

Buy It Direct LTD

EXTENDED WARRANTY

INTRODUCTION

Thank you for choosing Buy It Direct Ltd to supply **Your Warranty**, **We** hope that **Your Equipment** will be trouble free, however should it fail during the **Policy Period** 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 in **bold**.

Administrator- MB&G Insurance Services Ltd, 21/26 Howard House, Howard Street, North Shields, Tyne & Wear NE30 1AR. Tel: 0191 258 8163. For queries relating to the issue of **Your** policy / policy amendments and to report details of any claim.

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

Collection/Return- The attendance of a courier to **Your Home** during normal working hours (8am – 5pm Monday to Friday).

Claim Limit- **Your** policy provides unlimited claims up to the original purchase price of the **Equipment** in aggregate.

Equipment- As detailed on the **Schedule**, cover only extends to the **Equipment** detailed on **Your** policy **Schedule**.

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

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

Mechanical/Electrical Breakdown The actual and sudden mechanical / electrical failure or breakdown which results in the sudden stoppage of the **Equipment** normal function and which necessitates repair to resume those functions. Failure or breakdown that ultimately results from any software or programme failure is excluded from the scope of cover afforded by this policy.

Policy Period- The duration period noted on **Your** policy **Schedule**.

Schedule- Contains details of **You** and the **Equipment** the subject of this insurance.

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

In consideration of the **Insured** being accepted for cover, **We** agree to indemnify the **Insured** up to the **Claim Limit** detailed herein, subject always to the definitions, conditions, exclusions and periods contained herein.

CONTRACT OF INSURANCE

Your cover has been arranged by MB&G Insurance Services Ltd with UK Underwriting Limited on behalf of Fortis Insurance Limited, Registered in England No.354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

MB&G Insurance Services Ltd, UK Underwriting Limited, and Fortis Insurance Limited 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.

WHAT IS COVERED

Your Warranty provides cover against **Mechanical / Electrical Breakdown** of the **Equipment** identified on **Your** policy **Schedule**. Cover includes parts, labour and courier costs (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

- **Collection / Return** charges where a fault cannot be found or where the fault relates to a software or programme error.
- **Call out** charges where a fault cannot be found with the **Equipment**.
- Unauthorised modifications to the **Equipment**.
- Consumable or auxiliary items e.g. discs, leads, printers, print materials, batteries / battery packs or any accessories, peripherals or hardware that were not part of the original **Equipment** offering at time of purchase
- Accidental damage.
- Failure to comply with the manufacturers instructions for the care of the **Equipment**.
- Any **Equipment** installed in a commercial environment or where the level of use is deemed beyond normal domestic use.
- Any **Equipment** that does not meet the current electrical regulations in force at the time.
- Costs not authorised by the **Administrator** or its appointed engineers.
- Faults relating to the installation of the **Equipment**, software installation, and corrupted software installed on the **Equipment** or due to computer viruses.
- Deliberate damage or neglect of the **Equipment**.
- Claims for rectifying maladjustment or incorrect configuration or setting of manual controls or programming.
- 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.
- Repair to or Damage of a cosmetic nature caused by but limited to denting, scratching, chipping, staining, and rust or corrosion.
- Routine maintenance of the **Equipment**, supplies or service in **Your Home**.
- Claims arising from the interruption, failure, disconnection or power surge in the power supply to **Your Home** however caused or due to inadequate ventilation of the **Equipment**.
- Claims arising as a result of normal wear and tear (e.g. belts, fuses, batteries).
- Total loss of use of the **Equipment** 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 **Equipment** and the estimated cost of repairs had the parts been available.
- Consequential loss of any type.
- Loss of data or information from the **Equipment**.
- If the manufacturers / repairers seal is broken then all benefits under the policy will cease.

CLAIMS PROCEDURE

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

0191 2588163 or by fax 0191 2573025. Please provide the **Administrator** with as much information about what has happened as soon as possible.

Please have with **You** at the time of reporting the fault

- **Your** policy number and details of the **Equipment**

UK Underwriting 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 **Administrator** or their appointed engineer.

- 1) The **Administrator** will make reasonable attempts for the **Collection / Return** of the **Equipment**, 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.
 - d) void this insurance in its entirety if any misrepresentation or concealment of material facts is made by **You** or anyone acting on **Your** behalf.
- 3) **You** will be responsible for any **Collection/Return** charges if having requested assistance **You** are not at **Home** when the courier arrives or a fault cannot be found with the **Equipment**.
- 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 **Administrator** prior to the completion of repairs.
- 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, **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 **Equipment** are no longer available, or the **Equipment** 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.
- 7) This policy shall be governed by and construed in accordance with the Law of England and Wales unless the policy holder'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 and **You** will lose all benefits under this policy.
- 9) If **You** move address then you must inform the **Administrator** in writing or by phone.
- 10) Where the **Insurer** deems the **Equipment** to be beyond economical repair or makes financial settlement in lieu of repair all benefits under this policy will cease.
- 11) This insurance is automatically cancelled:
 - if **You** submit a claim knowing it to be false, fraudulent or a misrepresentation,
 - if **We** replace the **Equipment** following a valid claim.

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 the **Administrator** within 45 days and **We** will arrange to cancel **Your** cover. Thereafter **You** may cancel the policy at anytime however no refund on premium will be 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.

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:

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh
Wall, Docklands, London, E14 9SR. Tel: 0845 080 1800

Your statutory rights are not affected if **You** choose to follow the complaints procedure above. For further information about **Your** statutory rights please contact **Your** local Trading Standards or Citizens Advice Bureau.

COMPENSATION SCHEME

Fortis Insurance Limited 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.