

## 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, 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: £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 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.
2. 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.
3. 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.
4. The premium payable is fixed for the first year of cover. In the

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

5. 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.
6. In all cases, we will write to you to give you 30 days' notice of any increase in the premium and you can notify us if you wish to cancel. The notice will show the new amount to pay.

### **Duration of 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 (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 addresses 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', 'Is this policy for you' and 'Your responsibilities' above);
- where you fail to pay for the policy (see 'Paying your premiums' above);

- where we have reasonable grounds to believe you have (or anyone acting for you has) engaged in fraudulent activity against us or our service providers and/or provided us with false information with respect to another policy you hold or have held with us (see 'Fraudulent activity' below); or
- where you have used threatening or abusive behaviour or language towards our staff or suppliers.

### 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.

### Data Protection Information

Domestic & General Services Ltd (for service, maintenance & support plans), Domestic & General Insurance PLC (for insurance policies), and Kohler Mira Limited are the Data Controllers for your information. Additionally, we and our partner Kohler Mira Limited process certain of your information as "joint controllers".

This is a brief summary of how we're protecting and respecting your privacy in accordance with data protection legislation. For more information go to [www.domesticandgeneral.com/mydata/mira](http://www.domesticandgeneral.com/mydata/mira)

### How do we use your data?

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

### Do we share your data?

Your data is shared across our group companies and with other companies who provide products or services to us, or who perform services on our behalf. We'll also share your data with Kohler Mira Limited.

### What happens with international data transfers?

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

### What are your rights?

You have the right to ask us to:

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

For Kohler Mira Limited marketing you'll need to contact them directly using their contact details that you'll normally find in their privacy notice.

### How long do we keep your data?

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

### Any other questions?

Please contact The Group Data Protection Officer by emailing [dataprotection@domesticandgeneral.com](mailto:dataprotection@domesticandgeneral.com) or, go to <https://www.domesticandgeneral.com/content/contact-domestic-general>

### 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) claimed under this policy knowing the claim to be dishonest, exaggerated or fraudulent, then we may:
  - request extra evidence in support of your claim (such as proof of purchase or other documentation);

- decline your claim and immediately cancel your policy without any refund of premium or excess paid;
- recover from you the cost of any claim already paid to you under this policy and the cost of any investigation into a fraudulent claim under this policy (and we may initiate legal proceedings to do so);
- report you to the relevant authorities, including the police;
- put the details of the fraudulent claim onto a Register of Claims through which insurers share information to prevent fraudulent claims.

A list of participants names and addresses are available on request.

4. If we have reasonable grounds to believe that you have (or anyone acting for you has):
- engaged in fraudulent activity against us or our service providers; and/or
  - provided us with false information,

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

### Governing law and statutory rights

We will communicate with you in English and English Law will apply unless we agree otherwise with you. Nothing in these terms and conditions will reduce or affect your statutory rights; for further information about your statutory rights contact the Citizens Advice Bureau website [www.citizensadvice.org.uk](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 Worples 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.

