



We hope that **Your Appliance** will be trouble free. However, if it should experience a **Mechanical or Electrical Breakdown** during the Policy Duration, please follow the claims procedure detailed in **Your** policy.

#### DEFINITIONS

The words or expressions detailed below have the following meaning wherever **We** appear in this policy and will appear with a capital letter and in **Bold**.

**Administrator/ We/ Us** –Warranty Solutions, for queries relating to the issue of **Your** policy / policy amendments and to report details of any claim during the policy duration. Warranty Solutions is a trading style of WS (UK) LTD whose registered office is at Minerva House, George Street, Pocklington, York, YO42 2HS (registered number 624575) is regulated by the Financial Conduct Authority under number 624575.

**Appliance** - As detailed on the **Schedule**, cover only extends to the item detailed on **Your Schedule** if the **Appliance** is under 8 years old.

#### **Insured / You / Your**

The person or persons named on the policy **Schedule**.

**Insurer:** This Insurance Policy is underwritten by Am Trust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG (registered number **01229676**), is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, firm reference number 202189. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768

**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. The cover commences on the date on **Your schedule** and expires at the date stated on the policy **Schedule**.

#### **Residential Let property**

The domestic property which **You** let which is situated in the United Kingdom, Channel Islands or Isle of Man.

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

#### CONTRACT OF INSURANCE

**Your** insurance has been arranged by Warranty Solutions, Minerva House, 26 George Street, Pocklington, York, YO42 2DQ with AmTrust Europe Limited registered in England and Wales under number 01229676. Registered office: Market Square House, St James's Street, Nottingham, NG1 6FG. Authorised and regulated by the Financial Conduct Authority under 202189. This can be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 1116768 .

## WHAT IS COVERED

The **Appliance / appliances** or any part thereof is proven to be defective by reason of faulty workmanship, faulty materials, **We** will at our discretion repair or replace the same free of any charge for labour, materials or carriage on condition that:

- The **Appliance** has been correctly installed
- The **Appliance** has been used for normal purposes only and in accordance with the manufacturer's operating instructions
- The **Appliance** has not been repaired, taken apart or tampered with by any person not authorised by **us**.
- All repair work under this policy must be undertaken by Warranty Solutions or its authorised agents
- Proof of purchase and the policy insurance documentation is available
- If **We** decide **Your Appliance** cannot be repaired **We** will replace it with the same model. If the same model is no longer available, **We'll** discuss an alternative model with **You**.
- **We** reserve the right to charge for the expense of a service call if no fault has been found with the **Appliance** after **We** have inspected it.

## WHAT IS NOT COVERED

- Damage resulting from transportation, not being used in accordance with the manufacturer's operating instructions or neglect.
- Cost of repairs which are made outside of the United Kingdom.
- Consumer replaceable items including, but not limited to, batteries and other consumables.
- Cosmetic damage and/or non-functional parts which do not affect the normal use of the product including for example cabinet trim, scratches and rust.
- Any loss suffered as a result of not being able to use the **Appliance** or any loss other than the repair or the replacement cost of the product.
- Faults that are subject to a manufacturer's recall program  
Any item over 8 years old.
- Faults arising from any virus infection or software failures
- Repairs carried out without gaining authorisation may result in the cost of claim not being reimbursed.
- Any claim when the **Appliance** has not been maintained as per the guidance within the manufacturer's Operation Instruction Manual.
- Any fraudulent claim as outlined in the Claims Procedure.

## CLAIMS PROCEDURE

It is vital to obtain pre-authorisation under **Your** policy in the event of a claim and that **You** contact the **Administrator** tel: 01759 487824 Please provide the **Administrator** with as much information possible about what has happened, so **We** can give advice and arrange for an engineer to contact **You**.

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

If **You** make a fraudulent claim under this insurance contract, the Insurer:

- a) Is not liable to pay the claim; and
- b) May recover from the Insured any sums paid by the Insurer to **You** in respect of the claim; and
- c) May advise **You** that the contract has been terminated with effect from the time of the fraudulent act.

If the Insurer exercises its right under clause (8)(c) above: The Insurer shall not be liable in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is an occurrence which gives rise to the Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and the Insurer need not return any of the premiums **You** have paid.

## GENERAL CONDITIONS

Claims are only valid where authority has been issued by Warranty Solutions or their appointed engineer.

- 1) The **Administrator** will obtain a suitable engineer, 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** the residential let property or otherwise making provision of cover impractical.
- 2) **You** will be responsible for engineer's Call out charges if having requested assistance **You or Your tenant** are not at the residential let property when the engineer arrives.
- 3) **We** will arrange to supply and fit replacement parts or components where required and covered under **Your** policy. If **You** request any additional work or replacement parts or components fitting of a superior specification, **You** will be responsible for the additional cost.
- 4) **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) This policy will be subject to the law of England and Wales and the jurisdiction of English courts unless **We** agree with **You** otherwise 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.
- 6) 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.
- 7) If **You** move address then **You** must inform the **Administrator** in writing or by phone.
- 8) Where the **Insurer** deems the **Appliance** beyond economical repair and replaces the item or makes financial settlement in lieu of repair, all benefits under this policy will cease.

## CANCELLATION

### Your cancellation rights

#### Cooling Off Period

**You** may cancel this policy until 14 days after **You** receive **Your** plan document to receive a full refund. **You** should exercise this right by contacting the **Administrator**.

If the "cooling off period" has expired, **You** may cancel the policy by giving the **Administrator** fourteen (14) days notice in writing. The Administrator will calculate, and advise **You** of, the amount of any premium refund due under this Insurance calculated as per the following:-

- (a) from the premium (including Insurance Premium Tax) **You** paid for this Insurance, **We** will deduct a cancellation fee of £15 to cover the administrative costs of cancelling this Insurance and dealing with refunds of premium, commission and Insurance Premium Tax, and
- (b) any actual cost **We** have incurred in respect of any claims **You** have made under this Insurance;
- (c) From the result, **We** will calculate a proportionate refund of premium based on the number of complete months that **Your** Insurance has left to run at the date **You** request cancellation.

To cancel **Your** policy, **You** can call us on 01759 487824

### Our Cancellation Rights

AmTrust Europe may cancel this policy by giving **You** 30 days' notice in writing sent to **Your** last known address.

## OUR PROMISE OF SERVICE

### Complaints procedure

It is always the intention to provide **You** with a first class service.

### Claims, Administration and sales process issues

If **You** are not happy with the management of a claim, any administration or sales process please contact the **administrator** using the following contact details:

Complaints Manager  
Warranty Solutions  
Minerva House  
26 George Street  
Pocklington  
York  
YO42 2DQ

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

**We** will contact **You** within five days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve the problem and give **You** an answer within four weeks. If it will take them longer than four weeks **We** will tell **You** when **You** can expect an answer.

Alternatively, at any stage, **You** may have the right to contact the Financial Ombudsman Service who can review complaints from 'eligible complaints' which includes private individuals and sole traders and small partnerships with a yearly turnover of less than £1 million. Further information can be found at:

<http://www.financial-ombudsman.org.uk/default.htm> Financial Ombudsman Service Exchange Tower  
Harbour Exchange Square London E14 9SR Telephone: 0800 023 4567 or 0300 123 9 123 Email:  
[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### Data Protection & Privacy Statements

#### Data Transfer Consent

By purchasing this insurance policy with AmTrust Europe Ltd, **You** have consented to the use of **Your** Data as described below.

### Data Protection Policy

Under this section only '**We**' refers to the **Administrator** and the **Insurer**.

**We** are committed to protecting **Your** privacy including sensitive personal information; please read this section carefully as acceptance of this Insurance Policy will be regarded as **Your** acknowledgement that **You** have read and accepted these Terms and Conditions.

#### Sensitive Information

Some of the personal information **We** ask **You** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in **Your** policy documents.

#### How **We** use and protect **Your** information and who **We** share it with

**We** will use **Your** information to manage **Your** Policy, including underwriting and claims handling. This may include disclosing it to other Insurers, Administrators, third party underwriters and reinsurers.

**Your** information comprises all the details **We** hold about **You** and **Your** transactions and includes information obtained from third parties. **We** may use and share **Your** information with other members of any of the AmTrust Group companies. (The Group). The Group contains companies based throughout the world, both inside and outside Europe (for example, in the U.S.A). By accepting this policy **You** have consented to **Your** data being stored and processed in the U.S.A. **We** will provide an adequate level of

protection to **Your** data. **We** will not disclose **Your** information to anyone outside any of Our Groups or Companies except:

Where **You** have given **Your** permission

Where **We** are required or permitted to do so by law

To credit reference and fraud prevention agencies

Other companies that provide a service to **Us** or to **You** where **We** transfer rights and obligations under this Policy **We** may transfer **Your** information to other countries and jurisdictions on the basis that anyone to whom **We** pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to Prevent and detect crime and comply with legal obligations.

#### **Your Rights**

Under the Data Protection Act 1998 **You** have certain rights regarding access to **Your** information. **You** have the right to see a copy of the personal information held about **You**. If **You** believe that any of the information held is incorrect or incomplete, please let The Broker know as soon as possible. To provide a copy of the information **You** may be asked to pay a small fee. Data Protection Policy