

ACASTA EUROPEAN INSURANCE COMPANY LIMITED

Where a word appears in **Bold** print it has a special meaning as defined below:

POLICY DEFINITIONS

Accidental Damage means physical damage as a result of sudden and unforeseen cause which stops the **Appliance** working.

Administrator means Home Appliance Guard Ltd., Kingsland House, 21 Hinton Road, Bournemouth, BH1 2DE.

Appliance means the appliances identified on **Your Policy Schedule**.

Beyond Economic Repair means the **Appliance** cannot be repaired or the cost of repairing the **Appliance** exceeds the current market value at the date of the claim.

Breakdown means a mechanical or electrical breakdown which stops the **Appliance** working properly.

Certificate of Insurance means the document which is issued by **Us** as evidence of cover and forms part of this Policy.

Insurer means Acasta European Insurance Company Limited, 1st Floor, Grand Ocean Plaza, PO Box 1338 Ocean Village, Gibraltar.

Policy Period means the period during which this Policy is in force as shown on **Your Certificate of Insurance**.

Policy Schedule means the document which is issued by **Us** detailing **Your** covered Appliances and which forms part of this Policy.

Premium means the monies **You** have agreed to pay for this Policy as shown on the **Certificate of Insurance**.

Repair Agent means a qualified repair engineer approved and authorised by **Us** to carry out the repair.

We, Our or Us means Home Appliance Guard Ltd., Kingsland House, 21 Hinton Road, Bournemouth, BH1 2DE.

Start Date means the date this Policy commences as shown on **Your Certificate of Insurance**.

You, Your, Policyholder or Insured means the party set out on **Your Certificate of Insurance** who is entitled to cover under this Policy.

PERIOD OF COVER

Your policy will commence from the **Start Date** shown on **Your Certificate of Insurance** and irrespective of the payment frequency (i.e. monthly, quarterly or annually) will automatically renew unless **You** request **Us** to cancel **Your** policy.

WHAT IS COVERED?

You are covered under this policy for **Breakdown** and **Accidental Damage** during the **Policy Period**. In the first instance **We** will try to resolve the problem **You** are having with **Your Appliance** through our helpline. If it is not possible to resolve the problem with **Your Appliance** over the telephone **We** will send a **Repair Agent** to repair **Your Appliance**.

In the event that **Your Appliance** cannot be repaired **We** will, using **Our** discretion, either decide to replace with a new **Appliance** of the same or similar make and specification or offer **You** a cash settlement in line with the current market value of **Your Appliance**. Usually this will be vouchers redeemable from a supplier chosen by **Us**.

In the event that **We** replace **Your Appliance** or make a cash settlement **You** will be responsible for disposing of the original **Appliance** and all associated costs, if the **Appliance** remains in **Your** possession.

If **We** deal with **Your** claim on a **Beyond Economical Repair** basis **Your** policy will end immediately and **You** will not receive a refund of any Premium **You** have paid **Us**.

POLICY LIMITS

There is no limit to the number of times **You** can claim during the **Policy Period**. **You** are able to make a claim under this policy for losses up to the claim limit shown on **Your Policy Schedule** for the **Appliance(s)** identified as covered in **Your Policy Schedule**.

POLICY EXCESS

If a claim occurs within the first 21 days from the policy Start Date **You** will be liable to pay the first £100 towards the cost of any claim.

WHAT IS NOT COVERED?

The following is excluded from the cover provided under this Policy:

1. Repairs or replacements to the **Appliance** where such faults are still covered by the manufacturer's, supplier's or repairer's guarantee;
2. Where the **Appliance** is subject to a recall either by the manufacturer or supplier;
3. Faults which are due to a generic manufacturing defect;
4. Faults which arise from the **Appliance** being modified in a manner which is not authorised by the manufacturer including but not limited to any upgrade or the addition of non-approved accessories;
5. Faults resulting from **You** failing to follow the operating instructions of the **Appliance**;
6. Any claim where **You** use the **Appliance** for a non-domestic purpose or in a commercial environment;
7. Any fault or damage which has been caused, directly or indirectly, by faults with the domestic supply of electricity, gas or water;
8. Any fault or damage arising from theft, attempted theft, malicious damage, misuse, neglect, poor installation, or any damage caused by fire, explosion, floods, lightning, storms, frost or bad weather conditions, rust corrosion or water;
9. In the event that the original **Appliance** is replaced the cost of the installation of the new **Appliance** and the cost of disposal of the old **Appliance**;
10. Faults or damage resulting from a software virus, the configuration of user settings, the backing up or recovery of data, the loss, corruption or damage of/to data or the operating system of the **Appliance**;
11. Any fault or damage to an **Appliance** not located at the address shown on the **Certificate of Insurance**;
12. The call out charge where no fault is found with the **Appliance**. **You** will be responsible for the cost of the call out charge;
13. Routine maintenance, cleaning and servicing;
14. Any repair work **We** have not authorised or which is not carried out by one of **Our** approved **Repair Agents**;
15. Any **Appliance** which has to be repaired outside of the United Kingdom, Isle of Man, Channel Islands and Northern Ireland;
16. Any costs incurred as a result of not being able to use the **Appliance**;
17. Any damage to property or personal injury;
18. Any costs which do not result from the event arising to a claim;
19. The replacement of any item which is intended to be replaceable such as fuses, batteries and light bulbs;
20. Rust or corrosion damage which does not affect the use of the **Appliance**;
21. Cosmetic damage which does not affect the use of the **Appliance**;
22. Any costs incurred as a result of the **Appliance's** connecting cable not being installed properly;
23. An **Appliance** which was not working in accordance with the manufacturer's specification before the policy was taken out;
24. The loan of a replacement **Appliance** whilst the **Appliance** is being repaired;
25. **Our** call out charge if **You** do not allow **Our Repair Agent** access or to remove the **Appliance** for repair or **You** fail to keep the appointment.
26. **You** are not covered for any claim arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, terrorism, 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.
27. Repairs for faults relating to a reduction in image retention on LCD, plasma or projection television screens;

Policy Wording

HOW TO MAKE A CLAIM UNDER THIS POLICY

If **You** experience any issues with **Your Appliance** during the **Policy Period** **You** should call **Our** helpline number 0800 652 6789 which is open 6 days a week, 9am to 6pm Monday to Friday and 10am to 4pm Saturday and UK Public Holidays (excluding Christmas Day, Boxing Day and New Year's Day). Alternatively **You** can write to **Our** Claims Department, Home Appliance Guard Ltd., Kingsland House, 21 Hinton Road, Bournemouth, BH1 2DE.

In the first instance **We** will:

- Try to remedy any issues over the telephone.
- If **We** cannot resolve the issue **We** will arrange for a **Repair Agent** to contact **You**.
- Where necessary arrange for one of **Our** Claims Advisors to contact **You** to discuss **Your** claim. **We** may also ask for the completion of a claim form and proof of purchase.

FRAUD

Home Appliance Guard Ltd., Alternative Propositions Ltd. and Acasta European Insurance Company Limited are committed to preventing insurance fraud.

If **You** or anyone acting for **You**:

- Makes a claim that **You** know to be false or exaggerated;
- Makes a statement in support of a claim knowing the statement to be false; or
- Makes a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance;

Then Home Appliance Guard Ltd.:

- Will not pay the claim;
- Will cancel the policy;
- Shall be entitled to recover from **You** the amount of any claim already paid under the policy including the **Repair Agent's** call out charge;
- Shall not return any of the **Premium** that **You** have paid; and
- May inform the police of the circumstances.

CANCELLING THIS INSURANCE POLICY

You may cancel this policy at any time by contacting **Us** either by:

- (i) Calling **Our** free phone helpline number 0800 652 6789;
- (ii) Writing to **Us** at Home Appliance Guard Ltd., Customer Services Department, Kingsland House, 21 Hinton Road, Bournemouth, BH1 2DE; or
- (iii) Emailing **Us** at customer.support@homeapplianceguard.co.uk.

If **You** cancel this policy within 14 days of receipt of your policy documentation **You** will receive a full refund of any **Premium** **You** have paid to **Us** provided **You** have not made a claim in which case **We** reserve the right to deduct the cost of that claim from the refund of **Premium** which is due to **You**.

Monthly or Quarterly Policies: If **You** cancel this policy at any other time **You** will not receive a refund of any **Premium** **You** have paid to **Us** and the cancellation will be effective immediately.

Annual Policies: If **You** cancel this policy at any other time **You** will be entitled to receive a pro rata refund depending on the remaining time on **Your** policy. **We** will apply an administration charge of £25.00 to cover the costs **We** incur when a policy is cancelled. If a claim or an incident that may give rise to a claim has occurred the claim amount will be deducted from the pro rata refund.

TERMINATION

This **Policy** will automatically terminate if **You** fail to pay the Premium due to **Us**.

COMPLAINTS PROCEDURE

We seek to provide **You** with an extremely high standard of service. In the unlikely event that **You** are dissatisfied with the service provided please contact **Us** by either:

- (i) Calling **Our** free phone helpline number 0800 652 6789;
- (ii) Writing to **Us** at Customer Services Department, Home Appliance Guard Ltd., Kingsland House, 21 Hinton Road, Bournemouth, BH1 2DE; or
- (iii) Emailing **Us** at customer.support@homeapplianceguard.co.uk.

We will acknowledge **Your** complaint within 5 business days of receiving it and do **Our** best to resolve matters within 2 weeks. If **You** are dissatisfied with the response **You** receive in relation to **Your** complaint from **Us** or **Your** complaint is not resolved within 8 weeks by **Us**, **You** have the right to refer **Your** complaint to the Financial Ombudsman Service. **You** may contact the Financial Ombudsman at: Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone: 08000 234567 or 0300 123 9 123. Email: info@financialombudsman.org.uk

Following this complaint procedure does not affect **Your** right to take legal action.

Complaints about the insurer

We aim to give **Our** customers a high standard of service at all times. If **You** are unhappy with **Our** service for any reason, initially please raise **Your** concerns with Home Appliance Guard Ltd.. If **Your** complaint is not resolved or **You** are unhappy with **Our** response and the course of action proposed for any reason, **You** should write to:

Acasta European Insurance Company Limited, 1st Floor, Grand Ocean Plaza, PO Box 1338 Ocean Village, Gibraltar.

If **You** are still dissatisfied, **You** can ask the Financial Ombudsman Service to review **Your** case. They will handle most complaints which **You** may have concerning a contract of personal insurance. There are, however, a few instances in which they are not empowered to consider complaints.

RENEWAL

If **You** have a monthly policy **Your** policy will be automatically renewed each month but at the annual anniversary of **Your** policy **Start Date** (and each subsequent anniversary thereafter) **We** will contact **You** about continuing **Your** policy.

If **You** have a quarterly policy **Your** policy will be automatically renewed each quarter but at the annual anniversary of **Your** policy **Start Date** (and each subsequent anniversary thereafter) **We** will contact **You** about continuing **Your** policy.

If **You** have an annual policy at the first anniversary of **Your** policy **Start Date** (and each subsequent anniversary thereafter) **We** will contact **You** about continuing **Your** policy.

ALTERATION AND ASSIGNMENT

You are not permitted to assign to another person(s) or change in any way the rights under this policy without **Our** written consent.

TELEPHONING HOME APPLIANCE GUARD

Your telephone calls may be recorded to monitor and improve the quality of the service **We** provide.

INSURER INFORMATION

This Policy is underwritten by Acasta European Insurance Company Limited, 1st Floor, Grand Ocean Plaza, PO Box 1338 Ocean Village, Gibraltar (registered no. 96218) which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of Acasta's regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta on request.

POLICY ADMINISTRATOR

This Policy is administered by Home Appliance Guard Ltd., an Appointed Representative of Alternative Propositions Ltd.. Home Appliance Guard Ltd. is registered in England. Company Number: 05927936, registered office: Kingsland House, 21 Hinton Road, Bournemouth, BH1 2DE.

Alternative Propositions Ltd. is authorised and regulated by the Financial Conduct Authority (FRN 602443). This information can be checked by visiting the FCA's website. Alternative Propositions Ltd. is registered in England: Company Number 08253536, Registered Office: Suite D, Astor House, 282 Lichfield Road, SUTTON COLDFIELD, B74 2UG.

FINANCIAL SERVICES COMPENSATION SCHEME

Acasta European Insurance Company Limited is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "compensation scheme"). If the insurers are unable to meet their obligations under this policy an Insured Person may be entitled to compensation from the Compensation Scheme.

DATA PROTECTION

Home Appliance Guard Ltd.

Your details will be held and used by Home Appliance Guard Ltd. and selected companies acting on **Our** behalf to administer **Your** policy. **We** may disclose **Your** information to **Our** service providers and repair engineers to enable them to carry out a repair. **We** may also use **Your** data for training and testing purposes. In addition, **We** may pass **Your** data to any relevant regulator or dispute resolution provider. If **You** have given **Us** permission, **Your** details may also be used by **Us** or third parties for other marketing purposes. **We** and the third parties (if applicable) may contact **You** by mail, telephone or email. If **You** no longer want **Your** data to be used by third parties or by **Us** for marketing purposes **You** should write to the Data Protection Officer at: Kingsland House, 21 Hinton Road, Bournemouth, BH1 2DE.

To help keep **Your** details accurate **We** may use information **We** receive from **Our** partners. **You** may ask **Us** for a copy of **Your** details (subject to a small fee) and to correct any inaccuracies.

Alternative Propositions Ltd. and Acasta European Insurance Company Limited

Alternative Propositions Ltd. and Acasta European Insurance Company Limited are data controllers of the personal information they collect about **You** in connection with this policy. **Your** personal information will be used for the following purposes: (a) for administration of this policy, but not limited to, underwriting, administration and claims handling: (b) to communicate with **You** in connection with this policy: (c) for internal analysis and research: (d) to comply with the legal and regulatory requirements: and (e) to help prevent, detect or deal with crime or fraud.

Both Alternative Propositions Ltd. and Acasta European Insurance Company Limited use agents and service providers (including **Us**) to collect, hold and process on its behalf **Your** personal information for the purposes set out in this policy. These agents and service providers act on Alternative Propositions Ltd.'s or Acasta European Insurance Company Limited's (as applicable) behalf and will only use the information as Alternative Propositions Ltd. or Acasta European Insurance Company Limited tells them to.

Alternative Propositions Ltd. and Acasta European Insurance Company Limited may disclose **Your** personal information to third parties (including to the police, other governmental bodies and other insurers) as required by law or if Alternative Propositions Ltd. or Acasta European Insurance Company Limited think the disclosure may help to prevent, detect and deal with crime or fraud. **You** have the right to ask for a copy of the information Alternative Propositions Ltd. and / or Acasta European Insurance Company Limited hold about **You** (for which Alternative Propositions Ltd. or Acasta European Insurance Company Limited may charge a small fee). If **You** find at any time that any of the information Alternative Propositions Ltd. and / or Acasta European Insurance Company Limited hold about **You** is incorrect then **You** should promptly notify Alternative Propositions Ltd. or Acasta European Insurance Company Limited who will (as appropriate) correct the inaccuracy.

You can contact Alternative Propositions Ltd. or Acasta European Insurance Company Limited about privacy issues or comment or complain about Alternative Propositions Ltd.'s or Acasta European Insurance Company Limited's privacy practices by contacting, in the first instance, Alternative Propositions Ltd., Riverview, 1 The Embankment Business Park, Heaton Mersey, Stockport, SK4 3GN. Telephone +44 161 975 5601. E mail: info@alternativeinsurancebrokers.co.uk or secondly Acasta European Insurance Company Limited, 1st Floor, Grand Ocean Plaza, PO Box 1338 Ocean Village, Gibraltar.

EXCLUSION OF THIRD PARTY RIGHTS

Nothing in this policy is intended to confer a directly enforceable benefit on any other party and therefore the provisions of the contracts (Rights of Third Parties) Act 1999 do not apply.

GOVERNING LAW

The English Law governs this policy and any dispute concerning its interpretation, and the jurisdiction of The English Courts will apply. Home Appliance Guard Ltd. will communicate in English unless **We** have agreed otherwise with **You**.