



# Appliance Warranty

**Policy Of Insurance**

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## INTRODUCTION

Thank **You** for choosing Acumen Insurance Services Limited to supply **Your** warranty, **We** hope that **Your Appliance** will be trouble free, however should it fail please follow the claims procedure detailed in **Your** policy.

## CONTRACT OF INSURANCE

**Your** Multi Appliance Warranty Insurance is arranged by: Acumen Insurance Services Limited with UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No. SE000083. Registered Office: Plantation Place 30 Fenchurch Street, London, EC3M 3AJ

UK General Insurance Ltd are authorised and regulated by the Financial Conduct Authority (FRN 564362).

Great Lakes Reinsurance (UK) SE, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

**Your** premium can be paid as a single premium or as a monthly payment by direct debit. Whether **You** have selected to pay **Your** premium as a single payment or by direct debit **Your** policy will expire in accordance with the Termination section of **Your** policy below. If the monthly payment option has been chosen and any instalment is not paid **Your** policy will end 30 days after the instalment was due.

In consideration of **You** having completed the **Proposal** and the required premium being paid to the **Administrator** (please note this policy is not valid until such premiums have been received), **We** agree to indemnify **You** up to the maximum claim limit detailed herein, subject always to the definitions, conditions, exclusions and periods contained herein.

## DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy and will appear with a capital letter and in **bold**.

**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.

**Administrator** – Acumen Insurance Services Limited

**Appliance(s) / Product(s)** – As detailed on **Your Schedule**, cover only extends to those items detailed on **Your Schedule**

**Call out** - The attendance of an engineer to **Your Home** during normal working hours (8am–5pm Monday to Friday).

**Claims Administrator** – Castelan Limited, registered address is Alpha House, Sunnyside Road North, Weston-Super-Mare BS23 3QY.

**Computer Virus** - means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise,

that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

**Consequential loss** - Any other costs which are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this policy. E.g. cost associated to a third party satellite or finance provider due to the failure of the **Appliance / Product**.

**Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

**Excess** - Where **You** have selected to pay a contribution to the cost of each **Call Out** the details of the amount **You** have agreed to pay before the engineer will attend will be shown on **Your** policy **Schedule**.

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

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

**Insurers / We / Our / Us** - UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE.

**Mechanical / Electrical Breakdown** - The actual and sudden mechanical / electrical failure or breakdown which results in the sudden stoppage of the **Appliance(s) / Product(s)** normal function 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 policy.

**Policy Duration** - The policy commences 28 days after the date of purchase or on expiry of the manufacturer's or extended warranty period and expires as stated on the policy **Schedule**.

**Proposal** - The application form and any other information provided by the **Insured** or on his/her behalf.

**Schedule** - Contains details of **You** and the **Appliance (s) / Product (s)** the subject of this insurance.

## TERMINATION

The insurance provided hereunder will automatically terminate in respect of a covered **Appliance / Product** on the occurrence of one of the following:

- The natural expiry date of the policy as detailed on the policy **Schedule**
- The date the **Appliance(s) / Product(s)** is declared beyond economical repair or a financial settlement is made
- The date on which **You** do not pay the premium when it is due, or **You** cancel any payment previously made or fail to maintain **Your** payments under the monthly payment option
- The date on which the **You** shall sell or otherwise dispose of the said **Appliance(s) / Product(s)**.

## WHAT IS COVERED

Your policy provides cover against:

### A) Mechanical / Electrical Breakdown of the Product identified on Your policy Schedule

Cover includes parts, labour and **Call out** charges (inc. VAT) during normal working hours (9am – 5pm Monday to Sunday) subject to the terms, conditions and exclusions of **Your** policy.

### B) Accidental Damage (if noted on Your Schedule)

Your policy provides cover against **Accidental Damage** to the **Products** identified on **Your** policy **Schedule**. Cover includes parts, labour and **Call out** charges (inc. VAT) during normal working hours (9am – 5pm Monday to Friday) subject to the terms, conditions and exclusions of **Your** policy.

Where **We** are able to repair **Your Appliance / Product**, We will cover: parts, labour and **Call out** charges (inc VAT). Where the **Appliance / Product** is declared beyond economical repair **We** will replace the Appliance / Product with a product of similar specification and functionality up to the limit as specified on your **Schedule**.

**We** reserve the right to make settlement of any claim resulting in replacement of the **Appliance / Product** in cash or by voucher.

## WHAT IS NOT COVERED

The following are specifically excluded from the cover provided by **Your** extended warranty:

- Any **Excess** shown on **Your Schedule**
- **Call out** charges where a fault cannot be found with the **Appliance(s) / Product(s)**;
- **Accidental damage** if not noted on **Your Schedule**;
- Use of the **Appliance(s) / Product(s)** by anyone other than **You**;
- Failure to comply with the manufacturers instructions for the care of the **Appliance(s) / Product(s)**;
- Use in a commercial environment;
- **Appliance(s) / Product(s)** that do not meet the current electrical regulations in force at the time;
- Costs not authorised by the **Claims Administrator** or it appointed engineers;
- Faults relating to the installation of the **Appliance(s) / Product(s)**;
- Deliberate damage or neglect of the **Appliance(s) / Product(s)**;
- Repairs to cosmetic parts or non Mechanical Electrical components;
- Damage caused by foreign objects or substances;
- Faults known to **You** before commencement of cover under **Your** policy;
- Work, which relates to a manufacturer recall;
- Cosmetic damage such as damage to exterior finish, food spoilage, dents or scratches to the **Appliance(s) / Product(s)**;
- Routine maintenance of the **Appliance(s) / Product(s)**, supplies or service in **Your Home**;
- Materials or labour charges covered by manufacturers or suppliers or installer's guarantee or warranty;

- Claims arising from the interruption, failure or disconnection of public services to **Your Home** (including water, electricity or gas supply) however caused or from gas leaks;
- Claims arising as a result of normal wear and tear (e.g. belts, fuses, seals, handles, runners, screen burn etc.);
- **Consequential loss** of any type;
- The VAT element of any claim where the **Insured** is VAT registered;
- Damage to oven linings, glass doors, control knobs or fridge / freezer interior linings or door seals;
- Any gaming consoles or computer equipment;
- Loss of frozen food;
- Any claimed incident which occurs outside of the **Policy Duration**;
- Any claim for loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However, in the event that a Fire or Explosion results from any of the matters described in paragraph above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

- Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
  1. involves violence against one or more persons; or
  2. involves damage to property; or
  3. endangers life other than that of the person committing the action; or
  4. creates a risk to health or safety of the public or a section of the public; or
  5. is designed to interfere with or to disrupt an electronic system.
- This Policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing,

suppressing, retaliating against, or responding to any act of terrorism.

- Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any loss, liability, cost or expense, or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:
  1. irradiation or contamination by Nuclear Material; or
  2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  3. any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

## CLAIM LIMIT

**Your** policy provides cover up to three **Call Outs** for each **Appliance / Product** registered under **Your** policy in any consecutive 12 month period.

## CLAIMS PROCEDURE

It is vital to obtain cover under **Your** extended warranty in the event of a claim that **You** contact the **Claims Administrator** by telephone on:

Tel: **0370 320 0245**

Email: **map@castelgroup.com**

Please provide the **Claims Administrator** with as much information about what has happened as possible, so they can give advice and arrange for an engineer to contact **You**.

Please have **Your** policy number and details of the **Appliance (s) / Product(s)** ready when **You** call.

UK General Insurance Ltd are an **Insurers** agent and in the matters of a claim act on behalf of the **Insurer**.

## GENERAL CONDITIONS

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

1. The **Claims Administrator** will make reasonable attempts to obtain a suitable tradesman, 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 thereto
  - d) other circumstances preventing access to **Your Home** or otherwise making provision of cover impractical.

2. **We** shall be entitled to:
  - a) decline cover 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) settle any claim on a proportionate basis if **You** have any other insurance covering the same loss or damage.
3. **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:
  - a) supply accurate and complete answers to all the questions **We** or the **Administrator** may ask as part of **Your** application for cover under the policy;
  - b) to make sure that all information supplied as part of **Your** application for cover is true and correct;
  - c) tell **Us** of any changes to the answers **You** have given as soon as possible.Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.
4. **You** will be responsible for the engineers **Call out** charges if having requested assistance **You** are not at **Home** when they arrive.
5. **We** will arrange to supply and fit replacement parts or components where required and covered under **Your** policy. If **You** request any addition work or replacement parts or components of a superior specification are fitted, **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.
6. In the event that the parts for a **Product** are no longer available, or the **Product** is beyond economic repair, **We** will base **Our** settlement on the replacement cost of a product of similar specification and functionality at the time of the breakdown.
7. If **You** or anyone else claiming under this policy makes a claim that is false or dishonest in any way, **Your** policy will not be valid. **You** will lose all benefits under this policy and **We** will not refund **Your** premium.
8. No refund of premium will be considered if a claim has been made under **Your** policy.
9. If **You** move address then **You** must inform the **Administrator** in writing or by phone.

## CANCELLATION

If **You** decide that for any reason, this policy does not meet **Your** insurance needs then please return it to the **Administrator** within 14 days of issue. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full.

Thereafter **You** may cancel the insurance cover at any time by informing the **Administrator** however no refund of premium will be payable.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter



will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

## GOVERNING LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.

## COMPLAINTS PROCEDURE

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the complaints procedure below:

### **Complaints regarding the sale of the policy:**

If **You** wish to lodge a complaint against any aspect of CoverCloud's service in the sale of **Your** policy please contact **Us** as follows:-

Acumen Insurance Services  
Tourism House  
Woodwater Park  
Pynes Hill  
Exeter  
Devon  
EX2 5WS

Tel: 0345 812 0030  
Email: admin@covercloud.co.uk

### **Complaints regarding claims:**

For complaints regarding a claim, please contact the **Claims Administrator:**

Castelan Group Limited,  
Alpha House,  
Weston-super-Mare,  
Somerset  
BS23 3QY.

Tel: 0370 320 0245  
Email: map@castelanguroup.com

In all correspondence please state that **Your** insurance is provided by UK General Insurance Ltd and quote scheme reference **06242A**.

In either case, if **Your** complaint cannot be resolved by the end of the next working day, it will be passed to:

Customer Relations Department  
UK General Insurance Ltd  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ

Tel: 0345 218 2685

Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity but have a group annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,  
Exchange Tower  
Harbour Exchange Square  
London,  
E14 9SR

Tel: 0300 123 9 123

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

## COMPENSATION SCHEME

Great Lakes Reinsurance (UK) SE, is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

## 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 insurance 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.