

MAINTENANCE & SUPPORT PLAN FOR YOUR HOME APPLIANCE

TERMS AND CONDITIONS

This Maintenance & Support Plan provides you with maintenance and support services to help keep your home appliance properly maintained, supported and in good working order. These terms and conditions set out your and our responsibilities in respect of these services.

Definitions

accidental damage policy: the policy provided by Domestic & General Insurance PLC that covers the product(s) against accidental damage and which may be taken out free of charge when you purchase this plan.

Maintenance & Support Services: the maintenance and support services set out in "What Maintenance & Support Services does the plan provide?" below.

plan: this contract for maintenance & support services.

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

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

we/us/our: Domestic & General Services Limited, the provider of the plan, a company registered in England and Wales under company no. 1970780 with its registered office at Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS.

you/your: the person named on your plan certificate.

What does this plan provide?

Under this plan we will carry out an initial inspection of your product to determine whether it is repairable. Where it is repairable, we will carry out an initial repair to get your product up and running again.

The plan will then provide ongoing maintenance and support for your product, as long as it is operated in a domestic environment. It is designed to help ensure your product continues to work correctly and to minimise the chances of mechanical and electrical breakdown.

What products are eligible for this plan?

Your product must be owned by you and no longer protected by its manufacturer's parts and labour guarantee, be located in the United Kingdom, Isle of Man or the Channel Islands and be used for personal and non-business purposes only.

Is this plan right for you?

When you first take out the plan, our approved repairer will carry out an initial inspection of the product to determine if it is possible to carry out the initial repair.

The Initial repair

The initial inspection

When you first take out the plan, our approved repairer will carry out an initial inspection of the product to determine if it is possible to carry out the initial repair.

Conditions for the initial repair

It will not be possible to carry out the initial repair if the approved repairer reports that any of the following conditions apply:

- the product does not meet the conditions that apply to the plan (see above 'What products are eligible for this plan', 'Is this plan right for you' above and 'Your responsibilities' below);
- they can't repair your product; or
- the repair of the product would cost more than £250.

In these cases, your plan will be cancelled and we will give you a full refund of any fee you have paid. No other compensation will be paid. If, however the product passes the initial inspection, then the initial repair will be carried out and you will be able to benefit from the

maintenance and support services subject to these terms and conditions.

The initial repair

As part of the initial repair we will pay any call-out fees, the cost of labour and the cost of parts required to get your product working again (as long as these are not covered by another guarantee or warranty on the product). While the aim is to complete the initial repair of your product on the repairer's first visit, there are occasions when it could take a little longer. In no circumstances will the product be replaced as part of the initial repair.

Note, only engineers approved by us are authorised to carry out initial inspection or initial repairs. These will be carried out within the engineer's normal working hours (which are at least 9am to 5pm, Monday to Friday except public holidays) on a date agreed with you.

What Maintenance & Support Services does the plan provide?

Customer helpline

After the successful completion of the initial repair, to ensure your product continues to work correctly and to optimise its performance, you can access our Maintenance & Support Services online at www.domesticandgeneral.com/appliancecare Alternatively you can call us on 0333 000 4980 to speak to the next available agent.

Set-up support

We will provide you with online advice and assistance in accordance with the manufacturer's recommendations (where available to us) to help you ensure your product is correctly set up and functioning properly. You can also access this by calling us. Support provided will be based on the manufacturer's recommendations where available to us.

Maintenance check

As part of your plan we will provide you with access to a maintenance check that can be carried out by you over the phone or online. The maintenance content comprises of a set of checks which are designed to help reduce future problems comply with any available manufacturer's guidelines.

Ongoing support

In order to help you ensure your product continues to function correctly, during the plan term you may receive periodic advice and tips from us. You can also access our online support portal www.domesticandgeneral.com/appliancecare which has tips and advice for your product type.

In addition, you can call us on the Customer Helpline during the plan term if there is a problem with the operation or functioning of your product (including a problem with the set-up of your product, technical issues or electrical and mechanical faults).

If your product fails our annual maintenance check or any checks that are carried out as part of our ongoing support, you can call us and we will try to resolve the problem remotely. If we are unable to resolve the problem remotely and your product fails to function correctly we will approve an onsite visit from an approved engineer to get your product working correctly again (see "Onsite visits"). If you cannot complete the annual maintenance check or checks carried out as part of our ongoing support, we will not approve an onsite visit unless we agree otherwise under the 'access and support' section (below). We will not pay for you to use an engineer to carry out the maintenance unless they have been appointed by us.

Onsite visits

Where an onsite visit is approved, we will either organise the engineer visit or provide you with the details to allow you to organise the engineer visit at your convenience. Onsite visits will take place during normal working hours which are at least 9am to 5pm Monday to Friday (except on public holidays) on a date agreed with you. They may include repairs and further maintenance checks carried out on

your product. We will pay for costs for call-out, labour and parts, as long as these are not covered by a manufacturer's guarantee. You must use our approved engineers. Please have your plan documentation to hand when the engineer arrives. Note, if your product contains data this may be wiped during the repair process.

If we approve an onsite visit but are unable to find an engineer, we'll permit you to use your chosen engineer. 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 engineer and the proposed repair is estimated to cost more than the repair authority limit: £250, then you must ring the repair authority line on 0333 000 0022 for an authority number before work starts.

Replacements

Where an onsite visit is approved after the initial repair, and our approved engineer is not able to repair your product, or we decide that it is uneconomical for us to repair your product, we will, arrange a replacement of your product with a new product of the same or similar make and technical specification.

If your product needs to be replaced but we cannot reasonably arrange a replacement product, we will give you vouchers instead. The vouchers will be for the full retail price (from a retailer chosen by us) of a replacement product of the same or similar make and technical specification. All vouchers will be valid for 12 months from the date of issue and will be sent electronically or posted to the last address you gave us. If vouchers are not available we will provide a cash equivalent.

Delivery, installation and other costs, and product disposal

If we arrange to replace your product, we will pay the supplier's delivery charge.

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 is not repaired away from your home but is replaced, you will be responsible for disposing of it at your own cost.

In all cases you will be responsible for installing the replacement product and paying any related costs.

What happens if your product is replaced?

If your product is replaced (or you receive a settlement for a replacement) under either the maintenance & support plan or under the accidental damage policy, your plan will end immediately and we'll refund the fee paid by you under this plan for the remaining full months of your plan. If you pay for your plan by Direct Debit, you will only receive a refund if you have already paid for any future months of your plan.

Duration and continuation of your protection

The initial plan period begins on the 'start date' and continues until the 'renewal date', as specified in your plan certificate (unless ended in accordance with these terms and conditions). Before your plan ends, we will contact you by post, telephone, email or SMS about continuing your protection. Your notice will show the new amount to pay and your renewal date. The fee payable may increase at this point. If you pay by Direct Debit, your maintenance and support will automatically continue for another year with a new plan at each renewal, unless you inform us otherwise. Unless you have advised otherwise, the renewal fee will again be collected from your specified bank account, to ensure you are always cared for. If you pay by any other means, you will need to make payment for your plan to continue. A cooling off period (lasting 14 days from the 'renewal date' or the day on which you receive your documentation, whichever is the later) applies. We reserve the right not to offer you continuation of your protection. Note if your plan continues it will no longer include an initial inspection or an initial repair, however it will

include maintenance and support benefits set out in this plan. The new terms will be included in your notice.

Your responsibilities

- All information you give must be true, factual and not misleading.
- Your product must have been installed and used in accordance with the manufacturer's instructions.
- If your product breaks down or malfunctions, you must take reasonable steps to limit damage, e.g. stop using it if this is likely to cause further damage.
- You must pay the fees when they fall due.
- You must arrange any work required to make your product accessible and compliant with all relevant safety standards and safe to work on (as determined by our service technician). We will not do any work where these standards are not met. For example, where there is a pest infestation or if hazardous material is present you will need to arrange for this to be safely removed. You must take reasonable care of your product. This includes caring for it in line with the manufacturer's instructions and not allowing it to be subject to adverse weather conditions.
- You must ensure someone is home for when you have booked an onsite visit. If our service technician is not able to carry out an onsite visit because no one is home, you may be charged a call-out fee.

General exclusions

The following are excluded from the plan:

- Damage of any kind to the product.
- Damage during delivery, installation or transportation of the product by a third party not under our instruction.
- Replacement, recall or modification of the product (or any part) by a supplier or the manufacturer.
- Modifying or making a product comply with legislation or making it safely accessible.
- Any problem with the supply of electricity, gas, water, broadband or broadcast content.
- Costs or loss arising from not being able to use your product (e.g. buying temporary heaters or loss of earnings), or incidental costs caused by breakdown or repair (e.g. costs to remove or reinstate built-in or fitted equipment).
- Damage to your premises or any other property or possessions, unless it is our fault.
- Any loss, damage or impairment to functionality caused by neglect.
- 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, plumbing problems, 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).
- Repairs or modifications, where not approved by either us or the product manufacturer.
- The cost of replacing any consumables (such as external fuses, batteries, fuel).
- The cost of replacing any accessories (such as attachments, cables and cable joints, plugs, light covers, filters, removable parts, catalytic panels, external piping, starter connections and straps).
- Data loss or corruption, installing, modifying and upgrading software, the resolution of any software interface problems.
- For items 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.

Paying your fees

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 plan 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 term has not yet expired, no further payment will be taken for the remainder of the initial term. Before your plan ends, we will send you a renewal notice (see 'Duration and renewal of your plan' above).

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 plan will start.

If you do not pay for your plan on time, it will be suspended from the due date. No Maintenance & Support Services will be provided past this date unless payment is received. We may use a collection agency to recover any amount owing to us.

Cancellation and ending of the plan

Your right to cancel

You will receive a full refund if you cancel the plan within the fourteen (14) day period from receipt of your documentation or from the plan start date, whichever is later (the cooling off period). However, you must pay us for any costs incurred by us in providing you with the service, such as the cost of the initial inspection and/or initial repair and a £15 contribution to costs of administering your plan and the repair (but the charges will not exceed the price of the plan).

After the cooling off period

If you cancel your plan after the cooling off period, then the following will apply:

- If you have not received an initial inspection or a repair, we'll refund the fee paid by you for the remaining full months of your plan. If you pay for your plan by Direct Debit, you will only receive a refund if you have already paid for any future months of your plan.
- If you have received an initial inspection or a repair, no refund will be given and you will have to pay the cost of the repair and a £15 contribution to our administrative costs. This will be capped at the plan fee (less any fees you have already paid in the current period).

Our right to cancel your plan or bring it to an end

If following the initial inspection, our approved repairer reports to us that the product does not meet the conditions that apply to the initial repair (see above), your plan will be cancelled and any fee paid will be refund to you.

If we have reasonable grounds to believe that you have (or anyone acting for you has) requested services under this plan knowing the request to be dishonest, exaggerated or fraudulent, then we may cancel the plan immediately without any refund of fee or call-out charges (see 'Fraudulent activity' below).

If at any time your product is replaced (or you receive a settlement for a replacement) under either the maintenance & support plan or under the accidental damage policy, your plan will automatically end and we'll refund the fee paid by you under this plan for the remaining full months of your plan (see 'Replacements' above).

We may cancel this plan where there is a valid reason for doing so and you will receive a pro rata refund of the fees paid for the remaining unexpired days of your plan. Valid reasons include but are not limited to the following:

- where you fail to comply with certain conditions (see 'Your responsibilities' above);

- where you fail to pay for the plan, if applicable (see 'Paying your fees' above);
- where we have reasonable grounds to believe you have (or anyone acting for you has) engaged in fraudulent activity against us or our service providers and/or provided us with false information with respect to another plan you hold or have held with us (see 'Fraudulent activity' below); or
- where you have used threatening or abusive behaviour or language towards our staff or suppliers.

How to cancel

If you wish to cancel your plan, please contact us on 0333 000 9737 (8am to 8pm, 7 days a week). You can also cancel by writing to us at the address specified in the 'Customer services details' section. There is a cancellation form on our website www.domesticandgeneral.com which you can download and use. 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 plan. If you do wish to cancel, please contact us directly to avoid any communications regarding outstanding payments.

Customer services details

For customer services: sign in to My Account at www.domesticandgeneral.com/myaccount, call 0333 000 4980 or write to us at Domestic & General Services Limited, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP

Calls cost the basic rate per minute plus your phone company's access charge. Calls to 0800 numbers are free. Calls may be recorded and monitored for quality and training purposes. Lines are open, at a minimum, from 9am to 5pm, Monday to Friday (except public holidays).

How to complain

If you wish to complain or you are unhappy with the service provided, please contact our customer services team (see 'Customer services details' above). If you are not satisfied with how we respond you can then ask the Consumer Ombudsman to review your case. They can be contacted at: Consumer Ombudsman, PO Box 1263, Warrington WA4 9RE, on their website www.consumer-ombudsman.org or by email at: complaints@consumer-ombudsman.org

Restrictions on transferring your plan

With our permission you may transfer your plan to a new owner of the product by giving us their details either over the telephone or in writing. You cannot transfer it to any other product.

Changes to these terms and conditions

We may modify or replace these terms and conditions in order to:

- comply with the law, regulations, industry guidance or codes of practice;
- rectify errors or ambiguities; and
- reflect changes in the scope or nature of the maintenance provided to you.

We will give you thirty (30) days' written notice of any change that could affect your rights or obligations and provide you with a brief explanation of such changes. The new terms and conditions will take effect from the date specified in the notice. If you do not agree with the changes, you may cancel the plan by notifying us within that notice period and you will receive a pro rata refund of any payments that you have made for the unexpired days of your plan.

Data Protection Information

Domestic & General Services Ltd (for service, maintenance & support plans), Domestic & General Insurance PLC (for insurance policies) and Electrolux PLC are the Data Controllers for your information. This is a brief summary of how we're protecting and respecting your privacy in accordance with data

protection legislation. For more information go to <https://www.domesticandgeneral.com/privacy-cookies-policy>

How do we use your data?

We use the data we hold about you in order to provide your appliance registration, appliance protection, handle repair requests, fulfil obligations under the plan/policy, or let you know about information, products or services that interest you, or record phone calls, or for analytical or statistical purposes. We also undertake market research and customer surveys, as well as safeguarding against fraud and money laundering, and for the rare event of product safety recalls. Should you choose to provide it, we may also process information concerning your health to help us offer you the best possible service and we'll use this information only as necessary to fulfil our contract with you and our regulatory obligations.

Do we share your data?

Your data is shared across our group companies and with other companies who provide products or services to us, or who perform services on our behalf. We'll also share your data with Electrolux PLC.

What happens with international data transfers?

We may transfer your data to countries (including the US and South Africa) which may not have data protection laws which provide the same level of protection as provided in the UK. But don't worry, we have adequate safeguards in place to help ensure that everything is adequately secured and protected.

What are your rights?

You have the right to ask us to:

- not use your data for marketing purposes
- send you a copy of the personal information we have about you
- delete your data (subject to certain exemptions)
- correct or delete any inaccurate or misleading data
- restrict the processing of your data
- provide a copy of your data to any controller
- lodge a complaint with the local data protection authority

How long do we keep your data?

We won't keep your information for any longer than is necessary. In most cases that's 10 years (a reasonable expectation of average product ownership), or 6 years following the expiry of a contract.

Any other questions?

Please contact The Group Data Protection Officer by emailing dataprotection@domesticandgeneral.com or, go to <https://www.domesticandgeneral.com/privacy-cookies-policy>

Exclusion of third party rights

This plan is only for your benefit. No rights or benefits will be given to any other third party under the plan.

Fraudulent activity

We may provide your details to third parties in order to detect possible fraudulent activity.

If we believe that you have (or anyone acting for you has) engaged in fraudulent activity against us or our service providers, or provided us with false information we may request extra information in support of your application or request for services (such as proof of purchase).

If we have reasonable grounds to believe that you have (or anyone acting for you has) requested services under this plan knowing the request to be dishonest, exaggerated or fraudulent, then we may:

- request extra evidence in support of your request (such as proof of purchase or other documentation);
- decline your request and immediately cancel your plan without any refund of fee or call-out charges paid;
- recover from you the cost of any services or repairs already provided to you under this plan and the cost of any

investigation into a fraudulent request under this plan (and we may initiate legal proceedings to do so);

- report you to the relevant authorities, including the police;
- put the details of the fraudulent request onto a register of claims through which companies share information to prevent fraudulent claims. A list of participants names and addresses are available on request.

If we have reasonable grounds to believe that you have (or anyone acting for you has):

- engaged in fraudulent activity against us or our service providers; and/or
- provided us with false information,

with respect to another plan you hold or have held with us, we may cancel this plan as well as any other plans you have with us and/or reject any applications for new plans (see 'Our right to cancel your plan or bring it to an end' above). You will receive a refund of any fee paid for unused days of the plan.

Governing law and statutory rights

We will communicate with you in English and English Law will apply unless we agree otherwise with you. Nothing in the conditions will reduce or affect your statutory rights; for further information about your statutory rights contact the Citizens Advice Bureau: www.adviceguide.org.uk or 03454 04 05 06.

Access and support

We offer a number of services for customers who have disabilities including providing our documents in Braille, large print or audio formats. We may also make accommodations to the way we provide our services on a case by case basis. For further information please contact us (see 'Customer services details' above).

Company information

This maintenance and support plan is provided by Domestic & General Services Limited. Registered in England. Company No. 1970780. Registered office: Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS.