POLICY TERMS AND CONDITIONS

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.

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 Services Limited, the provider of the policy.
you/your: the person named on your certificate.
your certificater: 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.

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 engineer). 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

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.

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.

Territorial limits

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

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.

Repairs

Where we authorise a repair we will pay call-out charges, 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 engineers approved by us are authorised to carry out repairs under this policy, unless we agree otherwise in advance. Repairs will be carried out within the engineer'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 engineer arrives.
If we authorise a repair but are unable to find an engineer, we'll permit you to use your chosen engineer. 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 engineer 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

1. 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.
2. 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.
3. 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.

We will pay up to £50 towards installation costs associated with any replacement kitchen product, laundry product or TV provided under this policy. In all other cases you will be responsible for installing the new appliance and paying any related costs.

If we are unable to find an installer for your kitchen, laundry or TV goods, we'll permit you to use your chosen installer. You will have to pay them directly and we will reimburse you up to £50. Please keep a copy of your invoice to send to us.

What happens if your product is replaced?

If the manufacturer replaces your product under a manufacturer's guarantee, the policy will continue on the replacement product as if it were the original product.
If we decide to replace your product (or to pay a contribution), your policy will end immediately and any unpaid premium for the current policy period will become due. No premium paid will be refunded.
For voucher settlements we will deduct any premium outstanding for the duration of your policy from the voucher settlement.

Exclusions

We shall not be liable for:

- claims where you have breached the important conditions or failed to comply with your responsibilities set out in this policy;
- damage during delivery, installation or transportation of the product by a third party who is not our agent;

- any breakdown cost already covered by any manufacturer's, supplier's or repairer's guarantee or warranty on the product;
- replacement or recall of the product (or any part) by a supplier or the manufacturer;
- 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 routine re-gassing;
- 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);
- damage to any other property or possessions, unless it is our fault;
- cosmetic damage such as damage to paintwork, dents or scratches;
- 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;
- 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);
- repairs, maintenance work, or use of spare parts, where not authorised by us;
- damage to ceramic or glass surfaces (unless caused by an accident protected by the policy);
- data loss;
- 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);
- 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;
- external data carriers, other input devices (scanners, mouse devices), other external controllers (if not included when purchasing the product), installing, modifying and upgrading software;
- repairs required where the product is functioning within the manufacturer's tolerances (for example, number of pixel failures);
- software interface problems, satellite or cable systems or gaining access to cables within the fabric of a building or wall;
- normal operation or adjustment of the product controls (except following an approved repair under this policy);
- work on anything not part of the product, for example fuel lines to the product and the flue systems from the product; and
- issuing a CP12 (gas safety certificate).

Paying your premium

- If you pay the premium (inclusive of all applicable taxes) monthly in instalments. You must pay it by the agreed payment method. The agreed payment method will be confirmed in your certificate of insurance. 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 by the agreed payment method we may attempt to request payment again unless you advise us otherwise.
- The collection of the first payment may need to be taken on a different date from your regular selected payment date. For example, for Direct Debit 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. Please check the Payments schedule' in your policy documentation for more information.
- When you have paid the premium monthly for the number of consecutive months shown in the 'Payments schedule', if the initial policy period has not yet expired, no further payment will be taken for the remainder of the initial policy period, unless and until your policy renews for a further period (see 'Duration and renewal of your policy' below).
- If instead you choose to pay all the premium for the period in advance in one payment, you must pay this amount (inclusive of all applicable taxes) before the policy will start.
- 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. Where you are paying your premium in advance in one payment, the retailer will hold your premium as agent for us and use it to pay refunds, if you cancel your policy in the cooling off period. Any premium you pay is taken to be received by us as soon as it has been paid by you.

Duration and renewal of your policy

The policy period begins on the 'start date' and continues until the 'renewal date', as specified in your certificate (unless cancelled or brought to an end in accordance with these terms and conditions). Before your policy period ends, we will contact you by post, telephone, email or SMS about renewing your protection. You will be informed of the new amount to pay. The premium payable may increase at renewal.

During the first period of cover of this policy, you are opted out of automatic renewals. You will need to make payment for the policy to continue.

After the first period of cover:

- If you pay for your policy by instalments and your policy is set to automatically renew, you do not need to do anything to ensure that you stay protected. We will automatically renew your protection each year for a further twelve months with a new policy, unless you inform us otherwise. You need to contact us if you do not wish to renew. Unless you have advised us otherwise, the renewal premiums will be collected from your specified bank account.
- If you pay by any other means or your policy is set to not automatically renew, you will need to make payment for your policy to continue.

A cooling off period (lasting 14 days from renewal of the policy or the day on which you receive your renewal documentation, whichever is the later) applies at the renewal of your policy. We reserve the right not to offer you a renewal on your policy.

Cancellation and ending of the policy

Cooling off period – Changing your mind

1. When you first take out the policy the 'cooling off period' is the forty five (45) day period from receipt of your documentation or from the policy start date, whichever is later.
2. If you change your mind during the cooling off period, you can cancel your policy and we'll refund any premium paid.
3. 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).

After the cooling off period

If you cancel your policy after the cooling off period and after the manufacturer's parts and labour guarantee period, then we'll refund the premium paid by you for the remaining full months of your policy. If you pay for your policy by instalments, you might not have paid for any future months of your policy. If so, you will not receive any refund.

How to cancel

If you wish to cancel your policy, please contact us on 0800 597 8615 (7 days a week, 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 address specified in the 'Customer services details' section. If you are paying by instalments and tell your bank or payment provider to cancel your payment, 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' 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.

Customer services details

For customer services: sign in to My Account at www.domesticandgeneral.com/myaccount, call 0333 000 4936 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 www.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 to a new owner

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

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
- reflect changes in the scope or nature of the protection provided to you.

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.

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 the conditions will reduce or affect your statutory rights. These rights include the right to claim for a refund, repair, or replacement for up to six years (in Scotland it's up to five years after you become aware, or could with reasonable diligence have become aware there was a problem) if your electrical goods were not of satisfactory quality or fit for their purpose when they were sold to you. After the first six months you will have to prove that the goods had a fault when sold to you and the longer it takes for the fault to appear the more difficult this will be. For further information about your statutory rights contact the Citizens Advice Bureau: 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).

Other providers

You should be aware that extended warranties are available from other high street outlets, insurance companies and other providers. Cover may also be available for limited periods on some products from your credit card provider. Some household contents insurance policies offer cover for accidental damage, fire or theft. However, you may find that an excess is payable and a claim may affect the cost of subsequent insurance premiums.

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.