

POLICY TERMS AND CONDITIONS

INTRODUCTION

Thank **you** for choosing Buy It Direct to supply **your Freedom** policy, **we** hope that **your product** will be trouble free, however, should the **product** fail during the **period of insurance** please follow the claims procedure detailed below.

Your Freedom policy has been arranged by Pacifica Home Services Limited with Acasta Europe Limited Registered in England No. 07270251. Registered Office: 1 Riverview, The Embankment Business Park, Heaton Mersey, Stockport, Cheshire, SK4 3GN

Acasta Europe Limited are authorised and regulated by the Financial Conduct Authority.

This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768 (calls cost 7p per minute plus **your** phone company's access charge).

This policy is a monthly policy, which means that the **administrator** will collect a premium by Direct Debit from **your** bank account on an agreed date of each month and, subject to the successful collection of that **monthly premium payment**, **we** will provide the cover detailed in this policy wording for the month in which the **monthly premium payment** has been collected. This insurance commences on the start date shown on **your policy confirmation** and continues by periods of one month upon receipt of **your monthly premium payment**. This insurance does not have a specified end date and cover will continue for a maximum period of 5 years or until either **you** or **we** cancel the policy. However, should **you** fail to make a payment in any month of **your monthly premium payment**, cover will cease with effect from the end of the month immediately before the date of the failed collection.

Your policy has been designed to provide the highest level of service to **you** and the best protection for **your product**. If having read the details of the cover provided **you** wish to change **your** mind, simply refer to the section headed "Changing Your Mind" below. To assist **you** in understanding the cover provided under **your** policy and the benefits provided **we** have used certain words and / or phrases to which specific meanings have been attached, where a word or phrase has a specific meaning it will appear in bold and be listed as a definition under the policy.

GOVERNING LAW

Your policy shall be governed by and construed in accordance with the Law of England and Wales.

DEFINITIONS

The following words or phrases detailed below have the following meaning wherever they appear in the policy 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** – Pacifica Home Services Limited., Pacifica House, The Venter Building, Rainton Business Park, Houghton le Spring, DH4 5QY.
- **Callout** - The attendance of an **engineer** to your **home**.
- **Claim Limit** - **Your** policy provides unlimited claims up to the original purchase price of the **product** during the **period of insurance**.
- **Consequential Loss** - Indirect loss or damage resulting from the event which caused the claim under this policy.
- **Engineer** – A tradesman appointed by the **administrator**.
- **Home** - The property situated in the United Kingdom, Channel Islands or Isle of Man, detailed on **your policy confirmation** where the **product** is located.
- **Manufacturer's warranty period** – All new **products** are covered by the manufacturer against mechanical / electrical failure, the duration of the **manufacturer's warranty period** may vary, you should ensure that **you** understand when the **manufacturer's warranty period** will end.
- **Mechanical/electrical Breakdown** - The actual and sudden mechanical/electrical failure or breakdown which results in the sudden stoppage of the **products** normal functions and which necessitates repair to resume those functions or replacement.
- **Monthly premium payment(s)** – The agreed amount payable by **you** by Direct Debit each month in order that cover remains in force under the terms and conditions of this policy wording.
- **Period of insurance** - **Your** policy commences on the start date as shown on **your policy confirmation** and will continue for a maximum of 5 years until either **you** or **we** cancel the policy or until the date you cease to make **your monthly premium payments**
- **Product** - The appliances detailed on the **policy confirmation** installed within the **home** for domestic use.

- **Policy confirmation** - Contains details of **you** and the **product** covered by **your** policy.
- **Territorial Limits:** The United Kingdom of England, Wales, Scotland, Northern Ireland, the Channel Islands, or the Isle of Man
- **We / us / our / insurer** - Acasta Europe Limited.
- **Wear and tear** - The gradual deterioration associated with normal use and age of the **product** and its components.
- **You / your-** The person named on the **policy confirmation**.

COVER PROVIDED

Your policy provides cover against **accidental damage** and **mechanical/electrical breakdown** of the **product** identified on **your policy confirmation** within the **territorial limits** during the **period of insurance**.

The **accidental damage** section of **your** policy commences on the start date of **your** policy and will continue for the **period of insurance**.

Please note the **mechanical/electrical breakdown** cover provided by **your** policy will commence on the expiry of the **manufacturer's warranty period** and continue **for the period of insurance**.

Repair:

Where the **administrator** appoints an **engineer** to repair **your product** we will cover:

- **Parts:** The cost of parts which have failed leading to the **mechanical/ electrical breakdown** of the **product** or which have suffered **accidental damage**.
- **Callout:** Charges for the attendance of an **engineer** to **your home** to undertake a repair of the **product**.
- **Labour:** The labour charges for the time the **engineer** takes to complete the repair.
- Where the **administrator** assesses the **product** is to be repaired away from the **home** we will cover;
- **Parts:** The cost of parts which have failed leading to the **mechanical/ electrical breakdown** of the **product** or which have suffered **accidental damage**
- **Callout:** Charges for the **product** to be collected and returned to **your home**, where **you** are unavailable to take delivery of the returned **product** our liability will be limited to the delivery back to the couriers distribution centre.
- **Labour: The labour charges relating to the inspection of the product and any associated repair costs.**

Replacement:

Where the **administrator** selects to replace **your product** and not complete a repair we will cover:

- **Replacement:** A replacement **product** of similar specification and functionality, up to and including the cost of the appliance which has suffered a **Mechanical/electrical breakdown**.
- **Carriage: Courier** charges for the **product** to be collected and returned to **your home**, where **you** are unavailable to **take** delivery of the returned **product** our liability will be limited to the delivery back to the couriers distribution centre.
- **Policy Transfer:** The transfer of **your** policy to the replacement **product**.

Extra Benefits:

In addition to the repair and replacement benefits above, selected **products** will receive extra benefits under **your** policy, these are;

Cookers, range cookers and built in ovens

If **your** appliance fails and cannot be repaired within 14 days from the date the **engineer** first visits, **you** are entitled to claim up to a total cumulative cost of £50 including VAT toward the cost of eating out at a restaurant or take away meals ("**restaurant costs**") until the point the appliance is repaired.

Washing machines and washer dryers

If **your** appliance fails and cannot be repaired within 14 days from the date the **engineer** first visits, **you** are entitled to claim up to a total cumulative cost of £50 including VAT toward launderette costs ("**launderette costs**") until the point the appliance is repaired.

Appliances that include a freezer section

If **your** appliance fails and causes frozen food to spoil **you** are entitled to claim up to a total cost of £100 including VAT toward the replacing the food ("**frozen food costs**") that has spoiled, subject to;

- a) The fault is not rectified within 14 days from the date the **engineer** first visits
- b) **You** have no other means to keep the food frozen until the appliance has been repaired
- c) Following the claims procedure as laid out in the full terms of **your** policy

We do not cover:

1. A **mechanical/electrical breakdown** that occurs during the **manufacturer's warranty** period;
2. A **mechanical/electrical breakdown** where an **engineer** states the fault to be present prior to the commencement of cover provided under the policy or faults which were known to **you** prior to the commencement of cover under **your** policy;
3. Loss and / or damage to viewing cards, or digital information and / or television programmes saved on the hard drive of the **product**.
4. Cosmetic damage such as damage to exterior finish, food spoilage, dents, scratches, chipping, staining, rusting or corrosion of / or to the **product**;
5. Consumable or auxiliary items e.g. batteries, smart leads or any accessories or peripherals that were not part of the original **product** or installation;
6. Damage to oven linings, glass doors, control knobs or fridge / freezer interior linings or door seals;
7. Where **you** request additional work to be completed or the replacement any parts that have not failed;
8. **Callout** charges where **you** are not at **home** when the **engineer** attends;
9. Carriage costs where **you** are not **home** following the first attempt of the collection of the **product** by the courier
10. Claims arising as a result of normal **wear and tear** (e.g. belts, fuses, seals);
11. Rectifying maladjustment or incorrect configuration or setting of the **product** e.g.
 - a) Manufacturer software update
 - b) **Product** set up when connecting an external device e.g. gaming console, external drives or similar devices
 - c) Incorrect installation of the **product**

Cover is provided subject to the terms, conditions and exclusions of **your** policy.

GENERAL EXCLUSIONS

The following exclusions apply to all sections of **your** policy.

- 1) Where **you** have failed to make a **monthly premium payment** in connection with **your** policy;
- 2) Damage which is stated by the **engineer** to be as a result of:
 - a) Deliberate damage or neglect of the **product**;
 - b) Damage caused by foreign objects or substances;
 - c) Failure to comply with the manufacturer's instructions for the care of the **product** or to comply with any routine service requirements;
- 3) A **product** installed in a commercial environment or where the level of use is deemed beyond normal domestic use.
- 4) Where the **product** is incorrectly installed or is installed in a garage, outbuilding or location identified as unsuitable for the **product** by the manufacturer of the **product**;
- 5) Loss or theft of the **product** and or peripherals;
- 6) Faults relating to the installation of the **product**.
- 7) **Mechanical/electrical breakdown** which relates to a manufacturer recall;
- 8) Claims arising from the interruption, failure, disconnection or power surge in the power supply and / or subscription channels to **your home** however caused;
- 9) **Consequential loss** of any type e.g.
 - a) Property damage caused by the **product**.
 - b) Loss of viewing via a contracted service provider due to failure of the **product**.
- 10) Claims for any amount which exceeds the **claims limit** cost of the **product** which has been the subject of a **Mechanical/Electrical Breakdown**
- 11) Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority, terrorism.
- 12) Any direct or indirect consequence of:
 - a) Irradiation, or contamination by nuclear material; or
 - b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - c) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

GENERAL CONDITIONS

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

2. The **administrator** will make reasonable attempts for an **engineer** to attend **your home** subject to the provision of service not being 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.
3. **We** shall be entitled to:
 - a) decline cover if, in **our** opinion, **your home** or main 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.
4. **We** will arrange to supply and fit replacement parts or components where required and covered under **your** policy. **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.
5. Where the **product** is to be replaced **we** will replace it with a **product** of similar specification and functionality at the time of the breakdown, **we** reserve the right to provide a reconditioned **product** as full and final settlement under the policy.
6. If **you** or anyone else claiming under the policy makes a claim that is false or dishonest in any way, **your** policy will not be valid and **you** will lose all benefit of cover outlined under the policy.
7. If **you** move address then **you** must inform the **administrator** in writing or by phone.
8. **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.

CLAIMS PROCEDURE

Claims will only be considered if **your monthly premium payment** has been paid from the commencement of this insurance, up to and including the month in which the claim occurred and there are no outstanding payment defaults.

It is vital that under **your** policy in the event of a claim that **you** must contact the **administrator** by telephone on 03330436692. Please provide the **administrator** with as much information about what has happened as soon as possible. **You** should include;

1. **Your** policy number and details of the **product**.
2. Date of incident.
3. What appears to be at fault with the **product**.

The **administrator** will assess the nature of the incident and check if it is covered under **your** policy and if necessary arrange for the **product** to be repaired or replaced.

Acasta Europe Limited are an insurers agent and in the matters of a claim act on behalf of the **insurer**.

Claims procedure for Extra Benefits:

1) Restaurant costs and launderette costs

If it has been 14 days or more from the date the **engineer** first visits and the repair is not complete, **you** are entitled to claim toward incurred **restaurant costs** and **launderette costs** up to a total cumulative amount of £50 including VAT for each benefit.

We will repay **you** by means of bank transfer or cheque providing;

- a) **You** have called **us** in advance for confirmation that **you** are entitled to receive this benefit
- b) **You** have sent **us** receipts / proof of purchase for the amounts **you** have spent

2) Frozen food costs

If **your** appliance fails and causes frozen food to spoil **you** are entitled to claim up to a total cost of £100 including VAT toward the replacing the food ("**frozen food costs**") that has spoiled, subject to;

- a) The fault is not rectified within 14 days from the date the **engineer** first visits
- b) **You** have no other means to keep the food frozen until the appliance has been repaired
- c) Following the claims procedure as laid out in the full terms of **your** policy

We will repay **you** by means of bank transfer or cheque providing;

- a) **You** have called **us** in advance for confirmation that **you** are entitled to receive this benefit
- b) **You** have provided **us** with photographs of the food that has been spoiled
- c) **You** provide **us** with receipts / proof of purchase for the amounts **you** have spent on replacing the spoiled food

CHANGING YOUR MIND

We hope **you** are happy with the cover this policy provides, however, if after reading this policy it does not meet with **your** requirements or **you** have simply changed **your** mind please return the policy and **policy confirmation** to the **administrator** requesting cancelation, or telephone the **administrator** on 03330 436692 within 45 days of purchasing the cover and **we** will arrange to cancel **your** policy, cancellation is subject to no claims being recorded against the policy.

CHANGES TO YOUR POLICY

We have the right to change the terms of **your** policy and / or **monthly premium payment(s)**, by giving **you** not less than 60 days prior notice of the change taking effect.

CANCELLATION

Following the 45 day period in which **you** are able to change **your** mind and cancel the policy on the condition that no claims have been made or are pending **we** will refund any premium paid in full. Thereafter **you** may cancel the insurance cover at any time by informing the **administrator**. Cover will cease at the end of the month immediately prior to the cancellation being received by **us**, and for which a **monthly premium payment** was received by the **administrator**.

We are entitled to cancel **your** policy at any time by giving **you** not less than 60 days prior notice, except where **you** default on **your monthly premium payment**, in which case cover will cease with effect from the end of the month immediately before the date of the failed collection.

To cancel **your** policy please write to the **administrator** at: Cancellations, Pacifica Home Services Limited, Pacifica House, The Venter Building, Rainton Business Park, Houghton le Spring, DH4 5QY.

COMPLAINTS PROCEDURE

It is **our** 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.

In all correspondence please state **your** policy number and that **your** insurance is provided by Acasta Europe Limited and quote policy number.

The contact details are:

Customer Care Manager Pacifica Home Services Limited.,

Pacifica House, The Venter Building, Rainton Business Park, Houghton le Spring, DH4 5QY. Tel 03330 436696.

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 and have an annual turnover of less than 2 million 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

Acasta Europe 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 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.

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.