

## 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

**product(s):** the product(s) protected by this policy, as shown on your certificate.

**policy:** this contract of insurance.

**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.

### 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). 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 (so that the product is no longer in good working order), we will (at our option) either authorise an engineer to carry out your repair, or we may also, replace a non-mechanical part, or pay the cost of replacing your product, in each case subject to these terms and conditions.

#### 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) either authorise an engineer to carry out your repair, or we may also replace a non-mechanical part, or pay the cost of replacing your product, in each case subject to these terms and conditions.

### Territorial limits

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

### How to make a claim

To make a claim please contact us as soon as possible by telephone on 0800 597 8600 or online at [www.domesticandgeneral.com/repairs](http://www.domesticandgeneral.com/repairs)

### 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) 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: £250, then you must ring the repair authority line on 0800 597 8580 for an authority number before work starts.

### Repairs and write-offs

1. In some situations we will write off your product instead of repairing it (for example where we cannot repair it, we cannot obtain spare parts or a repairer in a reasonable time, or a replacement would cost less than a repair). In these circumstances, we will give you vouchers/cash instead. The vouchers/cash 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.
2. All vouchers will be redeemable from a retailer of our choice and will be valid for 12 months from the date of issue. Voucher settlements will be sent to the last address you gave us.
3. Under this policy you will not receive a replacement product and we will therefore not be responsible for any installation, disposal or delivery costs.

### What happens if your product is written-off?

If we write off your product and give you vouchers/cash for a replacement, your policy will end immediately. No fee paid will be refunded.

### 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).
- scale damage;
- the restoration of floors, tiles and any other fabric of the property reasonably affected during a repair;
- work on anything not part of the product, for example external shower pumps, internal pipework, baths, bath fittings, trays and enclosures;
- work on non-standard visible pipework (i.e. greater than 1 inch or 2.5cm in diameter);
- problems caused by the water supply (e.g. loss of water pressure).

### **Paying your premium**

1. 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.
2. 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.
3. 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 £1. As a result the total premium payable for that year will increase by no more than £12, 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.
4. 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.

5. 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.
6. We may use a collection agency to recover any amount owing to us.
7. 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.

### **Duration of your policy**

The policy period begins on the 'start date', as specified in your certificate, and continues indefinitely until cancelled or brought to an end in accordance with these terms and conditions. We will contact you by post, telephone, email or SMS every 12 months to remind you of the benefits and cost of your protection.

### **Cancellation and ending of the policy**

#### **Cooling off period – Changing your mind**

1. The 'cooling off period' is the fourteen (14) 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 you'll receive a refund of 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, 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.

#### **How to cancel**

If you wish to cancel your policy, please contact us on 0800 597 8615 (8am to 8pm, 365 days a year). 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**

1. 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).
2. We may cancel this policy where there is a valid reason for doing so by giving you at least 7 days' written notice. Valid reasons include but are not limited to the following:
  - where you fail to comply with certain conditions and obligations (see 'Important conditions' above);
  - where you fail to pay for the policy (see 'Paying your premium' above); or
  - where you have used threatening or abusive behaviour or language towards our staff or suppliers.

In each case, you will receive a refund of any premium paid for unused days of your policy.

#### **Customer services details**

For customer services: call 0800 597 8600, write to us at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or sign in to myaccount on our website: [www.domesticandgeneral.com](http://www.domesticandgeneral.com)

Calls cost up to 7p a minute plus your phone company's access charge. Calls from mobiles may cost considerably more. Calls to 0800 numbers 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](mailto:complaint.info@financial-ombudsman.org.uk). 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**

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.

### **What we do with your information**

At Domestic & General we want to reassure you that we use your information both responsibly and securely to provide you with the best possible service. Below we explain what we do with your information and your rights to your information. If you would like any further details you can get in touch with us using the contact details below or visit our website ([www.domesticandgeneral.com](http://www.domesticandgeneral.com)).

### **Using your information**

Domestic & General Insurance PLC ("we") is the "data controller" of your information. We process two sets of information about you, "Personal Information" (your name, address, contact and payment details) and the "Goods Information" you provide to register your appliance or device (your name, address, contact and goods details). We'll use your information: (i) as necessary to fulfil our contract with you (including to recover any amounts owing); (ii) for our legitimate interests in: undertaking marketing (about our products and services and those of our third party partners) by post, telephone, email and/or other electronic messaging services; market research; customer surveys; printing services; checking and verifying your identity and contact details; recording your conversations for training, quality and compliance purposes; and for analytics and profiling for marketing purposes; detecting and preventing crime, including fraud; and (iii) where required to do so by law. We may also ask for your consent to some uses of your information.

### **Sharing your information**

From time to time your Personal Information and Goods Information may also be shared with other members of the Domestic & General Group of Companies (Domestic & General Insurance or Services and other future members of the Group whose details we will notify to you ("Group")), where applicable with Kohler Mira Limited which is the subject of your protection policy and with companies acting on our behalf or providing services to us (e.g. the companies we use to carry out repairs, IT & mailing services, storage of paper records and telecommunications). Kohler Mira Limited will process your Personal Information for their legitimate business interests (including marketing and analytics) in accordance with their privacy policy.

### **International transfers of your information**

We may transfer your information to countries (including the US) which may not have data protection laws which provide the same level of protection as provided in the UK. Where this occurs we use the European Commission approved 'Model Clauses' as an appropriate safeguard to ensure that such information is adequately secured and protected.

### **Keeping your information**

We keep your Personal Information for six years after you terminate your policy so that we can deal with any claims. Your goods information we keep for a bit longer, normally 10 years (the average life of an appliance) for health and safety. We also keep your information to send you marketing that you might be interested in, unless we receive a request from you to opt-out of marketing.

### **Rights to your information**

By writing to the Data Protection Officer using the contact details provided below, you have the right to ask us:

- for a copy of the Personal Information we hold about you;
- for a copy of the Personal Information you provided to us to be sent to you or a third party in a commonly used, machine readable format;
- to update or correct your Personal Information to keep it accurate;
- to delete your Personal Information from our records if it is no longer needed for the original purpose; and
- to restrict the processing of your Personal Information in certain circumstances.

And you may also:

- object to us processing your Personal Information – in which case we will either agree to stop processing or explain why we're unable to; and
- where we rely on your consent, withdraw that consent at any time.

Please note that the above rights are not absolute and certain exemptions apply to them.

You can also make a complaint to the Information Commissioner ([www.ico.org.uk](http://www.ico.org.uk)) if you feel your Personal Information has been mishandled.

### **Marketing**

We, along with other members of our Group may use your information to tell you about any offers, products or services which may be of interest to you. We may contact you by post, telephone, email and/or other electronic messaging services. To change your marketing preference let us know by emailing [marketingpreferences@domesticandgeneral.com](mailto:marketingpreferences@domesticandgeneral.com) or by writing to us using the contact details provided below.

### **Contact Details**

If you need to contact us about your information or your information rights, or to see a copy of our Model Clauses, please write to: Freepost Plus RTKS-CLRA-GRYE, Data Protection Officer, Domestic & General, Leicester House, 17 Leicester Street, Bedworth CV12 8JP or [dataprotection@domesticandgeneral.com](mailto:dataprotection@domesticandgeneral.com) and we'll be happy to help you.

### 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.

### 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](http://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](http://www.fscs.org.uk) or by writing to them at: FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

### 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>) or by contacting the FCA on 0800 111 6768.

#### 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.

