

Appliance Repair Policy

Some appliance manufacturers recommend regular or annual servicing of the equipment, particularly cookers. As this is a breakdown policy and not a maintenance policy, we will not pay claims where the equipment you are claiming for has not been serviced and maintained in accordance with manufacturers' recommendations.

HOW TO MAKE A CLAIM

Firstly you should telephone us on 0333 003 2356 and quote 10555/RP15 together with your name, address and insurance agent details.

This insurance is not a maintenance contract and the cost of repairing damage due to gradual deterioration is not covered. If your claim is covered under this policy, the **Coverholder** will appoint an approved contractor to attend **Your** property to repair the reported fault subject to the **Limit of Cover**. If the repair is likely to exceed the sum stated in the **Limit of Cover**, **We** will only be liable to pay up to that amount. **You** must pay any amount which exceeds this sum.

It is important that **You** read **Your** policy carefully so that **You** know the details of the cover **You** have chosen. **We** would like **You** to understand and be satisfied with **Your** policy.

YOUR INSURANCE POLICY

This is a legally-binding contract of insurance between **You** (the Insured Person) and **Us** (the Insurer). This contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. **We** reserve the right to cancel or change any part of this contract without getting any one else's permission by giving fourteen days notice to the Insured. This policy only covers **You** if **You** have paid **Your** premium. **We** agree to provide the insurance in this policy, keeping to the terms, conditions and exclusions contained in this document.

MEANING OF WORDS

AGENT means the intermediary to whom **You** paid the premium.

APPOINTED CONTRACTOR means the person appointed by **Us** to carry out the repairs.

COVERHOLDER means Arc Legal Assistance Limited who administers this insurance and handles claims under this insurance on **Our** behalf

EQUIPMENT means the appliances described in WHAT YOU ARE COVERED FOR including combinations of those appliances listed

FAILURE OR BREAKDOWN means a mechanical or electrical fault which stops the appliance described in WHAT YOU ARE COVERED FOR from working.

FOOD CONTENTS means the perished food contents of the fridge or freezer where there has been a **Failure or Breakdown**

HOME means **Your** normal residence in the **Territorial Limits**.

INSURED PERSON means **You** together with the members of **Your** household normally residing with **You**.

LIMIT OF COVER means £500 each **Failure or Breakdown** including parts, labour, VAT and call out fee and up to £50 for **Food Contents**.

PERIOD OF INSURANCE means the period corresponding with **Your** underlying certificate or policy of the **Home** buildings and/or contents insurance, not exceeding twelve months.

REPAIR COSTS means the cost of repairing any **Failure or Breakdown** described in WHAT YOU ARE COVERED FOR including parts, labour, VAT and call out fee

TERRITORIAL LIMITS means The United Kingdom, the Isle of Man and the Channel Islands.

WE, OUR, US means AmTrust Europe Limited, the insurer of this policy.

YOU, YOUR means the person who has taken out this policy.

WHAT YOU ARE COVERED FOR

APPLIANCES

The **Failure or Breakdown** resulting in **Repair Costs** to the following **Equipment** owned by **You**:

- Cooking system including any gas or electric appliance and microwave oven
- Fridge/freezer, washing machine or tumble dryer, or dishwasher

normally used in **Your Home**, including the **Food Contents** of **Your** fridge or freezer

WHERE ITEMS ARE IRREPARABLE OR BEYOND ECONOMICAL REPAIR

Where any repair of the **Equipment** is deemed irreparable or uneconomical to repair, either by **Us** or by the **Appointed Contractor**, using the table below, **We** will pay **You** up to a maximum of £500, including any call out fee, towards a replacement appliance, calculated as follows: -

Age of Irreparable Equipment	We Will Pay
Under 3 years	Up to 75% of Retail Price*
Over 3 years and under 5 years	Up to 50% of Retail Price*
Over 5 years and under 8 years	Up to 25% of Retail Price*
Over 8 years	Nil

*Retail Price being the current retail price. If **Equipment** no longer available, the price of a like for like specification item will be used.

WHAT YOU ARE NOT COVERED FOR

- 1) Any normal day-to-day maintenance
- 2) Any **Failure or Breakdown** which occurred prior to the purchase of this policy or outside the **Period of Insurance**
- 3) Any claim reported within 28 days of the start of the first **Period of Insurance**
- 4) Any **Failure or Breakdown** reported to **Us** more than three months after it occurred
- 5) Any **Repair Costs** incurred before **We** agree to accept **Your** claim
- 6) Any **Repair Costs** over and above the **Limit of Cover**. Where the estimated cost of repair exceeds the Limit of Cover, **You** must pay any amount which exceeds that sum
- 7) Any intermittent or reoccurring fault
- 8) More than 3 claims in any **Period of Insurance**
- 9) Any **Repair Costs** to any **Equipment** which is 8 years old and over
- 10) Any **Repair Costs** not carried out by **Our Appointed Contractor**
- 11) The **Equipment** being recalled by the manufacturer
- 12) The cost of modifying the **Equipment**

- 13) The costs covered by any manufacturer's, supplier's or repairer's guarantee or warranty
- 14) Any costs arising from not being able to use the **Equipment** or from damage caused when the **Equipment** breaks down
- 15) Any cosmetic damage such as damage to paintwork or dents or scratches to the **Equipment**
- 16) Any cost of replacing any of the following items or accessories that are perishable or intended to be replaceable; fuses, batteries, light bulbs, rubber seals, washers, fluorescent tubes and related starters, filters, hoses, attachments, cables, plugs, light covers or rain covers
- 17) Any claims arising from **Your** failure to follow the manufacturer's instructions including improper installation
- 18) In respect of cooking **Equipment**, **We** will not cover Aga or Stoves cookers, ceramic or glass surfaces and oven liners or cooker hoods
- 19) The costs arising from difficulties in getting to, and thereafter making good, the **Equipment** to include pipe work and electricity cables under floorboards or contained in the fabric of the **Home**
- 20) Any dispute arising from or involving:-
 - a) Ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) The radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof
 - c) Riot, civil commotion, war, invasion, acts of foreign enemy, hostilities, (whether war is declared or not) civil war, rebellion, revolution, insurrection or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government
- 21) Any fraudulent claim or deliberate or criminal act
- 22) Any matter in respect of which the **Insured Person** is, or would but for the existence of this policy be entitled to indemnity under any other policy or certificate of insurance
- 23) Any repairs carried out outside the **Territorial Limits**.

CONDITIONS

- 1) **You** will keep to the terms and conditions of this policy.
- 2) At **Our** discretion, **We** may
 - a) Offer **You** the opportunity to nominate the contractor **You** wish to be appointed. **We** may accept **Your** nomination, and **We** will instruct the contractor under the terms of this policy
 - b) Authorise an **Appointed Contractor** for **You** to pay that contractor direct and submit the receipted invoice to **Us** for reimbursement.
 - c) Take over, conduct, defend or settle any claim and take proceedings, at **Our** own expense and for **Our** own benefit to recover any payment **We** have made under this policy. **We** will take this action in the **Insured Person's** name or in the name of anyone else covered by this insurance. The **Insured Person** or the person whose name **We** use must co-operate with **Us** on any matter which affects this policy.
 - d) Deem the **Equipment** to be irreparable or beyond economical repair without instructing an **Approved Contractor**, and pay **You** the equivalent cash sum to replace the **Equipment** as new in accordance with the contribution scale shown in What You Are Covered For. Where **We** exercise this right, **We** may ask **You** to send the damaged or broken **Equipment** to **Us** prior to settlement of the claim. Any cash settlement will be in full and final settlement of the claim.
 - e) Instruct an **Appointed Contractor** to determine whether **You** have a valid claim. If there is no **Failure or Breakdown** covered by this policy, **You** will be liable for any call out fee incurred.

- 3) **You** will provide either a purchase receipt or the make, model and serial number for the **Equipment** claimed for to enable **Us** to determine its age. Where no purchase receipt can be provided or where the **Equipment** cannot be aged by its make, model and serial number, **You** will provide other evidence as to its age. In the absence of **You** being able to provide such other evidence, **We** will be entitled to refuse **Your** claim
- 4) **You** will co-operate with the **Appointed Contractor**
- 5) **You** will maintain **Your** appliances in keeping with manufacturers' recommendations.
- 6) Unless **We** have agreed otherwise with **You**, English law will apply to this insurance.

CANCELLATION PROVISIONS

1. **You** may cancel this policy within 14 days of purchasing the cover with a full refund of the insurance premium paid providing **You** have not made a claim which has been accepted under this policy.
2. **You** may cancel this policy at any time by giving at least 21 days' written notice to **Us**. **We** will refund part of the premium for the unexpired period unless **You** have notified a claim which has been accepted by **Us** under this policy in which case no return of premium shall be allowed. If **We** have not accepted a claim under this policy, the amount of premium **We** will refund will be calculated as 1/365th of the premium paid for each day that remains unexpired together with an maximum administration fee of £15.
3. **We** may cancel this policy at any time by giving at least 21 days' written notice to **You**. **We** will refund part of the premium paid for the unexpired period based on the calculation in 2 above.

COMPLAINTS PROCEDURE

We always aim to provide a first class service. However, if **You** have any complaint, please notify the **Coverholder** at: Complaints Department, Arc Legal Assistance Ltd, PO Box 8921, Colchester , CO4 5YD. Tel: 01206 615000

The **Coverholder** will contact **You** within five days of receiving your complaint to inform **You** of what action is being taken. The **Coverholder** will try to resolve the problem and give **You** an answer within four weeks. If it will take longer than four weeks the **Coverholder** will tell **You** when **You** can expect an answer.

If **Your** complaint remains unresolved after eight weeks, **You** may request that the Financial Ombudsman Service review the case provided that the complaint falls within its jurisdiction. They are able to review complaints from "eligible complainants" and further information can be found on their website. The address is: Financial Ombudsman Service, Exchange Tower, London, E14 9SR Telephone number 0800 023 4567 or 0300 123 9 123. Website: www.financial-ombudsman.org.uk

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS at: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU Tel: 0800 678 1100 or 020 7741 4100

If **You** take any of the action mentioned above it will not affect **Your** right to take legal action

PRIVACY AND DATA PROTECTION NOTICE

Data Protection

Arc Legal Assistance Limited (the **Data Controller**) are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **Our** website at www.arclegal.co.uk

How **We** Use **Your** Personal Data and Who **We** Share It With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

Disclosure of **Your** Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

International Transfers of Data

We may transfer **Your** personal data to destinations outside the European Economic Area ("EEA"). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

Your rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, Arc Legal Assistance Ltd, PO Box 8921, Colchester, CO4 5YD

Marketing

We will not use **Your** data for Marketing purposes. All information provided is used to manage **Your** insurance policy only.

Fraudulent Claims

1) If the **Insured Person** makes a fraudulent claim under this insurance contract, **We**:

- a) Are not liable to pay the claim; and
- b) May recover from the **Insured Person** any sums paid by **Us** to the **Insured Person** in respect of the claim; and
- c) May by notice to the **Insured Person** treat the contract as having been terminated with effect from the time of the fraudulent act.

2) If **We** exercise **Our** right under clause (1)(c) above:

- a) **We** will not be liable to the **Insured Person** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- b) **We** need not return any of the premiums paid.

Conditions Precedents

If the **Insured Person** breaches a condition precedent in this insurance contract, **Our** liability under the contract shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). **We** will have no liability to the **Insured Person** for any loss which occurs, or which is attributable to something happening, during the period when **Our** liability is suspended.

AmTrust Europe Limited underwrite these policies that Arc Legal Assistance Ltd administer on their behalf

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel: 01206 615000
E-mail:
customerservice@arclegal.co.uk
Web: www.arclegal.co.uk

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Financial services register number 305958.

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.