

## **KITCHEN APPLIANCE ACCIDENT REPAIR PROTECTION AGREEMENT**

### **APPLIANCE EXTENDED WARRANTY TERMS AND CONDITIONS**

For products that are out-of-guarantee at the time you take out a membership protection will start 30 days after your application is processed.

### **GUARANTEE TERMS AND CONDITIONS**

It is important that you read these terms and conditions.

These and your certificate, and any changes we notify you about (at renewal or otherwise), form your agreement with us. We intend to rely on the terms and conditions set out in this document.

### **DEFINITIONS**

Guarantee: this contract of services.

Product(s): the appliance(s) protected by this guarantee, as shown on your certificate.

We/Us/Our: Home Angels (Domestic Repair Services) Ltd, the provider of the guarantee. you/your: the person named on your certificate.

Your certificate: the personalised section of your guarantee documentation, sent to you once you have taken out a guarantee or at renewal.

### **ELIGIBILITY**

You must be at least 18 years old and resident in the United Kingdom to be eligible. Your product must be in good working order when this guarantee starts.

### **CONTRACT OF SERVICES**

This guarantee is not categorised as an insurance product and therefore insurance regulation does not apply. This guarantee is a contract of services and is governed by UK laws and regulations concerning service contracts.

### **IMPORTANT CONDITIONS AND YOUR OBLIGATIONS**

#### **CONDITIONS**

The following conditions apply to this guarantee:

- You must provide us with any information that we request when you apply for the guarantee. Any information you give must be true and not exaggerated or misleading.
- Your product must have been installed, maintained and used in accordance with the manufacturer's instructions.
- Your product must be owned by you and kept only for domestic use.
- Your product must be used in a private home, solely occupied by a single household (at the address you gave to us).
- Your product must be easily accessible and meet all relevant safety standards and be safe to work on.

### **WHAT THIS GUARANTEE INCLUDES**

#### **BREAKDOWN**

If your product suffers a mechanical or electrical breakdown after the end of the manufacturer's parts and labour guarantee period. Our customer services team will try to resolve the problem over the telephone. If we are not able to resolve the problem, we will, at our discretion, arrange an engineer visit to confirm the fault.

Where a repair is approved, we will then authorise an engineer to carry out your repair, or we may also (at our option), decide to replace or pay the cost of replacing your product, in each case subject to these terms and conditions.

## **HOW TO REQUEST A REPAIR**

To request a repair please contact the repair company as soon as possible by telephone. The telephone number will be shown on your guarantee document.

## **LIMITS OF THE GUARANTEE**

There is no limit to the number of repairs you can request, unless your guarantee ends, for example, following a replacement of your product. If the appliance is found to be beyond economical repair we reserve the right to replace it.( see 'What happens if your product is replaced?' below ).

## **IMPORTANT INFORMATION**

Product Warranties are administered by Home Angels (Domestic Repair Services) Ltd.

## **IMPORTANT INFORMATION ABOUT REPAIRS**

Only engineers approved by us are authorised to carry out repairs under this guarantee, unless we agree otherwise in advance. Repairs will be carried out within the repairer's normal working hours (which are at least 10am to 6pm, Monday to Friday) on a date agreed with you. Please have your guarantee documentation to hand when the repairer arrives. If your product breaks down, you must take reasonable steps to limit damage, e.g. stop using it if this is likely to cause further damage.

If we approve a repair but are unable to find an approved engineer, the repairs administrator may permit you to use your chosen repairer. You will have to pay them and claim the cost back from us. Please keep a copy of your invoice to send to us.

If we permit you to use your chosen repairer and the proposed repair is estimated to cost more than the repair authority limit, then you must ring the repairs administrator for an authority number before work starts. The repair authority limit will be shown on your guarantee document.

## **REPLACEMENTS**

If a repair is approved, we may (at our option), decide to replace or pay the cost of replacing your product of the same or similar make and technical specification. We will replace your appliance with one of a same or nearest equivalent model as long as the appliance is under 5 years of age, any appliance over 5 years of age will be subject to a deduction of 70% of the replacement value.

## **PRODUCT DISPOSAL AND DELIVERY, INSTALLATION AND OTHER COSTS**

1. If we decide to replace your product, you may have to pay the supplier's delivery charge. This will vary depending on the make and model of the replacement product, but will be the cost the supplier charges us without any mark up. When we discuss the replacement with you we will tell you the exact cost.
2. If the product is taken or sent away from your home for repair and is then replaced, the original product will become our property and we will dispose of it. If your product remains in your home but is replaced, you will be responsible for disposing of it at your own cost.
3. In all cases you will be responsible for installing the new appliance and paying any related costs.

## **WHAT HAPPENS IF YOUR PRODUCT IS REPLACED?**

If the manufacturer replaces your product under a manufacturer's guarantee, the guarantee will continue on the replacement appliance as if it were the original product.

If we decide to replace your product your guarantee will end immediately and any unpaid fee for the current guarantee period will become due. No fee paid will be refunded.

### **WHAT HAPPENS IF WE DECIDE NOT TO REPAIR OR REPLACE?**

If we decide not to approve a repair request which would otherwise fall within the terms of your guarantee, we will inform you. All fee payments you have made in the current period of your guarantee will be refunded and your guarantee will end immediately. No further amounts will be payable. We'll confirm this in writing to the last address you gave us.

### **GENERAL EXCLUSIONS**

Unless they are listed under the 'Special conditions' section or the 'What this guarantee includes' section, the following are excluded from the guarantee, and we will not pay for repairs which relate to:

- Damage during delivery, installation or transportation of the product by a third party who is not our agent.
- Any breakdown cost already covered by any manufacturer's, supplier's or repairer's guarantee or warranty on a product.
- Replacement or recall of the product (or any part) by a supplier or the manufacturer.
- Modifying or making a product comply with legislation, work on the product that is only required due to legislation changes or making it safely accessible.
- Your failure to follow the manufacturer's instructions.
- Costs or loss arising from not being able to use your product (e.g. hiring a replacement TV), or incidental costs caused by breakdown or repair (e.g. costs to remove or reinstate built-in or fitted equipment).
- Damage to any other property or possessions, unless it is our fault.
- Cosmetic damage such as damage to paintwork, dents or scratches.
- Any loss, damage or impairment to functionality caused by: theft, attempted theft, neglect, deliberate damage or damage caused by animals or trees.
- Any loss, damage or impairment to functionality caused by: earthquake, flood, lightning, fire, wind, humidity, weather conditions, salt spray, storm or other natural events or catastrophes, abnormally high or low temperatures, corrosion, chemical exposure, radiation, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion, man-made events or catastrophes or technological hazards (such as computer viruses or date-change faults).
- Any product not registered under the guarantee.
- Repairs, maintenance work, or use of spare parts, where not approved by us.
- Files lost on "Smart TV's" due to a repair or replacement and your failure to back them up.
- Commercial or business use including use by charities, non-profit organisations, local government or other such similar organisations (unless we agree to the use in writing beforehand).
- Fraud or attempted fraud, or where the condition of the product is not consistent with the request you made.
- The cost of replacing any accessories including: external fuses, batteries, changeable by the user, 3D glasses.
- For products with screens: repairs due to pixel failure where the number or location of pixels does not exceed the manufacturer's acceptable limit, marks on the screen, or burned screens.
- For televisions: the change from analogue to digital broadcasting including terminating analogue transmissions, software interface problems, satellite or cable systems or gaining access to cables within the fabric of a building or wall.
- Damage caused by, or arising from, accident.

### **PAYING YOUR FEES**

- By accepting this contract with Home Angels (Domestic Repair Services) Ltd, you declare that you have agreed to make payments by Direct Debit. You are still protected by the Direct Debit Guarantee.
- If you pay the monthly fees (inclusive of all applicable taxes) by Direct Debit, you must make regular payments in accordance with the 'Payments schedule' set out in your guarantee documentation. If we are unable to collect a payment from your bank we may attempt to request payment again unless you advise us otherwise. When you have paid the monthly fees by Direct Debit for the number of consecutive months shown in the 'Payments schedule', if the initial guarantee period has not yet expired, no further payment will be taken for the remainder of the initial guarantee period, unless and until your guarantee renews for a further period (see 'Duration and renewal of your guarantee' below).
- If instead you choose to pay all the fees for the period in advance in one payment, you must pay this amount (inclusive of all applicable taxes) before the guarantee will start.
- We may use a collection agency to recover any amount owing to us.
- If you do not pay for your guarantee on time, it will be suspended from the due date. Any requests for repairs past this date will not be considered for approval unless payment is received.

### **DURATION AND RENEWAL OF YOUR GUARANTEE**

1. The initial guarantee period begins on the 'start date' and continues until the 'renewal date', as specified in your certificate (unless ended in accordance with these terms and conditions).
2. Before your guarantee ends, we will write to you about renewing. Your renewal notice will show the new amount to pay. The fee payable may increase at renewal.
3. If you pay by Direct Debit, each year your protection will automatically continue for another year with a new guarantee at renewal, unless you tell us otherwise. Unless you have advised otherwise, the renewal fee will again be collected from your specified bank account, to ensure you are always protected.
4. If you pay by any other means, you will need to make payment for your guarantee to continue.
5. A cooling off period (lasting 14 days from renewal of the guarantee or the day on which you receive your renewal documentation, whichever is the later) applies at the renewal of your guarantee.
6. We reserve the right not to offer you a renewal on your guarantee.

### **CANCELLATION AND ENDING OF THE GUARANTEE**

#### **COOLING OFF PERIOD – CHANGING YOUR MIND**

1. The 'cooling off period' is the fourteen (14) day period from receipt of your documentation or from the guarantee start date, whichever is later.
2. If you change your mind during the cooling off period, you can cancel your guarantee and we'll refund any fee paid.
3. We will also give you these rights during your manufacturer's parts and labour guarantee period.
4. If your guarantee automatically ends or is cancelled by us, these rights do not apply (see 'Our right to cancel your guarantee or bring it to an end' below).

#### **AFTER THE COOLING OFF PERIOD**

If you cancel your guarantee after the cooling off period and after the manufacturer's parts and labour guarantee period, then the following will apply:

- If you have not received a repair, we'll refund the fee paid by you for the remaining full months of your guarantee. If you pay for your guarantee by Direct Debit, you will only receive a refund if you have already paid for any future months of your guarantee.
- If you have received a repair, no refund will be given and you will have to pay the cost of the repair. This will be capped at the guarantee fee (less any fees you have already paid in the current period).

## HOW TO CANCEL

If you want to cancel this agreement after 14 days or more email customerservices@home-angels.co.uk or write to us at Albany House, 14 Shute End, Wokingham, Berkshire, RG40 1BJ. If you are paying by Direct Debit and tell your bank to cancel your Direct Debit Instruction, but do not contact us first, we will not immediately cancel your guarantee. If you do wish to cancel, please contact us directly to avoid any communications regarding outstanding payments.

## OUR RIGHT TO CANCEL YOUR GUARANTEE OR BRING IT TO AN END

1. If at any time we replace your product (or give you a voucher settlement) by us, your guarantee will automatically end and no refund will be due (see 'What happens if your product is replaced?' above).
2. If you fail to comply with certain conditions and obligations (see 'Important conditions and your obligations' above) we may bring your guarantee to an end and we won't provide any further services to you under the guarantee. We'll refund all fee payments you have made during the current period of your guarantee. You must pay us for any call-out and repair costs we have incurred in the current period.
3. We reserve the right to cancel your guarantee by giving you fourteen (14) days' notice. If we cancel your guarantee using this provision, you will receive a pro rata refund of the fee paid for the remaining unexpired days of your guarantee.
4. In each case, we'll confirm any such ending or cancellation of the guarantee in writing to the last address you gave us.

## HOW TO COMPLAIN

If you wish to complain or are unhappy with the service provided, please contact our customer services team on 0844 057 0232.

### DIRECT DEBIT GUARANTEE

- This guarantee should be detached and retained by the Payer. The Direct Debit Guarantee
- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Home Angels will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Home Angels or your Bank or Building Society, you are guaranteed a full and immediate refund.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

**Please note all cancellations must be confirmed in writing and sent with the original documents back to:**

**Albany House  
14 Shute End  
Wokingham  
Berkshire  
RG40 1BJ**

**\*NO REFUNDS WILL BE ISSUED VIA TELEPHONE  
ON ANY OF OUR 0844 NUMBERS\***

Please read all terms and conditions before cancelling, also note no refund will be due after 14 days from the date of when the agreement commenced as per the terms and conditions. If the agreement is being paid by Direct Debit, it may automatically renew at the end of the agreement term and rolled over to the next year, and therefore further payments may be taken in line with the next year's agreement. If you wish to cease the renewal at the end of your 12-month contract, you must write into us with the address stated on this notification 14 days prior to the agreement renewal. If you cancel your Direct Debit at the bank, you could be held liable for any additional costs it occurs, as you have given Home Angels (Domestic Repair Services) Ltd consent to set up your Direct Debit instruction.

If you have any questions, please feel free to contact us on 0844 057 0232 between 10.00 am and 4.00pm Mondays to speak to one of our friendly customer service team.