



## APPLIANCE WARRANTY INSURANCE POLICY

### DEFINITIONS

**Accidental Damage** means the cost of repair to or replacement of **Your Equipment** following physical damage as a result of a sudden and unforeseen cause which stops the **Equipment** working.

**Broker, They, Them** means Protect My Appliances Limited. The **Broker** is acting as **Your** agent and/or the agent of the **Principal Firm** and not as agent of the **Insurer**.

**Breakdown** means the cost of repair to or replacement of **Your Equipment** following a mechanical or electrical fault which stops the **Equipment** from working properly.

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

**Equipment** means **Your** appliance comprising a Cooker Hood, Dishwasher, Freestanding Cooker, Freezer, Fridge, Fridge Freezer, American Style Fridge Freezer, Grill, Hob, Microwave, Oven, Satellite Dish, a LNB (low noise block), all connecting cables, Sky remote control and a Standard Sky box, Sky+ box, Sky+ HD box, Sky+ HD 2TB box or boxes, Television set(s), Tumble Dryer, Washer Dryer, or Washing Machine as shown on **Your Certificate of Insurance**.

**Excess** means the amount of each claim for which **You** are responsible as follows: -

- Any claims within the first 45 days of the Policy start date will be subject to a £250 **Excess**.
- In the event **Your** Appliance is replaced, the **Excess**
  - under a Policy covering a single Appliance is £50
  - under a Policy covering two to five Appliances inclusive is £25,
  - under a Policy covering six Appliances or more is NIL.

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

**Policy Limits** means the maximum **You** can claim under this policy as detailed under the heading of **Policy Limits** below.

**Principal Firm** means ES Risks Limited, America House, 2 America Square, London, EC3N 2LU. The **Principal Firm** is acting as **your** agent and/or the agent of the **Broker** and not as agent of the **Insurer**.

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

**We, Us, Our** or **Insurer** means City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell, 3rd Floor, One Cornet Street, St. Peter Port, Guernsey, GY1 1BZ, authorised by the Guernsey Financial Services Commission (GFSC). GFSC Reference:54692. Details of registration can be checked using the link:

<https://www.gfsc.gg/commission/regulated-entities/54692>.

**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

All policies provide cover for a period of 12 months from the **Start date** shown on **Your Certificate of Insurance**.

**You** may pay for **Your** policy either by Monthly, Quarterly or Annual Payments. If **You** choose to pay **Your** premium by monthly or quarterly instalments, payments must be kept up to date to ensure continuing cover. Failure to make a payment will mean that cover under **Your** policy ceases.

### WHAT IS INSURED

**You** are covered under this policy for **Breakdown** and **Accidental Damage** of **Your Equipment** during the **Period of Cover** subject to the **Policy Limits**.

In the first instance **Your Broker**, acting on your behalf, will try to resolve the issues **You** are having with **Your Equipment** through their helpline. If it is not possible to resolve the problems with **Your Equipment** over the telephone, an engineer will be sent to **You** to repair **Your Equipment** where the **insurer** has approved the claim.

In the event that **Your Equipment** cannot be repaired with the agreement of the **Insurer** upon and subject to acceptance of **Your** claim, **Your Equipment**. In the case of Standard Sky box, Sky+ box, Sky+ HD box, Sky+ HD 2TB box or boxes this may be a refurbished unit.

If replacement of **Your Equipment** cannot be reasonably arranged **You** will be paid a contribution towards the cost of replacing **Your Equipment** for appliances of a similar size and specification up to the **Policy Limit** at **Our** discretion. This contribution will be in the form of vouchers for an appliance retailer chosen by **Us** and will be for the price **We** would have otherwise obtained directly from **Our** chosen supplier.

If **We** replace **Your Equipment**, **You** will be responsible for disposing of

**Your** original **Equipment** at **Your** own cost.

### POLICY LIMITS

**You** are able to make a claim under this policy for losses up to the value of £500 per claim inclusive of engineer costs.

In the case of Televisions, the first Television identified on **Your Certificate of Insurance**: **You** are able to make a claim under this policy for losses up to the value of £500 per claim inclusive of engineer costs.

Second and subsequent televisions identified on **Your Certificate of Insurance**: **You** are able to make a claim under this policy for losses up to the value of £250 per claim inclusive of engineer costs.

### WHAT IS NOT INSURED

The following are excluded from the cover provided under this policy:

1. Repairs or replacements of **Equipment** where such faults are still covered by the manufacturer's, supplier's, or repairer's warranty.
  2. Where the **Equipment** has been recalled by the manufacturer.
  3. Faults which are due to a generic manufacturing defect.
  4. Faults which arise from **Your Equipment** 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 **Your Equipment**.
  6. Any claim where **You** use the **Equipment** 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.
  8. Any fault or damage caused by any theft, attempted theft, malicious damage, or damage caused by fire or explosion.
  9. 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 or to data or the operating system of the **Equipment**.
  10. Any fault or damage which is covered by any other Insurance policy.
  11. Any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation, nationalisation, or requisition by order of any government, public, municipal, local or customs authority.
  12. Any damage as a result of nuclear radiation.
  13. Rust or corrosion damage to **Your Equipment**.
  14. Any remote controls not related to **Your Equipment**
  15. Repairs for faults relating to a reduction in image retention on LCD screens, plasma projection TV screens.
  16. Any Television sets above 10 years of age.
  17. Any accessories relating to **Your Equipment** e.g. remote controls.
- Where an engineer is sent to repair **Your Equipment**, **You** will be liable to pay for the cost of this where no fault is found with **Your Equipment**.

The policy does not cover the following:

1. Routine maintenance, cleaning, and servicing.
2. Work which **You** require to take place outside of **Our** engineer's normal working hours (which are Monday to Thursday 9.00am to 5:00pm not including UK public holidays) and Friday 9.00am – 3.00pm
3. **Equipment** which has to be repaired outside of the United Kingdom and Northern Ireland.
4. Any costs or loss howsoever arising which are incurred as a result of not being able to use **Your Equipment**.
5. Any damage to property or personal injury.
6. Any costs which do not result from the event giving rise to a claim.
7. The replacement of any item which is intended to be replaceable such as fuses and batteries.
8. Cosmetic damage which does not affect the use of **Your Equipment**.
9. **Equipment** which has not been installed properly.
10. **Equipment** which was not working in accordance with the manufacturer's specification before the policy was taken out.
11. Loss or damage to interactive or viewing cards.
12. Any pre-existing fault prior to **You** taking out this insurance.
13. Any willful, deliberate, or negligent act or omission by **You** or any third party.
14. Any claim **You** make which is false or fraudulent or exaggerated.
15. Damages or **Breakdown** of the **Equipment** which was caused or contributed to by unauthorised third party/engineer
16. Loss of programmes saved to the hard drive of **Your Equipment**.
17. Any Television claims within the first 45 days of the original policy inception date will be subject to a £250 **Excess** for the first



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television and £125 for any subsequent Televisions under this policy.

**We** will not provide services under this policy if **We** are prevented from doing so as a result of any unusual or foreseeable event or circumstance beyond **Our** reasonable control ('Force Majeure'). This would include but is not limited to: war (whether war be declared or not), threat of war, riot, civil disturbance or strife, terrorist activity (actual or threatened), industrial dispute, natural or nuclear disaster, fire, flood, drought, major adverse weather conditions and levels of water in rivers, any parts, repairs or replacements being out of stock or any delay in delivery.

**We** shall not provide any benefit under this Policy to the extent of providing cover, payment of any claim or the provision of such cover, payment of such claim or provision of such benefit where this would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

### HOW TO MAKE A CLAIM UNDER THIS POLICY

If **You** experience any issues with **Your Equipment** during the period of cover, **you** should call the **Broker's** helpline on the number below. In the first instance the **Broker** will, acting on your behalf, try to remedy any issues over the telephone. If **they** are unable to do so **You** are able to make a claim under the policy and where the **Insurer** approves **Your** claim, an engineer will be sent out to **You** (subject to and in accordance with the terms herein)

The **Brokers's** helpline is open 6 days a week, 10:00am to 8:00pm Monday to Thursday, 10.00am to 7.00pm Friday and 10:00am to 2:00pm Saturday.

Not including public holidays.

Telephone: 03334560419

### CANCELLING THIS INSURANCE POLICY

**You** may cancel this policy at any time by writing to the **Broker** on the contact details below.

If **You** cancel this policy within 21 calendar days of receiving it, **You** will receive a full refund of any **Premium** **You** have paid to **Us**. If, however **You** have made a claim during this period **We** reserve the right to deduct the cost of that claim from the refund of **Premium** which is due to **You** and **We** will tell **You** if **We** are making this deduction.

If **You** cancel this policy after 21 calendar days of receiving it cancellation will be effective immediately and the amount of **Premium** refund **You** are entitled to is set out below.

#### **Policies with Monthly or Quarterly Payments**

**You** will not be charged any more monthly or quarterly **Premium** amounts, and **You** will not receive a refund of any **Premium** **You** have paid to **Us**.

#### **Annual Policies**

**You** will be entitled to a pro-rata return of **Premium** paid for the number of complete unexpired days remaining of **Your** policy. The **Broker** will charge an administration fee of £20. **You** will not be entitled to a pro-rata refund if a claim or an incident that may give rise to a claim has occurred.

#### Contact Details:

Post: Protect My Appliances Ltd, Office 302, Breckland Business Centre, St Withburga Lane, Dereham, Norfolk, NR19 1FD

Telephone: 03334560419

Email: [info@protect-my-appliances.co.uk](mailto:info@protect-my-appliances.co.uk)

**We** reserve the right to cancel the policy at any time by giving **You**, via **Your Broker**, 30 days' written notice to **Your** last known address. **You** will be entitled to a pro-rata return of **Premium** paid for the number of complete unexpired days remaining of **Your** policy unless **You** have made a claim in which case there will be no return of **Premium** paid.

### TERMINATION

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

### RENEWAL

All policies are treated as annual policies regardless of the payment terms **You** have adopted. **You** will be notified at least 21 days before the annual anniversary of

**Your** policy to inform **You** that it will renew automatically. If **You** do not

cancel this policy, **We** will take a payment for the renewal premium in accordance with **Your** preferred payment terms.

### GENERAL INFORMATION

#### **The Insurer**

This Policy is underwritten and insured by City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell, 3<sup>rd</sup> Floor, One Cornet Street, St. Peter Port, Guernsey, GY1 1BZ, authorised by the Guernsey Financial Services Commission (GFSC). GFSC Reference:54692. Details of registration can be checked using the link:  
<https://www.gfsc.gg/commission/regulated-entities/54692..>

#### **The Broker**

This policy is arranged by Protect My Appliances Limited who are an appointed representative of ES Risks Limited. Registered office: Office 302, Breckland Business Centre, St Withburga Lane, Dereham, Norfolk, NR19 1FD

ES Risks Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 565023. This information can be checked by visiting the FCA's website.

#### **Premium**

**Premium** becomes due to be paid by **You** in full prior to policy inception in order for the Policy to commence. Subject to and upon payment of the **Premium**, this Policy shall commence. Immediately upon commencement of this Policy, the right to receive premium is assigned by **Us** to the **Principal Firm**, in its own right absolutely. This provision is therefore notice to **You** of that assignment. Payment of premium by **You** is a condition precedent to **our** liability under the policy. If premium is not paid by **You** when due, **We** shall have no liability under the Policy so shall not have to pay any claims. If an instalment premium is not paid when due by **You**, then **Our** liability shall terminate at the end of the last period for which **You** shall have paid the instalment premium in full.

If a loss that is covered by the Policy occurs after the **Start Date**, but before the first premium due has been paid or in respect of any instalment premium, if a loss covered by the Policy occurs before the policy is terminated (as set out above), **We** may pay the claim (subject to the terms and conditions of the Policy) after deducting all unpaid premium (all future premium instalments shall also become due on the agreement of the claim by **Us** and would be deducted from any claim payment). **You** agree to accept that sum in full settlement of the claim.

The **Principal Firm** has agreed that it will treat payment of premium to **Your Broker** as being payment to itself and, on this basis, **We** shall treat cover as satisfying the condition of payment when the premium has been paid by **You** to the **Broker**.

If any provision of this section is found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this section, which shall remain in full force and effect. In those circumstances, this provision shall be interpreted to the extent possible as being amended to provide for such minimum notice of cancellation as may be allowable.

#### **Financial Services Compensation Scheme**

The **Broker** and the **Principal Firm** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if any of these parties cannot meet their obligations. Further information about the scheme is available on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to:

The Financial Ombudsman Service, Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR Telephone: 08000 234 567 (free for people phoning from a fixed line) or 0300 123 9123 Email:

[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

**We**, City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell are not a member of and therefore is not covered by the FSCS.

### COMPLAINTS PROCEDURE

If **You** are dissatisfied with the service **You** are provided with by the **Broker** or the **Principal Firm**, please contact the **Broker** in the first



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instance using the contact details below quoting **Your** policy number:  
Post: Office 302, Breckland Business Centre, St Withburga Lane,  
Dereham, Norfolk, NR19 1FD  
Telephone: 0333 456 0419  
Email: [info@protect-my-appliances.co.uk](mailto:info@protect-my-appliances.co.uk)

If **Your** complaint is in relation to **Your Broker** or the **Principal Firm** for example the way in which **Your** insurance was sold the **Broker** will deal with **Your** complaint.

The **Broker** or **Principal Firm** will investigate **Your** complaint and issue a final response letter.

If **You** are dissatisfied with the response **You** receive in relation to **Your** complaint or **Your** complaint is not resolved within 8 weeks, **You** have the right to refer **Your** complaint to the Financial Ombudsman Service. **You** may contact the Financial Ombudsman at:

The Financial Ombudsman Service, Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR Telephone: 08000 234 567 (free for people phoning from a fixed line) or 0300 123 9123 Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Following this complaints procedure does not affect **Your** right to take legal action.

If **Your** complaint relates to policy coverage, policy terms and conditions or a claim **You** should refer **Your** complaint to City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell using the contact details below, quoting **Your** policy number.

The Compliance Director, City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell, 3<sup>rd</sup> Floor, One Cornet Street, St. Peter Port, Guernsey, GY1 1BZ.

We will investigate **Your** complaint and issue a final response letter.

If **You** are dissatisfied with the response **You** receive in relation to **Your** complaint or **Your** complaint is not resolved within 8 weeks, **You** have the right to refer **Your** complaint to the Channel Islands Financial Ombudsman Channel Islands Financial Ombudsman (CIFO), PO Box114, Jersey, Channel Islands, JE4 9QG.  
Telephone: 01534 748 610  
Email: [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org) Website: [www.ci-fo.org](http://www.ci-fo.org)

The terms and conditions of this insurance do not affect **Your** statutory rights relating to faulty or mis-described goods. For further information about **Your** statutory rights, contact **Your** local authority Trading Standards Department or the Citizens Advice Bureau in the UK.

### PRIVACY NOTICE

The **Principal Firm**, **Us** and the **Broker** gather and process personal data in accordance with the UK General Data Protection Regulation (GDPR) and/or any relevant data protection legislation.

Personal data may be used by the **Broker**, ES Risks Limited, **Us** or third parties for underwriting and claims purposes and in order to administer the policy. The **Broker**, ES Risks and **We** will ensure that personal data is kept secure, is used only for the purpose for which it was supplied and is retained only for as long as necessary.

ES Risks Limited is registered with the Information Commissioner's Office (ICO) as a data controller and is listed on the Register of Data Controllers under registration number Z1592537. ES Risks Limited's full Privacy Notice is enclosed in **Your** policy pack.

The **Broker** is registered with the Information Commissioner's Office (ICO) as a data controller and is listed on the Register of Data Controllers under registration number ZA527894. The **administrators'** full Privacy Notice is available at website [www.protectmyappliances.co.uk](http://www.protectmyappliances.co.uk)

Guernsey is not within the United Kingdom but has a robust and effective regulatory framework. City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell is required to comply with the UK General Data Protection Regulation (GDPR) when handling the personal data of UK Citizens and secondly the Data Protection (Bailiwick of Guernsey) Law, 2017 which provides an equivalent framework for handling the personal data of non-UK citizen.

### DATA PROTECTION

Please read this notice as it explains the purposes for which the **Broker**, **Insurer**, or the **Principal Firm** will use **Your** personal information.

Each of the **Insurer**, the **Broker** and the **Principal Firm** are data controllers (as defined in the Data Protection Act 2018) of the personal information each of them collects about **You** in connection with this policy.

**Your** personal information will be used for any or all of the following purposes:

- For administration of this policy including, but not limited to, underwriting, administration and claims.
- To communicate with **You** in connection with this policy.
- For internal analysis and research.
- To comply with legal and regulatory requirements.
- To help prevent, detect, or deal with crime or fraud.
- Sanctions Checking. Each of the **Insurer**, the **Broker** and the **Principal Firm** use agencies and service providers to collect, hold and process on its behalf **Your** personal information for the purpose set out in this policy or at law. These agencies and service providers act on the **Insurer's**, or the **Principal Firm's** instructions (as applicable) and will only use information as the **Insurer**, or the **Principal Firm** tell them to. The agencies and service providers may also need to transfer **Your** personal data to third parties in countries outside the UK in accordance with applicable data protection laws.

The **Insurer**, the **Broker** and the **Principal Firm** may disclose **Your** personal information to third parties (including to the police, other government bodies and other insurers) as required by law or if the **Insurer**, the **Broker** or the **Principal Firm** think the disclosure may help to prevent, detect, and deal with crime or fraud.

In compliance with the Data Protection Act 2018, **You** have the right to ask for a copy of the information the **Insurer**, the **Broker** or The **Principal Firm** hold about **You**. If **You** find at any time that any of the information held about **You** is incorrect then **You** should promptly notify the **Insurer**, the **Broker**, or the **Principal Firm** (as appropriate) who will correct the inaccuracy.

**You** can contact the **Insurer**, the **Broker** or the **Principal Firm** about privacy issues or comment or complain about the **Insurer's**, the **Broker**, or the **Principal Firm's** privacy practices.

Where **Our** use of **Your** personal information is based upon **Your** consent, **You** have the right to withdraw such consent at any time by contacting **Us**. If **You** withdraw consent, this may impact any benefit or claim under the Policy. Further information concerning **Your** rights and **Our** responsibilities can be found within **Our** Privacy Notice published on the website: [www.cityandcommercial.com](http://www.cityandcommercial.com). Alternatively, **You** can request a printed version by contacting **Us**.

### 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.

### 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 – or any successor legislation - do not apply.

### RIGHTS OF THE INSURER

**We** reserve the right to decline any proposal.  
**We** reserve the right not to offer renewal of any policy.

### GOVERNING LAW

This policy, and any dispute concerning its interpretation, is governed by the laws of England and Wales and the jurisdiction of the English Courts will apply. The language of the policy and all communications with **You** will be in English. In accordance with the Equality Act 2010, a copy of this policy is available in large print upon request.