



1. DEFINITIONS:

Administrator, our, us, we: The authorised Administrator, HomeServe Membership Limited, appointed to administer this insurance on behalf of the insurer. Our address is Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY, United Kingdom. Our registered address is Cable Drive, Walsall, WS2 7BN, United Kingdom. Registered number: 2770612. HomeServe Membership Limited is authorised and regulated by the Financial Services Authority (FSA). Our FSA registration number is 312518.

Insured, you, your: The person(s) whose name and address is shown under "INSURED" overleaf.

Insurer: Inter Partner Assistance SA. The Quadrangle, 106 – 118 Station Road, Redhill, Surrey, RH1 1PR, United Kingdom. Registered Number FC008998. Inter Partner Assistance SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium and regulated by the Financial Services Authority (FSA) in the UK.

Product(s): The item(s) detailed under "PRODUCT(S) COVERED" overleaf.

2. PERIOD OF INSURANCE:

Your insurance for **Accidental Damage and Food Spoilage** will start on the date shown overleaf.

Your insurance for **Electrical and/or Mechanical Breakdown** will start following the expiry of the manufacturer's guarantee.

Your insurance terminates as soon as any of the following alternatives apply:

- 1) The expiry date, as shown overleaf is reached;
- 2) **You**, or anyone representing **you** defrauds or deliberately misleads the **insurer** or **us**;
- 3) The Maximum Liability is reached (as stated below);
- 4) The premium for this insurance is not paid;
- 5) **You** modify the **product**;
- 6) The **product** is replaced;
- 7) **Your** claim is settled by Cash Settlement; or
- 8) The **product** is no longer the property of the **insured**.

3. WHAT IS INSURED:

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

Electrical and/or Mechanical Breakdown: Caused by failure of any component of the **product** as a direct result of faulty materials or workmanship, which prevents normal operation and requires repair or replacement before normal operation can be resumed.

Food Spoilage: Deterioration of foodstuffs contained in a refrigerator or freezer resulting from the Electrical Breakdown of or Accidental Damage to the **product**.

NOTE: Any breakdown arising during the manufacturer's guarantee should be reported to the manufacturer and will be dealt with under the manufacturer's guarantee.

4. WHAT IS NOT INSURED:

Any claim for or resulting from the following will not be valid:

- 1) Fire, heat, lightning, explosion, earthquake, storm, flood, frost, burst pipes, water damage, loss, malicious damage, rust, corrosion, civil disorder, war, nuclear radiation, animals, insects or vermin;
- 2) Ingress of foreign objects into the **product**;
- 3) Electrical and/or mechanical breakdown if caused by:
 - a) the action of sunlight, wind, sand, weather or corrosion;
 - b) the fitting of any accessory to the **product** not provided by the manufacturer;
 - c) routine servicing, inspection, cleaning or maintenance of the **product**;
 - d) wilful neglect, abuse, user error, misuse or failure to maintain the **product** in accordance with the manufacturer's instructions;
 - e) software, including date recognition;
 - f) blocked drainage channels to the **product**.
- 4) Replacement Costs for or **Accidental damage** to:
 - a) non-working parts, such as, but not limited to, protective cases, carrying straps or handles;
 - b) replacement or disposable items, such as, but not limited to, batteries, bulbs, films, discs or memory cards;
- 5) Repairs which have not been authorised by **us**;
- 6) Realignment of satellite antennae;
- 7) Damage resulting from the loss of external power supply;
- 8) Any costs or loss other than the repair or replacement of the **product**;
- 9) Any **product** subject to a manufacturer's recall;
- 10) General wear and tear consistent with age and usage, or gradual deterioration of performance;
- 11) Use of the **product** for business purposes or products that are in residential premises which **you** let or sublet;
- 12) Repair or other costs where a fault cannot be found with the **product**;
- 13) Defects first discovered before the expiry of the manufacturer's guarantee;
- 14) Damage caused deliberately by any person or child;
- 15) You are not covered for any other costs that are indirectly caused by the event which led to **your** claim, unless specifically stated in this policy;
- 16) Cosmetic damage caused by denting, scratching, chipping or staining; or
- 17) Products purchased outside of the UK, Northern Ireland or the Isle of Man.

5. TERMS & CONDITIONS:

The **Maximum Liability:** The **insurer** will pay for repairs or replacement up to the original recommended retail price of the **product** as detailed on **your** sales receipt or invoice in settling any one claim or in total all claims made during the Period of Insurance. The maximum liability for food spoilage is up to £200 in settling any one claim or in total all claims made during the period of insurance.

Cancellation: **You** may cancel this insurance and obtain a full refund of premium paid by returning this Certificate of Insurance within 45 days from receipt of **your** Certificate to the store **you** purchased **your** appliance from and informing **us** on 0845 155 7150, provided **you** have not made a claim under this insurance.

Termination: **You** also have the right to terminate this insurance at any time after the 45 day cancellation period and receive a pro rata refund of the amount paid, by returning this Certificate of Insurance to the store **you** purchased **your** appliance from. The amount refunded will be calculated in proportion to the number of complete unexpired months of protection remaining.

How to make a Claim: Telephone **us** on 0845 155 7150 within 72 hours of the discovery of claim and state **your** Certificate Number (shown overleaf) and the nature of **your** claim. **We** will then decide if **your** claim meets the criteria stated in this Certificate. **We** may inspect the **product** to help us assess **your** claim and may require **you** to complete a claim form. **Your** telephone calls may be recorded and monitored. **We** reserve the right to use any recordings made.

How We will Settle Claims: Valid claims will be settled by repairing or replacing the damaged **product** up to a value not exceeding the Maximum Liability. Where it is possible, this damaged **product** will be replaced with an energy efficient **product**. Valid claims will only be processed at **your** address within the United Kingdom, Northern Ireland or Isle of Man. Where the approved repairer is not able to repair the damaged **product**, the insurer will replace the **product** with one of a similar specification in full and final settlement of **your** claim. Where a similar model is not available, the **insurer** may choose to provide an offer of cash settlement in lieu of replacement. If **your** claim is settled by replacing the damaged **product** or by cash settlement, the damaged **product** becomes the property of the **insurer** unless otherwise stated. For labour only policies, claims will be settled by repairing or replacing the **product**. The manufacturer will pay for parts and the insurer will pay for labour.

Duty of Care: **You** are responsible for taking reasonable care of the **product** and for ensuring that it is maintained in accordance with the manufacturer's instructions. If **you** fail to do so **your** claim may be rejected.

Transfer: **You** can transfer this Certificate of Insurance to another person, but only if agreed by us. Any agreed transfer will take effect from the date confirmation is received from us.

Fraud: **You** must not act in a fraudulent manner. If **you** (or anyone acting for **you**):

- 1) Make a claim under the insurance knowing the claim to be false or fraudulently exaggerated in any respect, or
- 2) Make a statement in support of a claim knowing the statement to be false in any respect, or
- 3) Submit a document in support of a claim knowing the document to be forged or false in any respect, or
- 4) Make a claim in respect of any loss or damage caused by **your** wilful act;

We:

- a) Shall not pay the claim or any other claim made under the insurance;
- b) Shall declare the insurance void and not make any return of premium;
- c) Shall be entitled to recover from **you** the amount of any claim already paid under the insurance;
- d) May inform the police of the circumstances.

6. COMPLAINTS PROCEDURE:

If **you** have a complaint, please phone: 0870 320 6614, email:

customer.care@hsweston.co.uk or write to: HomeServe Membership Ltd, Customer Care Manager, FREEPOST NAT12806, Weston-super-Mare, BS23 3BR. **We** will do **our** best to resolve this complaint to **your** satisfaction but if **you** remain dissatisfied **we** will give **you** information about referring **your** complaint to the Financial Ombudsman Service if **you** are a resident of the United Kingdom or the Financial Services Ombudsman if **you** are a resident of the Republic of Ireland.

The Ombudsman is an independent body which arbitrates on complaints about general insurance products and other financial services. Please note that **you** have 6 months from the date of the **insurer's** final written response in which to refer **your** complaint to the Ombudsman. Referral to the Ombudsman will not affect **your** right to take legal action. Please remember to provide **your** full name and full postal address in all correspondence.

7. INSOLVENCY COMPENSATION SCHEME:

In the event of insolvency the **administrator** and **insurer** of this policy are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if, through insolvency, the **administrator** or **insurer** cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim, although 100% is payable for compulsory insurances. Further information about compensation arrangements is available from the Financial Services Compensation Scheme on 020 7892 7300.

8. DATA PROTECTION ACT:

For the purposes of the Data Protection Act 1998 the Data Controller in relation to any personal data **you** supply is HomeServe Membership Limited. HomeServe Membership Limited is a wholly owned subsidiary of HomeServe Plc. The HomeServe group of companies may use **your** data to keep **you** informed by post, telephone or other means, of any products or services which may be of interest to **you**. If **you** do not wish to receive information from **us** please write to the Data Protection Officer, (**administrator's** address). With limited exceptions, and on payment of an administration fee, **you** have the right to access and if necessary rectify information held about **you**. If **you** wish to make such an inspection, please write to **us**.

HomeServe Membership Limited is authorised and regulated by the Financial Services Authority (FSA). **Our** FSA registration number is 312518. **You** can check the FSA's register by visiting their website (www.fsa.gov.uk) or by contacting them on 0845 606 1234.

