

AIRCONDIRECT.CO.UK WARRANTIES EXTENDED WARRANTY

INTRODUCTION

Thank **You** for choosing AirConDirect.co.uk Warranties to supply **Your** extended warranty, **We** hope that **Your Appliance** will be trouble free, however should it fail please follow the claims procedure detailed in **Your** policy.

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**.

Administrator – MB&G Insurance Services Ltd. For queries relating to the issue of **Your** policy / policy amendments and to report details of any claim.

Appliance - As detailed on the **Schedule**, cover only extends to those items detailed on **Your Schedule**.

Betterment - The provision for the depreciation of the **Appliance** over time. **Betterment** will be applied at 10% per annum from the expiry of the insured **Appliance** original manufacturer's guarantee period up to a maximum of 70% for those products of 8 years or older.

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

Claims Administrator – MB&G Insurance Services Ltd, 21/26 Howard House, Howard Street, North Shields, Tyne & Wear, NE30 1AR. Tel: 0191 258 8163.

Consequential loss - **You** are not covered for any other costs that are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this policy.

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**.

Insurer / We / Our / Us - UK Underwriting Limited on behalf of Fortis Insurance Ltd

Mechanical / Electrical Breakdown - The actual and sudden mechanical / electrical failure or breakdown which results in the sudden stoppage of the **Appliance'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 30 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** the subject of this insurance.

CONTRACT OF INSURANCE

Your extended warranty has been arranged by MB&G Insurance Services Ltd with UK Underwriting Ltd on behalf of Fortis Insurance Ltd, Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire SO53 3YA.

MB&G Insurance Services Ltd, UK Underwriting Ltd and Fortis Insurance Ltd are authorised and regulated by the Financial

Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

In consideration of the **Insured** 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 the **Insured** up to the maximum claim limit detailed herein, subject always to the definitions, conditions, exclusions and periods contained herein.

WHAT IS COVERED

Your extended warranty provides cover against **Mechanical / Electrical Breakdown** of the **Appliance** identified on **Your** policy **Schedule**. Cover includes parts, labour and **Call out** charges (inc VAT) during normal working hours (8am – 5pm Monday to Friday) subject to the terms, conditions and exclusions of **Your** policy.

WHAT IS NOT COVERED

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

- **Call out** charges where a fault cannot be found with the **Appliance**.
- Accidental damage.
- Use of the **Appliance** by anyone other than **You**.
- Failure to comply with the manufacturers instructions for the care of the **Appliance**.
- An **Appliance** that does not meet the current electrical regulations in force at the time of purchase.
- Costs not authorised by the **Claims Administrator** or it appointed engineers.
- Faults relating to the installation of the **Appliance**.
- Deliberate damage or neglect of the **Appliance**.
- 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.
- Damaged of a cosmetic nature caused by but limited to denting, scratching, chipping, staining, and rust or corrosion.
- Routine maintenance of the **Appliance**, 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.)
- Total loss of use of the **Appliance** due solely to the non availability of replacement or substitute parts, in which case **We** shall offer settlement based on the depreciated value of the product and the estimated cost of repairs had the parts been available.
- **Consequential loss** of any type.

- The VAT element of any claim where the **Insured** is VAT registered.
- Costs associated with the initial setup including but not limited to faults on freeview due to poor signal strength.
- Any claim within the first 30 days of purchasing the policy.

CLAIM LIMIT (Subject to the provision of **Betterment**) **Your** policy provides cover up to:

- a) The original purchase price of the **Appliance** on each claim and in aggregate or
- b) a maximum of £2000 where the original purchase price of the **Appliance** exceeds £2000.

CLAIMS PROCEDURE It is vital to obtain cover under **Your** extended warranty in the event of a claim that **You** contact the **Administrator** by telephone on 0191 258 8163 or by fax 0191 257 3025. Please provide the **Administrator** with as much information about what has happened as possible, so they can give advice and arrange for the **Claims Administrator** to contact **You**.

Please have **Your** policy number and details of the **Appliance** ready when **You** call.

UK Underwriting Ltd are an insurer's 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) where a claim occurs within the first six months of cover and the premium is paid by monthly instalment **We** will be entitled to seek payment of the balance premium for the first six months before settlement of the claim.
 - b) decline cover if, in **Our** opinion, **Your Home** or services have not been maintained in a safe or serviceable condition.
 - c) decide on the most appropriate means of providing cover, although **We** will take **Your** wishes into account whenever possible.
 - d) settle any claim on a proportionate basis if **You** have any other insurance covering the same loss or damage.
 - e) void this insurance in its entirety if any misrepresentation or concealment of material facts is made by **You**. In such cases, any premium due to **You** will be repaid to **You**.
- 3) **You** will be responsible for tradesmen's **Call out** charges if having requested assistance **You** are not at **Home** when the tradesman arrives.
- 4) If the cost of **Your** claim exceeds the cover provided by this policy, **You** will be required to pay any additional costs direct to the tradesman at the time they attend.
- 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 the **Appliance** are no longer available, or the **Appliance** is beyond economical repair, **We** will base **Our** settlement on the replacement cost of the same or similar model at the time of the breakdown. Depreciation for **Betterment** will normally be applied in line with the policy.
- 7) This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **Insured's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.
- 8) 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.
- 9) No refund of premium will be considered if a claim has been made under **Your** policy.
- 10) If **You** move address then **You** must inform the **Administrator** in writing or by phone.
- 11) Where the **Insurer** deems the **Appliance** beyond economical repair or makes financial settlement in lieu of repair all benefits under this policy will cease.

CANCELLATION

We hope **You** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **Your** requirements, please return it to MB&G Insurance Services Ltd within 45 days of issue and **We** will refund **Your** premium. After the 45 day cooling off period **You** may cancel **Your** policy however no refund of premium is available.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the **Insured** at their last known address. Provided the premium has been paid in full and there have been no claims, the **Insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

OUR PROMISE OF SERVICE

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 in the first instance contact the Managing Director of the **Administrator**. The contact details are:

The Managing Director, MB&G Insurance Services Ltd, 21/26 Howard House, Howard Street, North Shields, Tyne & Wear, NE30 1AR.

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

In the event **You** remain dissatisfied and wish to make a complaint, **You** can do so by contacting the following:

The Head of Claims,
UK Underwriting Ltd,
2 Gibraltar House,
Bowcliffe Road,
Leeds,
LS10 1HB

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 £1 million, or are a charity

with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. **You** may contact the Financial Ombudsman Service at:

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
Docklands,
London,
E14 9SR

Tel: 0845 080 1800

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

Fortis Insurance Ltd 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 100% of the first £2,000 and 90% of the remainder of the claim. **You** can get more information about compensation scheme arrangements from the FSCS or visit 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.