

### Paying your premium

You must pay the premium (inclusive of all applicable taxes) monthly by Direct Debit. You must make regular payments in accordance with the 'Payments schedule' set out in your policy documentation. If we are unable to collect a payment from your bank we may attempt to request payment again unless you advise us otherwise.

We will collect the payment for the first month of the policy approximately two to four weeks after the start date. Payments for all subsequent months will be collected monthly on your selected payment date (or the next working day if a weekend or bank holiday). This means that the second payment may be collected approximately two weeks after the first payment.

We may use a collection agency to recover any amount owing to us. If you do not pay for your policy on time, it will be suspended from the due date. Any requests for repairs past this date will not be considered for approval unless payment is received.

The premium payable is fixed for the first year of cover. In the future it may increase. At the start of both the second and third year of cover, the monthly premium will increase by no more than £2. As a result the total premium payable for that year will increase by no more than £24, when compared to the previous year. Note, your premium may also increase by more than the amounts specified above as a result of a change in the taxes charged on insurance policies and over which we have no control.

If you have received any introductory discounts to the premium (e.g. half price for the first three months), any premium increase will be applied to the level of premium being paid after the introductory discount has ended. So if your premium for the first three months is half price, the increase will be based on the price you pay for months four to twelve. After the first three years the premium may increase at our discretion.

In all cases, we will write to you to give you 30 days' notice of any increase in the premium and you can notify us if you wish to cancel. The notice will show the new amount to pay.

### Duration of the policy

**For policies first purchased when your product is no longer protected by its manufacturer's guarantee there is a 30 day wait before the policy will start.**

For all other policies, there is no wait period and the policy will begin once we process your application. Note, the 'start date' of your policy will be as specified in your certificate in your policy document. The policy continues indefinitely until cancelled or brought to an end in accordance with these terms and conditions.

You should review this cover periodically to ensure it remains adequate. We will contact you by post, telephone, email or SMS every 12 months to remind you of the benefits and cost of your protection.

### Your right to cancel

The 'cooling off period' is the fourteen (14) day period from receipt of your documentation or from the policy start date, whichever is later. If you change your mind during the cooling off period, you can cancel your policy and you'll receive a refund of any premium paid.

After the cooling off period – If you cancel your policy after the cooling off period, your policy will remain in place until the end of the period for which you have already paid and you will not receive any refund.

If your policy automatically ends or is cancelled by us, these rights do not apply (see 'Our right to cancel your policy or bring it to an end' below).

### How to cancel

If you wish to cancel your policy, please contact us on 0800 597 8615 (8am-8pm Monday-Saturday and 8am-6:30pm Sunday, except public holidays). You can also cancel by using the cancellation form on our website, or by writing to us, at the addresses specified in the 'Customer services 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 policy. If you do wish to cancel, please contact us directly to avoid any communications regarding outstanding payments.

### Our right to cancel your policy or bring it to an end

If we have reasonable grounds to believe that you have (or anyone acting for you has) claimed under this policy knowing the claim to be dishonest, exaggerated or fraudulent then we may cancel the policy immediately without any refund of premium or excess (see 'Fraudulent activity' below).

We may cancel this policy where there is a valid reason for doing so by giving you at least 7 days' written notice and you will receive a pro rata refund of the premium paid for the remaining unexpired days of your policy. Valid reasons include but are not limited to the following:

- where you fail to comply with certain conditions and obligations (see 'Important conditions', 'Is this policy for you' and 'Your responsibilities' above);
- where you fail to pay for the policy (see 'Paying your premiums' above);
- where we have reasonable grounds to believe you have (or anyone acting for you has) engaged in fraudulent activity against us or our service providers and/or provided us with false information with respect to another policy you hold or have held with us (see 'Fraudulent activity' below); or
- where you have used threatening or abusive behaviour or language towards our staff or suppliers.

If at any time we arrange to replace your product (or give you a voucher settlement), your policy will automatically end (see 'What happens if your product is replaced?' above).

### Customer services details

For customer services: sign in to My Account at www.domesticandgeneral.com/myaccount, call 0333 000 9799 or write to us at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP.

Calls cost the basic rate per minute plus your phone company's access charge, except calls to 0800 numbers which are free. Lines are open, at a minimum, from 9am to 5pm, Monday to Friday (except public holidays). Calls may be recorded and monitored for quality and training purposes.

### How to complain

If you wish to complain or you are unhappy with the service provided, please contact our customer services team (see 'Customer services details' above). If you are not satisfied with how we respond you can then ask the Financial Ombudsman Service (FOS) to review your case. They can be contacted at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR, on the website http://financial-ombudsman.org.uk/, or by email at: complaint.info@financial-ombudsman.org.uk, or phone 0800 023 4567.

Referral of your complaint to the FOS does not affect your right to take legal proceedings.

### Transferring your policy

With our permission you may transfer your policy to a new owner of the product by giving us their details either over the telephone or in writing. You cannot transfer it to any other item (except for replacements of your product provided under a manufacturer's guarantee).

### Changes to these terms and conditions

At any time we may 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
- improve the scope or nature of the protection provided to you.

After the first three years of the policy we may modify or replace these terms and conditions for other reasons.

In all cases we will give you thirty (30) days' written notice of any change that could affect your rights or obligations and provide you with a brief explanation of such changes. The new terms and conditions will take effect from the date specified in the notice. If you do not agree with the changes, you may cancel the policy by notifying us within that notice period and you will receive a pro rata refund of any premium paid for unused days of your policy.

### Data Protection Information

Domestic & General Services Ltd (for service, maintenance & support plans), Domestic & General Insurance PLC (for insurance policies) are the Data Controllers for your information. This is a brief summary of how we're protecting and respecting your privacy in accordance with data protection legislation. For more information go to https://www.domesticandgeneral.com/privacy-cookies-policy

### How do we use your data?

We use the data we hold about you in order to provide your appliance registration, appliance protection (where applicable), handle repair requests, fulfil obligations under the plan/policy, or let you know about information, products or services that interest you, or record phone calls, or for analytical or statistical purposes. We also undertake market research and customer surveys, as well as safeguarding against fraud and money laundering, and for the rare event of product safety recalls. Should you choose to provide it, we may also process information concerning your health to help us offer you the best possible service and we'll use this information only as necessary to fulfil our contract with you and our regulatory obligations.

### Do we share your data?

Your data is shared across our group companies and with other companies who provide products or services to us, or who perform services on our behalf.

### What happens with international data transfers?

We may transfer your data to countries (including the US and South Africa) which may not have data protection laws which provide the same level of protection as provided in the UK. But don't worry, we have adequate safeguards in place to help ensure that everything is adequately secured and protected.

### What are your rights?

You have the right to ask us to:

- not use your data for marketing purposes
- send you a copy of the personal information we have about you
- delete your data (subject to certain exemptions)
- correct or delete any inaccurate or misleading data
- restrict the processing of your data
- provide a copy of your data to any controller
- lodge a complaint with the local data protection authority

### How long do we keep your data?

We won't keep your information for any longer than is necessary. In most cases that's 10 years (a reasonable expectation of average product ownership), or 6 years following the expiry of a contract.

### Any other questions?

Please contact The Group Data Protection Officer by emailing dataprotection@domesticandgeneral.com or, go to https://www.domesticandgeneral.com/privacy-cookies-policy

### Exclusion of third party rights

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

### Fraudulent activity

1. We may provide your details to third parties in order to detect possible fraudulent activity.
2. If we believe that you have (or anyone acting for you has) engaged in fraudulent activity against us or our service providers, or provided us with false information we may request extra information in support of your application or claim (such as proof of purchase).
3. If we have reasonable grounds to believe that you have (or anyone acting for you has) made a claim under this policy knowing the claim to be dishonest, exaggerated or fraudulent, then we may:
   - request extra evidence in support of your claim (such as proof of purchase or other documentation);
   - decline your claim and immediately cancel your policy without any refund of premium or excess paid;
   - recover from you the cost of any claim already paid to you under this policy and the cost of any investigation into a fraudulent claim under this policy (and we may initiate legal proceedings to do so);
   - report you to the relevant authorities, including the police;
   - put the details of the fraudulent claim onto a register of claims through which insurers share information to prevent fraudulent claims. A list of participants names and addresses are available on request.
4. If we have reasonable grounds to believe that you have (or anyone acting for you has):
   - engaged in fraudulent activity against us or our service providers; and/or
   - provided us with false information,

   with respect to another policy you hold or have held with us, we may cancel this policy as well as any other policies you have with us and/or reject any applications for new policies (see 'Our right to cancel your policy or bring it to an end' above). You will receive a refund of any premium paid for unused days of the policy.

### 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 these terms and conditions will reduce or affect your statutory rights; for further information about your statutory rights contact the Citizens Advice Bureau website www.citizensadvice.org.uk or 03444 111 444.

### The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. If we cannot meet our obligations to you under the policy, compensation may be available to cover these obligations. The compensation provides for 90% of any claim with no upper limit on the amount of the claim. Full details are available at www.fscs.org.uk or by writing to them at: FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, or by contacting them on 0800 678 1100.

## Access and support

We offer a number of services for customers who have disabilities including providing our documents in Braille, large print or audio formats. We may also make accommodations to the way we provide our services on a case by case basis. For further information please contact us (see 'Customer services details' above).

### Company information

This policy is provided by Domestic & General Insurance PLC. Registered in England and Wales. Company No. 485850 Registered office: Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS.

Domestic & General Insurance PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number 202111). Our address and details of our authorisation can be checked on the FCA website (https://register.fca.org.uk).

### 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 & General Insurance PLC will notify you 14 working days in advance of your account being debited or as otherwise agreed. If you request Domestic & General Insurance PLC 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 & General Insurance PLC 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 & General Insurance PLC 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.