



Domestic Appliance Care

TERMS AND CONDITIONS

Company Number: 09769812; Registered Address: 15 St Catherine's Road, Bournemouth, BH6 4AE

APPLIANCE CARE

Thank you for placing your multi appliance service plan with us. In this booklet, you will find important information relating to your service plan.

Please read this wording carefully as it contains information about the service plan including Terms & Conditions, How to Make a Claim, Important Contact Information, and your Cancellation Rights.

This wording forms part of your Service contract with us, so please keep it in a safe place.

Should you find you have to make a repair, we will do everything we can to make the process as quick and hassle-free as we can. You can find simple details of what to do in the event of a claim on Page 5 of this Plan booklet.

Yours sincerely
Domestic Appliance Care
Head of Customer Relations

USEFUL

CONTACT INFORMATION



domesticappliancecare.com



0800 007 3733



hello@domesticappliance-care.com

FOR DETAILS ABOUT OUR OPENING HOURS, PLEASE CHECK ONLINE



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DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this **Service Plan** in **bold** with a capital letter.

ACCIDENTAL DAMAGE

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

BEYOND ECONOMIC REPAIR (BER)

Referred to as **BER**, which means, in the opinion of **Our** approved engineer, the cost of repair is more than the cost of replacement.

CALL OUT

The attendance of an engineer to **Your Home** during normal working hours (9am – 5pm Monday to Friday excluding Bank Holidays).

SERVICE PLAN LIMIT

Your service plan unlimited claims up to a maximum of £800 or £500 (dependent on which level was chosen at the point of purchase) in the aggregate during the Service Period.

Consumer Electronic Product(s): The item or items purchased and owned by You, in full working order, from a VAT registered company and for which You hold Proof of Purchase and that is covered by Us as detailed in Your **Service Plan**.

CONSUMER ELECTRONIC PRODUCT(S): The item or items purchased and owned by **You**, in full working order, from a VAT registered company and for which **You** hold Proof of Purchase and that is covered by **Us** as detailed in **Your Service Plan**.

DEFERMENT PERIOD:

In respect of all sections of the **Service Plan**, no claim can be made for any incident that occurs within 45 days of the commencement date of this **Service Plan** as shown in the **Schedule**. Items added during the life of the **Service Plan** would also need to adhere to the **Deferment Period**.

DOMESTIC APPLIANCE PRODUCT(S):

The item or items purchased and owned by You, in full working order, from a VAT registered company and for which You hold proof of purchase and that is insured by Us as detailed in Your Plan Schedule

COMMENCEMENT DATE

means the start of the Service Plan as shown in the Schedule.

HOME

The property is situated in the United Kingdom, The Channel Islands or the Isle of Man, detailed on Service Plan

WE/US/OUR

Domestic Appliance Care

MECHANICAL / ELECTRICAL BREAKDOWN

The actual and sudden mechanical/ electrical failure or breakdown which results in the sudden stoppage of a Product's normal functions and which necessitates repair to resume those functions. Failure or breakdown that ultimately results from wear and tear is excluded from the scope of cover afforded by this **Service Plan**.

COVER PERIOD (MONTHLY):

This service plan commences on the date shown on Service Plan Schedule. Your Service Plan is renewed every month upon receipt of Your monthly payment. This service plan does not have a specified end date and cover will continue until either You or We cancel the Service Plan, subject to payment.

PLAN PERIOD (ANNUAL):

This service plan commences on the date shown on Service Plan Schedule and is renewed every year upon receipt of **Your Service Plan**.

SERVICE PLAN

Cover Level A

Your Service Plan offers up to £500 against the costs of any **Mechanical/ Electrical breakdown** or **Accidental Damage** for **Domestic Appliances Product** identified on **Your Service Plan**.

Where the **Domestic Appliances Product** was under 8 years of age at the annual payment and does not have a specified end date and cover will continue until either **You** or **We** cancel the **Service Plan**, subject to payment.

PLAN SCHEDULE:

Confirmation of the service plan details, **Plan** duration, component cover selected, and the **Claim Limit**.

TERRITORIAL LIMITS:

The United Kingdom of Great Britain and Northern Ireland.

YOU/YOURS:

This means the person who applied for this service plan and is named on the **Schedule** as the Plan holder.

time **You** purchased **Service Plan** and is declared **BER**, **We** may replace the Product with a Product of similar specification and functionality.

Where the **Domestic Appliances Product** is over 8 years of age but less than 15 years at the time **You** purchased **Service Plan** and is declared **BER**, **We** will contribute 30% of the replacement value.

We reserve the right to make settlement of any claim resulting in replacement of the **Domestic Appliance Product** in cash or by voucher and give **You** details of any changes to the terms and conditions of this service. **You** hereby authorise **Domestic Appliance Care** to transfer data for the purposes set out above, including data defined as 'sensitive personal data under the data protection act 1998 and consent to the new arranger and/or administrator being able to offer continuation of service to **You**. If at any time **You** wish to withdraw **Your** agreement to this, please let Domestic Appliance Care know by writing to the registered address.

Your contract with **Domestic Appliance Care** will run for a minimum of 12 months beginning from the **Commencement Date** as detailed in **Your Service Plan Schedule**.

Cover Level B

Your Service Plan offers up to £800 against the costs of any **Mechanical/ Electrical breakdown** or **Accidental Damage** for **Domestic Appliances Product** identified on **Your Service Plan**.

Where the **Domestic Appliances Product** was under 8 years of age at the time **You** purchased **Service Plan** and is declared **BER**, **We** may replace the **Product** with a **Product** of similar specification and functionality.

Where the **Domestic Appliances Product** is over 8 years of age but less than 15 years at the time **You** purchased **Service Plan** and is declared **BER**, **We** will contribute 30% of the replacement value.

We reserve the right to make settlement of any claim resulting in replacement of the **Domestic Appliances Product** in cash or by voucher and give **You** details of any changes to the terms and conditions of this service. **You** hereby authorise **Domestic Appliance Care** to transfer data for the purposes set out above, including data defined as 'sensitive personal data under the data protection act 1998 and consent to the new arranger and/or administrator being able to offer continuation of service to **You**.

If at any time **You** wish to withdraw **Your** agreement to this, please let **Domestic Appliance Care** know by writing to the registered address.

Your contract with **Domestic Appliance Care** will run for a minimum of 12 months beginning from the **Commencement Date** as detailed in **Your Service Plan Schedule**.

Where **Your Consumer Electronics Product** is under 8 years of age at the time **You** purchased **Your Plan** and is declared **BER**, **Your** item will be subject to a deduction for depreciation based upon the age of **Your Consumer Electronic Product(s)** in accordance with the following scale:

PRODUCT AGE	DEPRECIATION
Between 1 and 4 year old	10%
Between 4 and 5 year old	20%
Between 5 and 6 year old	40%
Between 7 and 8 year old	50%

We reserve the right to make settlement of any claim resulting in replacement of the **Product** in cash or by voucher.

WHAT PRODUCTS ARE COVERED?

WHAT PRODUCTS ARE COVERED?

Depending on the **Service Plan** selected, **You** may repair **Domestic Appliance** and **Consumer Electronic Products** that have been purchased in the UK, chosen from the following list:

Domestic Appliance Product(s):

- Dishwasher
- Free Standing Cooker
- Freezer
- Fridge/Freezer
- Cooker, Hob, Oven
- Microwave Oven
- Refrigerator
- Tumble Dryer
- Washer/Dryer
- Washing Machine
- Wine Cooler

Consumer Electronic Product(s):

- DVD Players/Blu Ray Players
- Hi-Fi System
- LCD/LED/Plasma Televisions
- Digital Radios
- Home Entertainment Equipment
- Sound servers if Wi-fi MP3 units
- Vacuum Cleaner
- De-Humidifier
- Halogen Oven
- Slow Cooker
- Food Processor

Your Products must be registered and **Your Service Plan** will not apply until 28 days after the **Your Service Plan** commencement date. **We** reserve the right to decline the inclusion of some manufacturers or **Products**;

WHAT IS IN YOUR PLAN

A: Mechanical / Electrical Breakdown Your Service Plan provides cover against **Mechanical / Electrical Breakdown** of the **Product(s)** identified on **Your Service Plan Schedule**. **Your Service Plan** includes parts, labour, and **Call Out** charges (inc. Vat) during normal working hours (9am – 5pm Monday to Friday) subject to the terms, conditions, and exclusions of **Your Service Plan**

Where the **Product** is under 8 years of age at the time **You** purchase **Your Service Plan** and is declared **BER**, **We** will replace the **Product** with a **Product** of similar specification and functionality.

Where the **Product** is over 8 years of age but **WHAT PRODUCTS ARE COVERED?** Depending on the **Service Plan** selected, **You** may repair Domestic Appliance and Consumer Electronic Products that have been purchased in the UK, chosen from the following list: less than 15 years at the time **You** purchase **Your Plan** and is declared **BER**, **We** will contribute 30% of the replacement value.

B: Accidental Damage

WHAT IS PROVIDED

a) Once payment has been debited from **Your** account **We** will arrange for **Your** Plan documentation to arrive promptly. **You** will need to check the Plan does meet **Your** needs and keep the Plan document in a safe place in case **You** need to refer to it. The **Product** shall be subject to the conditions set out below.

b) **Your** Plan relates to the **product(s)** that **You** have indicated **You** wish to be covered for.

c) In return for **Your** payments set out in the confirmation, **We** will repair or may replace the **Product(s)**. This pre-payment is for services to be rendered in a response to a possible future contingency.

WHAT IS NOT COVERED?

d) Customer services: **We** will provide a telephone helpline offering **You** help and assistance. **We** aim to offer **You Our** next-day service but please allow up to 3 working days for service response to accommodate unforeseen circumstances.

e) In the event that **Your Product** or any part of it suffers a **Mechanical / Electrical Breakdown**, **You** must inform the Us straight away on 0800 0073733 **We** will arrange for **Our** representative engineers to attend at **Your Home** as soon as is mutually convenient.

f) **We** will carry out repairs or replacements (as **Our** contracted engineers deem reasonable) to the **Product(s)**. In the event of a replacement being necessary, a replacement **Product** may be reconditioned.

WHAT IS NOT COVERED?

1. Repairs or replacements of the **Product(s)** will not be provided if the **Product(s)** are still covered by any manufacturer's, supplier's or repairer's warranty or arise from or in the event of:
- 2.
3. A **Domestic Appliance** or **Consumer Electronic Product** being recalled by any supplier or manufacturer due to a generic manufacturer defect or any other reason;
4. Any unauthorised modification of the **Domestic Appliance** or **Consumer Electronic Product(s)** including (without limitation) any upgrade not authorised by the person who supplied it to **You** or addition of any accessories not approved by the manufacturer;
5. **Your** failure to follow any operating instructions in relation to the **Domestic Appliance** or **Consumer Electronic Product(s)**
6. Use of **Domestic Appliance** or **Consumer Electronic Product(s)** in a non-domestic or commercial environment;
7. Where any damage to a **Domestic Appliance** or **Consumer Electronic Product** has been caused by loss, theft, or attempted theft;
8. No fault is found with **Your Domestic Appliance** or **Consumer Electronic Product(s)**;
9. Routine maintenance, cleaning, and servicing of the **Domestic Appliance** or, **Consumer Electronic Product(s)**, supplies, or services to **Your Home**;
10. Cosmetic damage such as damage to paintwork or dents or scratches to the Domestic Appliance or Consumer Electronic Product(s) ;
11. Replacement of any consumable or auxiliary items e.g. batteries or any accessories or peripherals that were not part of the original **Domestic Appliance** or **Consumer Electronic Product(s)** offerings at the time of purchase
12. The **Domestic Appliance** or **Consumer Electronic Product(s)** not properly installed by installers authorised by the supplier;
13. Any claim occurring within 45 days of the inception date of **Your Service Plan**
14. Costs associated with the initial set up;
15. Claims for rectifying maladjustment or incorrect configuration of setting the of manual controls;
16. Faults known to **You** before the commencement of cover under **Your Plan**;
17. Breakdown arising as a result of normal wear & tear;
18. Any other costs that are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this Plan;
19. Deliberate or malicious damage or neglect of the **Product(s)**;
20. The replacement of the **Product** where it is declared **BER** and was over 8 years of age at the time of inception of the Plan;
21. War: Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
22. Terrorism: Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

GENERAL CONDITION

23. Radiation: Any direct or indirect consequence of Irradiation, or contamination by nuclear material; or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fusion or fusion or other comparable reaction or radioactive force or matter.

24. Electronic data: any consequence, howsoever caused, including but not limited to a computer virus in electronic data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Plan, electronic data shall mean facts, concepts, and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software, and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Plan, a computer virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

GENERAL CONDITION

Repairs are only valid where authority has been issued by the **Domestic Appliance Care** or their appointed engineer.

1. The **Service Plan Administrator** will make reasonable attempts to obtain a suitable engineer, provided that provision of service is not 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. Schedule of Engineer coverage based on geographical locations;
- e. Other circumstances preventing access to **Your Home** or otherwise making provision of cover impractical.

2. **We** shall be entitled to:

1. Decline a repair if, in **Our** opinion, **Your Home** or services have not been maintained in a safe or serviceable condition;

2. Decide on the most appropriate means of providing a repair or replacement, although **We** will take **Your** wishes into account whenever possible;

3. **Your** assistance in carrying out such extensive diagnostic tests via the telephone as **We** see necessary to resolve any problems before **We** arrange an engineer **Call Out**.

4. You may be responsible for any **Call Out** charges if having requested assistance **You** are not at **Home** when the engineer arrives.

5. **We** will arrange to supply and fit replacement parts or components where required and covered under **Your Service Plan**. If **You** request any additional work or replacement parts, **You** will be responsible for the additional cost. **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.

6. If **You** move address then **You** must inform the **Domestic Appliance Care** in writing or by phone or by email.

7. Where the **Domestic Appliance Care** deems the **Product** to be **Beyond Economical Repair** or makes financial settlement in lieu of repair all benefits under this Plan will cease.

8. This **Service Plan** is automatically cancelled if **You** or anyone acting on **Your** behalf submits a repair request knowing it to be false, fraudulent, or a misrepresentation.

You must report any breakdown to the **Domestic Appliance Care** as soon as reasonably possible:-

**15 St Catherine's road
Bournemouth
BH6 4AE**

Tel: **0800 007 3733**

E-mail: **hello@DomesticApplianceCare.com**

(Normal working hours 9am – 5pm Monday to Saturday excluding bank holidays)

YOUR CONTRACT

YOUR CONTRACT WITH DOMESTIC APPLIANCE CARE

Domestic Appliance Care will arrange and administer **Your Service Plan**. If **You** need to contact **Domestic Appliance Care** regarding **Your Service Plan**, please phone the customer services number or write to the registered address.

Domestic Appliance Care will collect the payment in accordance with **Your** instructions. Any monies relating to the service plans that are held by **Us** (including payment collected by **Us**, payment to be refunded to **You**, and claims monies) shall be held by **Us**.

Domestic Appliance Care can amend these terms and conditions for legal or regulatory reasons as well as to benefit the group as a whole. Where this change benefits **You**, **We** will make the change immediately and notify **You** within 28 days. In all other cases, **We** will write to advise **You** of the change at least 28 days prior to any change taking effect. If the changes do not benefit **You** and **You** wish to cancel Your Plan, **You** may do so and **We** will follow the procedure as outlined under the section labelled 'How to Cancel Your Plan'.

Domestic Appliance Care will write to **You** if, in the future, it transfers, in full or in part, the arranging and administration of **Your Service Plan** to another service provider and/or administrator to confirm the details of the new provider and give **You** details of any changes to the terms and conditions of this service. **You** hereby authorise **Domestic Appliance Care** to transfer data for the purposes set out above, including data defined as 'sensitive personal data' under the data protection act 1998 and consent to the new arranger and/or administrator being able to offer continuation of service to **You**. If at any time **You** wish to withdraw Your agreement to this, please let **Domestic Appliance Care** know by writing to the registered address.

Your contract with **Domestic Appliance Care** will run for a minimum of 12 months beginning from the **Commencement Date** as detailed in **Your Service Plan**.

Should **You** wish to leave within this period, and have had a repair. **You** will be liable for the cost of the full 12 months **Service Plan**.

HOW TO BOOK A REPAIR

You must report any Breakdown to the **Customer Services** as soon as reasonably possible:-

(Normal working hours **9am – 5pm Monday to Friday excluding bank holidays**)

Domestic Appliance Care
15 St Catherine's road
Bournemouth
BH6 4AE

Tel: 0800 007 3733

E-mail: hello@domesticappliancecare.com

HOW TO CANCEL YOUR SERVICE PLAN

Cancellation

If **You** decide that for any reason, this **Your Service Plan** does not meet **Your** needs then please return it to the **Administrator** within 14 days from the day of purchase or the day on which **You** receive **Your Service Plan** documentation, whichever is the latter. On the condition that no repairs have been made or are pending, **We** will then refund **Your** payment in full.

If **You** wish to cancel **Your Service Plan** after 14 days, **You** will be entitled to a pro-rata return of payment after deduction of a £35 administration fee.

We shall not be bound to accept renewal of any **Service Plan** and may at any time cancel any **Your Service Plan** document by giving 14 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. Where **We** reasonably suspect fraud
- b. Non-payment of fee
- c. Threatening and abusive behavior
- d. Non-compliance with Plan terms and conditions
- e. **You** have not taken reasonable care to provide accurate and complete answers to the questions **We** ask.

If **We** cancel the **Service Plan** and/or any additional covers **You** will receive a refund of any payments **You** have paid for the cancelled cover, less a proportionate deduction for the time **We** have provided **Your Service Plan**.

Where **Our** investigations provide evidence of fraud or misrepresentation, **We** may cancel the **Your Service Plan** immediately and backdate the cancellation to the date of the fraud or the date when **You** provided us with incomplete or inaccurate information. This may result in **Your Plan** being cancelled from the date **You** originally took it out and **We** will be entitled to keep the payment.

If **Your Service Plan** is cancelled because of fraud or misrepresentation, this may affect **Your** eligibility with **Us**.

CUSTOMER SERVICE/ COMPLAINTS

It is **Our** intention is to give **You** the best possible service but if **You** do have any questions or concerns about this service plan or the handling of a claim, **You** should follow the **Complaints Procedure** below:

If **Your** complaint is regarding sale of the **Plan** please contact the **Administrator**:



hello@domesticappliance-care.com



0800 007 3733



Domestic Appliance Care
15 St Catherine's road
Bournemouth
BH6 4AE

If **Your** complaint is regarding the handling of a claim please contact the Domestic Appliance Care:



hello@domesticappliance-care.com



0800 007 3733



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15 St Catherine's road
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Governing Law

Unless some other law is agreed in writing, this **Service Plan** 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.

Consumer Act

You must take reasonable care to:

1. supply accurate and complete answers to all the questions **We** may ask as part of **Your** application for **Service Plan**. to make sure that all information supplied as part of **Your** application for cover is true and correct
2. tell **Us** of any changes to the answers **You** have given as soon as possible.

You must take reasonable care to provide accurate information, and complete answers to the questions **We** ask when **You** take out, make changes to and renew **Your Service Plan**. If any information **You** provide is not accurate and complete, this may mean **Your Service Plan** is invalid and that it does not operate in the event of a breakdown or, **We** may not pay any repair in full.

If **You** become aware that the information **You** have given us is inaccurate or has changed, **You** must inform **Us** as soon as possible.

Fraudulent Claims/Fraud

- **You** must not act in a fraudulent way. If **You** or anyone acting for **You**: fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your Service Plan**;
- fails to reveal or hides a fact likely to influence the service plan **We** provide;
- makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- makes a repair request under the **Service Plan**, knowing the repair to be false or fraudulent in any way;
- makes a request for repair for any loss or damage **You** caused deliberately or with **Your** knowledge; or
- If **Your** request for repair is in any way dishonest or exaggerated,

We will not pay any benefit under this **Your Service Plan** or return any payment to **You** and **We** may cancel **Your Service Plan** immediately and backdate the cancellation to the date of the fraudulent request for repair. **We** may also take legal action against **You** and inform the appropriate authorities

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 a service plan 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 (EEA). All countries in the EEA, which includes the UK, have similar standards of legal protection for **Your** personal information. If **We** share **Your** information outside the EEA We will require **Your** personal information to be protected to at least UK standards.

PAYMENTS

The payment method **You** have selected will be confirmed in **Your Schedule**.

If **You** have selected a monthly payment method, **Domestic Appliance Care** will collect a monthly payment from **Your** bank account on an agreed date of each month and, subject to the successful collection of that monthly payment, **We** will provide the **Service Plan** detailed in this **Service Plan** wording up to the date on which Your next monthly payment becomes due.

This **Service Plan** commences on the date shown on **Your Service Plan Schedule** and continues for periods of one month upon receipt of **Your** monthly payment. This **Service Plan** does not have a specified end date and cover will continue until either **You** or **We** cancel the **Service Plan**. However, should **You** fail to make a payment in any month, **Your Service Plan** will cease with effect from the end of the month immediately before the date of the failed collection.



THERE WHEN YOU
NEED US THE MOST



Domestic Appliance Care

Customer Service
0800 007 3733

www.domesticappliancecare.com

Domestic Appliance Care 15 St Catherine's road, Bournemouth, BH6 4AE

Email: customerservice@domesticappliancecare.com