



This Service Contract is provided by Appliance Care Cover, 89b Yarmouth Road, Norwich, Norfolk, NR7 0HF (the "Providers").

Members of Appliance Care Cover can claim for electrical repairs, appliance repairs and appliance replacements. At their absolute sole discretion, the Providers will give the benefits described in this Service Contract for the Contract Term and for any subsequent period that the Providers and you may agree. This Service Contract will not be in force unless you have paid all amounts due to us for the Service Contract.

UNDERSTANDING YOUR SERVICE CONTRACT

This Service Contract is designed to offer you peace of mind against unexpected expenses arising from the use of your appliance. Please read this Service Contract carefully and make sure you understand it fully and are willing to comply with its terms and conditions in order that you can achieve maximum benefit from it. Whilst we will always try to be fair and reasonable in our operation of the scheme, please take care to follow the rules properly, as a failure to do so may jeopardise the payment of any claims and could lead to your Service Contract becoming void. This service contract does not cover accidental damage.

MAINTAINING PROTECTION UNDER YOUR SERVICE CONTRACT

You may pay for your Service Contract on a bi annual, annual, quarterly or monthly basis. If you have elected to pay your fees monthly we will collect your monthly fee for this Service Contract from your bank account on an agreed date of each month and, subject to the successful collection of that monthly fee, we will provide the cover detailed in this Service Contract wording for the month in which the monthly fee has been collected. This Service Contract commences on the date shown on your Service Contract Certificate and continues by the period highlighted on your Service Contract Certificate upon receipt of your monthly or annual fee payment. This Service Contract does not have a specified end date and cover will continue until either you or we cancel the Service Contract. However, should you fail to make a payment your cover will cease 30 days from the date the last fee payment was received by us. We will notify you of your failed payment via telephone and assist you with getting up to date. If we fail to reach you via telephone, a letter will be sent to the address recorded on your Service Contract Certificate. Your Service Contract will automatically renew following receipt of your payment for the period of protection as defined in your Service Contract Certificate.

DEFINITIONS

Betterment - the provision for the depreciation of the appliance over time. At the absolute sole discretion of the Providers, betterment may be applied at 10% per annum from the start of your Service Contract; Service Contract Certificate means the written confirmation you received from the Providers confirming your details and the details of the appliance(s) that is/are the subject of this Service Contract.

Cooling Off Period - In respect of all sections of the Service Contract, no claim can be made for any event that occurs within 30 days of the commencement date of this Service Contract as shown in the Service Contract Certificate.

Event - mechanical electrical breakdown that generates a claim under this Service Contract.

Mechanical Electrical Breakdown - an actual and sudden mechanical failure, electrical failure or breakdown that results in the sudden stoppage of the appliance's normal function and that necessitates repair to resume those functions.

Fee Payment - the sum you pay either monthly, quarterly, annually or bi-annually as preferred by you, to the Providers for the provision of this Service Contract.

Period of Protection - The Service Contract period noted on your Service Contract Certificate, as determined by you depending on your preference for payment.

Territorial Limits - This pertains to the specific geographical locations where cover is valid. This includes Great Britain, Northern Ireland, Isle of Man and the Channel Islands.

We/Us/Our - the Providers.

You/Your - the owner of the appliance named on the Service Contract Certificate.

THE SERVICE

Subject to the Conditions, Exclusions, Limitations and Claims Procedure, the Providers agree that in the case of an event outside your manufacturer's guarantee period and within the territorial limits during the Contract Term, we shall, at our absolute sole discretion, pay for the cost of repair by the approved repairer when authorised by us or replacement when authorised and arranged by us. Subject to our absolute sole discretion, our maximum liability in respect of any one claim relating to an event will be the replacement cost of the appliance subject to any betterment as per the terms of this Service Contract. Any benefit provided by the Providers under this Service Contract shall be granted solely by the Providers, and in every case, shall be made only upon such terms and conditions as the Providers determine. For the avoidance of doubt, the limit of or the provision of the benefit shall only be made in the absolute discretion of the Providers. For the avoidance of doubt, this is a contract for the provision of specific services supplied at our absolute sole discretion, and this is not a contract of insurance, a guarantee or an insurance policy.

GENERAL CONDITIONS

1. Claims Notifications & Requirements

In order to make a claim, you or your personal representative must:

a) within 14 days of the occurrence of the event, notify the Providers through our customer service helpline on 0800 7569 878, Monday to Friday 9am - 5:30pm (excluding bank holidays); Under the service contract the total amount that can be claimed in one policy year is £1000 in total.

You must also ensure:

a) you hold the appliance or parts thereof available for inspection for 30 days following the submission of a claim.

b) when requested to do so, and within 14 days of receiving such request, deliver to the Providers a written statement of all reasonable particulars and details of the appliance affected, the appliance's value and the event, and furnish all such documents, explanations and other evidence as may be reasonably required by the Providers. Unless all of the terms of this condition (as detailed above) are complied with, at our absolute sole discretion a claim under this Service contract may not be payable.

2. Appliance replaced under this Service Contract

Should the appliance be replaced during the Contract Term, you must notify us of the alternative appliance make/model to be covered by this Service Contract.

3. Access

The Providers or their representatives shall have the right at all reasonable times to have access to the appliance during the period any repairs are undertaken by you or a designated repairer.

4. Subrogation and Observance

If a claim arises as a result of the act or default of a third party, at the request and expense of the Providers, you shall take and permit to be taken in its name all necessary steps to enforce its rights against any such third party. The Providers will not be liable to replace or repair the appliance under this Service Contract unless you have duly complied with all of the terms and conditions contained in this Service Contract.

5. Fraud

You must not act in a fraudulent manner. If you, or anyone acting for you, makes a claim under the Service Contract knowing the claim to be false or fraudulently exaggerated in any respect, or makes a statement in support of a claim knowing the statement to be false in any respect, or submits a document in support of a claim knowing the document to be forged or false in any respect, or makes a claim in respect of any loss or damage known by you to be as a result of a wilful act or with your connivance, then the Providers:

i) will not pay the claim and will not pay any other claim which has been or will be made in connection with the declared appliance or piece of appliance.

ii) will be entitled to recover the amount paid under the Service Contract relating to the specific declared piece of appliance since inception.

iii) may inform the police of the circumstances.

6. Legal and Governing Law

This Service Contract may only be relied on and enforced by the Providers and you and shall not be directly or indirectly enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise. This Service Contract shall in all respects be governed and construed in accordance with the laws of England and Wales and, subject to the terms of this clause, any disputes arising between the parties under this agreement shall be referred to the exclusive jurisdiction of the courts of England and Wales.

CLAIMS COVERED

The providers, at their absolute sole discretion, will cover the following: Any domestic appliance you chose to cover in your membership. The Providers or their representatives, at the Providers' absolute sole discretion, will repair or replace domestic appliances in the event of a mechanical or electrical breakdown. Domestic appliances include, but are not limited to, washing machines, tumble dryers, condenser dryers, dishwashers, refrigerators, microwaves, cookers, fridge-freezers and chest freezers.

You are entitled to call our claims line to receive help and assistance if a domestic appliance stops working. If your appliance suffers an electrical or mechanical breakdown and the Providers are not able to resolve the problem, we will, at our absolute sole discretion, decide to either approve a repair or to pay part or all of the cost of replacing your equipment, subject to our terms and conditions.

EXCLUSIONS

As described above, we very much hope that your Service Contract will give you peace of mind through protection against the cost of repairs and replacements for its full duration, but obviously some things are not covered:

1. Inherent defects, wear and tear, etc.
- 1.2 Ice/drinks dispenser on fridge freezers are not covered.
- 1.3 Draws and shelves, seals and rubber trims in fridge freezers are not covered.
- 1.4 Wheels, baskets, runners in dishwashers are not covered.
- 1.5 Where and tear on all hardware of appliances ie. knobs, buttons, dials, soap dispensers in dishwashers and washing machines.
- 1.6 If it is deemed an appliance has come to the end of its life purely down to its age, rather than a specific breakdown, we are unable to provide a new appliance

Damage to or destruction of the appliance caused by it's own defective design materials or workmanship, a latent defect or defects, gradual deterioration, wear and tear, corrosion, rust, condensation or evaporation, dampness, dryness, dust, change in temperature and foreign objects; faulty or defective workmanship, operational error or omission on your part or the part of any person using the appliance with your express or implied consent; mechanical or electrical breakdown or derangement caused by the appliance itself; and handling and/or use of the appliance that is not in accordance with the manufacturer's instructions as set in their handbook supplied with the appliance. Clunks and other minor issues. These do not necessarily indicate a fault with the appliance. But are just a sign of its age. We will not attend an appliance that is working or has started to make a noise.

2. Other issues

The following are not covered by the Service Contract: repairer costs and charges where a fault cannot be found with the appliance or when the appliance is used in unapproved commercial locations. Such approval may be obtained in advance of use from the Providers; an appliance that does not meet the current electrical regulations in force at the time of purchase or faults relating to the installation of the appliance; work, which relates to a manufacturer recall or routine maintenance of the appliance, supplies or service in your home; accidental damage or cosmetic repairs; claims arising from the interruption, failure or disconnection of public services to your home

(including water, electricity or gas supply) however caused or from gas leaks; total loss of use of the appliance due solely to the non-availability of replacement or substitute parts, in which case the Providers shall, at their absolute discretion, offer a settlement based on the depreciated value subject to betterment of the appliance and the estimated cost of repairs had the parts been available. If you request any additional work, replacement parts or components of a superior specification are fitted, you will be responsible for any additional costs. The VAT element of any claim where you are VAT registered.

3. Intentional acts

You will understand that you are expected to take all reasonable precautions when using, carrying or storing your appliance. This Service Contract does not cover any event occurring as a result of intentional acts, willful neglect, intentional or reckless overloading of, or the imposition of any abnormal conditions on, the appliance.

4. War Risk and Terrorism

Subject to the exclusions of this Clause 4 herein, an event occurring as a result of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority; damage or destruction caused by, contributing to, or arising from an act of terrorism.

5. Consequential loss

Any consequential loss or damage arising from the event or from any cause whatsoever. Consequential loss shall include, but not be limited to, any financial loss or the cost of business interruption arising from the loss of use of the appliance, or the loss of information contained in or stored on the appliance, any time and cost involved in reinstating such information, and any liability to any third party for delay or non performance of any contract with the third party. Consequential loss shall also include loss of use of any item of appliance (not itself subject to an event) due to its incompatibility with any item of appliance repaired or replaced pursuant to this Service Contract.

6. Use by others

An event occurring whilst the appliance is in the custody of a third party. In this exclusion, third party means anyone other than you or a member of your immediate family normally resident at the address shown in the Contract Schedule.

7. Guarantees

Any amount that is recoverable upon the occurrence of an event at no expense to you under any guarantee, warranty, maintenance and rental hire or lease agreement.

8. Replacing Appliances

At our absolute sole discretion, if we are unable to repair your appliance, we may arrange a replacement or provide you with vouchers that are valid with a retailer of our choice. You may be responsible for disposing of the original equipment and you may also be required to pay for the delivery and installation charges.

9. Excess

Any replacement appliances will be subject to a mandatory £50 excess regardless of make/model or age, there is no excess on repairs or call outs

10. Engineer definition

If an engineer has attended your property to repair an appliance, and the issue is user error, all fees and call-out charges are payable by the customer

If our engineer deems a fault to be an on-going issue or reoccurring problem from before your policy started with ourselves or an intentional attempt to make a fraudulent claim for our appliance, all fees and call-out charges will be payable by the customer and your policy will be immediately canceled

COMPLAINTS

The Providers are committed to maintaining a high standard of professional conduct in all dealings with customers. If you have a query or complaint, you should contact the Providers at 89b Yarmouth Road, Norwich, Norfolk, NR7 0HF or on 0800 7569 878.

COOLING OFF PERIOD AND CANCELLATIONS

We sincerely hope that you are more than happy with the support that this Service Contract provides. However, if after reading this Service Contract, it does not meet your requirements, please call us on 0800 7569 878 or return it to Appliance Care Cover, within fourteen (14) days of issue and we will refund your fees in full. You may not make any claims under this Service Contract until after the first thirty (30) days have passed from the date of your first Fee Payment. Where your Service Contract is canceled within the cancellation period fourteen (14) days, you will receive a refund of any fee you have paid to us and your Service Contract will be canceled immediately. Where your Service Contract is canceled outside the cancellation period, cancellation will be effective immediately and Appliance Care Cover will rebate the proportion of your contract fee due, based on a pro-rata calculation of the number of whole months your service contract has remaining. If you cancel your policy within 12 months of us supplying you with a new appliance, the total cost of the appliance is payable by the customer minus any premium collected.

CUSTOMER SERVICE AND COMPLAINTS

The aim of Appliance Care Cover LTD is to provide you with a first class service at all times. However, we realise that things can sometimes go wrong and there may be occasions when you feel that you have not received the service you expected. When this happens we want to hear about it so we can try to put things right. Please write to make a formal complaint. It is the intention to give you the best possible service, but if you do have any questions or concerns about this service contract or the handling of a claim, you should follow the Complaints Procedure below:

Complaints regarding:

SALE OF THE SERVICE AGREEMENT

If your complaint about the sale of your service contract cannot be resolved by the end of the next working day, your agent will pass it to:

Customer Relations Department
89b Yarmouth Road, Norwich, Norfolk, NR7 0HF.
To speak with an advisor, call the customer service on 0800 7569 878

OVERDUE PAYMENTS

If your account goes into arrears for whatever reason, you will not be able to make a claim for 90 days after the arrears payment is made.

CLAIMS

Please contact: 0800 7569 878
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.

DATA PROTECTION ACT

Details of you and your Service Contract will be held by the Providers and the Providers in their computer records for underwriting, processing, claims handling and fraud prevention, subject to the provisions of the Data Protection Act 1998.

To help us improve our service, we may record or monitor telephone calls, subject to the provisions of the Data Protection Act 1998 and any other relevant legislation. It may however be necessary for us to pass data to other organisations (including organisations based outside the eu in countries which may not have laws to protect non-public personal information) that supply products and services connected to your plan, in which case appropriate measures will be taken to ensure that data is kept securely and only used for the purposes for which it was provided.