

TERMS AND CONDITIONS FOR HOMESURE SUPPORT LTD

INTRODUCTION

Thank **You** for choosing Homesure Support Ltd to supply **Your** breakdown plan. We hope that **Your Products** will be trouble free, however should they fail during the **agreement Period** please follow the assistance procedure detailed in **Your** plan. Homesure Support Ltd is registered in England and Wales, Company No. 08839384. Registered Address: Queensbury House, 106 Queens Road, Brighton, BN1 3XF.

MAINTAINING PROTECTION UNDER YOUR MONTHLY BREAKDOWN PLAN

You have elected to pay by monthly **Direct Debit**. The **Administrator** will collect **Your Monthly Payment** for the breakdown plan by **Direct Debit** 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 breakdown plan detailed in this wording for the month in which the payment has been collected.

This breakdown plan commences on the date shown on **Your Schedule** and continues by periods of one month upon receipt of **Your Monthly Payment**. This breakdown plan does not have a specified end date and will continue until either **You** or **We** cancel the policy. However, should **You** fail to make a payment in any month, the **Administrator** will notify **You** in writing at the address recorded on the Breakdown plan **Schedule** and **Your** cover will cease 30 days from the date the last **Monthly Premium Payment** was received by the **Administrator**.

WHAT PRODUCTS ARE PROTECTED?

This plan includes the following items please note however they must have been purchased in the UK:

- Washing machine
- Washer dryer
- Tumble dryer
- Dishwasher
- Cookers, ovens, hobs (but excluding Aga and Diplomat)
- Fridge, freezer or fridge-freezer
- American style side by side fridge-freezers
- Microwave oven/Convection oven
- Blender
- Popcorn maker
- Toaster/Sandwich toaster
- Juicer/Smoothie maker
- Slow cooker
- Food steamer
- Crepe maker
- Hot plate
- Deep fryer
- Rice cooker
- Bread maker
- Corn roaster
- Waffle iron

DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this breakdown plan in **bold**.

Administrator- Refer to Homesure Support Ltd for queries relating to the issue of **Your** plan / plan amendments and to report details of any breakdown.

Call out- The attendance of an engineer to **Your Home** during normal working hours (8am – 6pm Monday to Saturday).

Claim Limit- **Your** plan provides unlimited claims nominally up to the original purchase price of any one of the **Products** in aggregate, but **We** try to offer realistic levels of flexibility.

Eligibility – Kitchen appliances as detailed in the **Schedule**.

Excess- A specified contribution towards the cost of a claim, stipulated in this breakdown plan as being payable by **You**.

Home- The property situated in the United Kingdom, Channel Islands or Isle of Man, detailed on **Your Schedule**.

You / Your- The person named on the Breakdown **Schedule**.

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 breakdown plan.

Breakdown Plan Period - The duration period noted on **Your** plan **Schedule**.

Products – Kitchen appliances as detailed on the **Schedule** and in these Terms & Conditions used in a domestic environment. This plan only extends to the **Product** detailed on **Your** breakdown plan **Schedule**.

Schedule - Contains details of **You**, your plan number and the payment schedule subject to this breakdown plan.

WHAT IS COVERED

Your plan provides protection against **Mechanical / Electrical Breakdown** of the **Products** identified on **Your** breakdown plan **Schedule**. This includes parts, labour and **Call out** charges (inc. VAT) during the hours of 10am – 6pm Monday to Friday subject to the terms, conditions and exclusions of **Your** plan.

WHAT IS PROVIDED

A: Once payment has been debited from **Your** account **We** will arrange for **Your** breakdown plan documentation to arrive promptly. **You** will need to check the plan does meet **Your** needs and keep the maintenance 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 **Products** that **You** have indicated **You** wish to be covered for.

C: In return for **Your** payments set out in the confirmation **We** will repair the **Products**, providing you've paid your first payment. This pre-payment is for services to be rendered in a response to a possible future contingency.

D: Customer services: **We** will provide a telephone helpline offering **You** help and assistance. The number is 0800 9790420.

Office hours are Monday to Friday 10am to 6pm (excluding bank holidays). **We** aim to offer **You** next day service. Please allow up to 5 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 us straight away on 0800 9790420. **We** will arrange for **Our** representative engineers to attend at **Your Home** as soon as is mutually convenient.

F: **We** will carry out repairs and fit replacement parts based on the engineers job report. The fitting of new **Products** may incur a charge.

WHAT IS NOT COVERED

Repairs of the **Products** will not be provided if the **Products** are still covered by any manufacturer's, supplier's or repairer's warranty or arise from or in the event of:

A: A **Product** being recalled by any supplier or manufacturer due to a generic manufacturer defect or any other reason.

B: Any unauthorised modification of a **Product** 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.

C: **Your** failure to follow any operating instructions in relation to the **Products**.

D: Use of a **Product** in a non-domestic or commercial environment.

E: Where any damage to a **Product** has been caused by accidental damage, loss, theft or attempted theft.

F: No fault being found with **Your Products**.

G: Cleaning and servicing of the **Products** supplies or services to **Your Home**.

H: Cosmetic damage such as damage to paintwork or dents or scratches to the **Products**.

I: Replacement of any consumable or auxiliary items e.g. batteries or any Accessories or peripherals that were not part of the original **Product** offerings at the time of purchase.

J: The **Product** not properly installed by installers authorised by the supplier.

K: Any breakdown occurring within 28 days of the purchase of **Your Plan**.

L: Costs associated with the initial set up.

M: Claims for rectifying mal-adjustment or incorrect configuration of setting of manual controls.

N: Faults known to **You** before commencement of cover under **Your Policy**.

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- Continued

O: Claims arising as result of normal wear & tear

P: Any other costs that are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this policy.

Q: Deliberate or malicious damage or neglect of the **Products**.

R: Gas tumble dryers.

S: **Excess** fee to be paid on **Your** claim.

Product makes that are not covered:

Kuppersbusch
Diplomat – ovens only
Rangemaster
Teka
Miele

GENERAL CONDITIONS

Breakdowns are only valid where authority has been issued by the **Administrator** or their appointed engineer.

1) The **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 there to.
- d) Schedule of Engineer coverage based on geographical locations.
- e) Other circumstances preventing access to **Your Home** or otherwise making provision of your plan impractical.

2) We shall be entitled to:

- a) Decline the breakdown plan if in **Our** opinion **Your Home** or services have not been maintained in a safe or serviceable condition.
- b) Decide on the most appropriate means of providing cover although **We** will take **Your** wishes into account whenever possible.
- c) Void this plan in its entirety if any misrepresentation or concealment of material facts is made by **You** or anyone acting on **Your** behalf.
- d) **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**

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

4) **We** will arrange to supply and fit replacement parts or components where required and covered under **Your** 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.

5) The applicable law of this breakdown plan is English law. **You** and the **Administrator** submit to the jurisdiction of the English Courts.

6) If **You** move address then **You** must inform the **Administrator** in writing or by phone.

7) This policy is automatically cancelled if **You** submit a claim knowing it to be false, fraudulent or a misrepresentation.

8) You agree to tell **Us** immediately if **You** change **Your** name, address or bank details. **You** also need to let **Us** know if **Your Product** is replaced through any warranty service. Any incorrect information could affect **Your** cover.

PROVISION OF SERVICES

We reserve the right to delay or suspend the provision of any of the services **We** have agreed to supply to **You** until **We** have been paid by **You** in full and in cleared funds all sums due and owing to **Us** under this agreement.

CLAIMS PROCEDURE

It is vital in the event of a breakdown that **You** contact the **Administrator** by telephone on 0800 9790420. Please provide the **Administrator** with as much information about what has happened as soon as possible, so they can give advice and arrange for the **Claims Administrator** to contact **You**.

Please have **Your** breakdown plan reference number and details of the **Product** with **You** at the time of reporting the fault.

EXCLUSIONS

- . **Excess** is £50 for every successful claim within the first 3 months. There is no **Excess** to pay after this date.
- . Under the service contract the total amount that can be claimed in one policy is £1000 in total.
- . To purchase this breakdown plan you must be a permanent resident in the United Kingdom (England, Wales, Scotland, Northern Ireland and the Channel Islands and the Isle of Man).

CANCELLATION RIGHTS

We hope **You** are happy with the assistance this policy provides. However, if after reading this breakdown plan, it does not meet **Your** requirements, please return it to the **Administrator** within 14 days of issue and **We** will refund any payments made. After the 14 day cooling off period, **You** may cancel **Your** breakdown plan at any time. **You** will not receive any refund of payments.

You may cancel **Your** policy at any time by writing to **Us** and we may give **You** a refund of the money **You** have paid for the period of cover after the cancellation date. If **We** have supplied repair or replacement to any of **Your** products within 3 months of **You** cancelling the policy **You** will be liable for the costs of these repairs/replacements received.

Upon receipt of **Your** written request **We** will arrange the cancellation of **Your** cover.

OUR PROMISE OF SERVICE

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this maintenance plan or the handling of a claim **You** should in the first instance contact the Business Manager. The contact details are:

The Business Manager, Homesure Support Ltd, Queensbury House, 106 Queens Road, Brighton, BN1 3XF, Tel: 0800 9790420.

In all correspondence please state **Your** breakdown plan number.

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 breakdown repair 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.

PRIVACY POLICY

To access information on GDPR and our Privacy Policy, please visit our website:

www.homesuresupport.com and use the following username and password to access our Privacy Policy and our up to date Terms & Conditions:

USER: homesure **PASS:** CNDaBTC1!

HOMESURE SUPPORT LTD