

PLAN TERMS AND CONDITIONS

It is important for your benefit and protection that you read these terms and conditions (including the 'Special conditions' section). 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

plan: this contract of services.

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

we/us/our: Domestic & General Services Limited, the provider of the plan.

you/your: the person named on your certificate.

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

Contract of services

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

Important conditions and your obligations

Conditions

The following conditions apply to this plan:

- You must provide us with any information that we request when you apply for the plan. All information you give must not be false, 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 non-commercial 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; and
- Your product (if it is able to store data or images, e.g. laptops or PCs) must not contain any content that may be considered to be illegal, and if we find any content we consider to be illegal, we reserve the right to inform the relevant authorities.

Your obligations

You must arrange any work required to make your product accessible and compliant with all relevant safety standards and safe to work on.

Where you have requested services from us, you must also notify us if such work is required, let us know when it has been completed and provide us with the relevant certification (if applicable). We won't provide our services until you have fulfilled these obligations.

If you do not comply with the conditions above or do not fulfil your obligations above, we will end your plan.

What this plan 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, in our discretion, decide whether to approve a repair. 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.

Damage caused by accident

Both during and after the end of the manufacturer's parts and labour guarantee period, if your product suffers damage caused by accident (i.e. physical damage as a result of a sudden cause so that the product is no longer in good working order), our customer services team will try to resolve the problem over the telephone. If we are not able to resolve the problem, we will, in our discretion, decide whether to approve a repair. 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 us as soon as possible by telephone.

Limits of the plan

There is no limit to the number of repairs you can request, unless your plan ends, for example, following a replacement of your product (see 'What happens if your product is replaced?' below).

Repairs information

Information we may require

You must give us all information we need to verify your repair request. You should send any requested documents to the address in 'Customer services details' below.

Important information about repairs

Only engineers approved by us are authorised to carry out repairs under this plan, unless we agree otherwise in advance. Repairs will be carried out within the engineer's normal working hours (which are at least 9am to 5pm, Monday to Friday) on a date agreed with you. Please have your plan documentation to hand when the engineer 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 an engineer but are unable to find an approved 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, then you must ring the repair authority line on 0800 597 8580 for an authority number before work starts.

Replacements

1. If a repair is approved, we may (at our option), decide to arrange to replace your product with a new product of the same or similar make and technical specification.
2. If we decide that your product needs to be replaced but we cannot reasonably arrange a replacement, we may decide to 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.
3. All vouchers will be redeemable from a retailer of our choice and will be valid for 12 months from the date of issue. Voucher settlements will be sent to the last address you gave us. If vouchers are not available we may provide a cash equivalent.

Product disposal and delivery, installation and other costs

1. If we decide to arrange to replace your product, you must 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.

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 product and paying any related costs.

What happens if your product is replaced?

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

If we decide to arrange to replace your product (or to give you vouchers for a replacement) any unpaid fee for the current plan period will become due. No fee paid will be refunded. When your product is replaced (or you have received our contribution) your plan will end immediately. For cash or voucher settlements we will deduct any fee outstanding for the duration of your plan from the voucher settlement.

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 plan, we will inform you. All fee payments you have made in the current period of your plan will be refunded and your plan 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 plan includes' section, the following are excluded from the plan, 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 authorised by us.
- 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.
- Any problem with the supply of electricity (unless you are protected against food spoilage), gas, water, broadband or broadcast content.
- Routine maintenance, cleaning, servicing and re-gassing.
- Repairs carried out outside of your country of residence.
- 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, plants 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, 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 data change faults).
- Any appliance not registered under the plan.

- Repairs, maintenance work, or use of spare parts, where not approved by us.
- Damage to ceramic or glass surfaces (unless caused by an accident protected by the plan).
- Files lost due to a repair or replacement and your failure to back them up.
- Commercial or business use including use by charities, not-for-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, lawnmower belts, batteries, rechargeable batteries, power cells, light bulbs changeable by the user, fluorescent tubes and related starter components, filters, attachments, cables and cable joints, plugs, light covers, grills, removable parts, glass and enamel parts, catalytic panels, external piping, rain covers, starter connections and straps, 3D glasses, vacuum cleaner bags, brushes and tubes, audio pick-up systems including scanners, printer toner or ink cartridges and printer ribbons.
- For products that include software: external data carriers, other input devices (scanners, joysticks, mouse devices), other external controllers (if not included when purchasing the product), installing, modifying and upgrading software.
- 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.

Special exclusions

In addition to the 'General exclusions' above, the following are excluded from the plan, and we will not pay for repairs which relate to:

- AGAs and gas tumble dryers.

Paying your fees

1. 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 plan period has not yet expired, no further payment will be taken for the remainder of the initial plan period, unless and until your plan renews for a further period (see 'Duration and renewal of your plan' below).
2. 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.
3. We may use a collection agency to recover any amount owing to us.
4. If you do not pay for your plan 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 plan

1. The initial plan 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 plan 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 plan 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 plan to continue.
5. A cooling off period (lasting 14 days from renewal of the plan or the day on which you receive your renewal documentation, whichever is the later) applies at the renewal of your plan.
6. We reserve the right not to offer you a renewal on your plan.

Cancellation and ending of the plan

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 plan start date, whichever is later.
2. If you change your mind during the cooling off period, you can cancel your plan 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 plan automatically ends or is cancelled by us, these rights do not apply (see 'Our right to cancel your plan or bring it to an end' below).

After the cooling off period

If you cancel your plan 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 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 a repair, no refund will be given and you will have to pay the cost of the repair. This will be capped at the plan fee (less any fees you have already paid in the current period).

How to cancel

If you wish to cancel your plan, please contact us on 0800 597 8615 (8am to 8pm, 365 days a year). You can also cancel by using the cancellation form on our website, or by writing to us, at the addresses specified in the 'Customer services details' section. 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.

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

1. If at any time we arrange to replace your product (or give you a voucher settlement), your plan 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 plan to an end and we won't provide any further services to you under the plan. We'll refund all fee payments you have made during the current period of your plan. 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 plan by giving you fourteen (14) days' notice. If we cancel your plan using this provision, you will receive a pro rata refund of the fee paid for the remaining unexpired days of your plan.
4. In each case, we'll confirm any such ending or cancellation of the plan in writing to the last address you gave us.

Customer services details

For customer services: call 0800 597 8600 write to us at Domestic & General Services Limited, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or email us by clicking on 'contact us' on our website: www.domesticandgeneral.com

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).

Transferring your plan to a new owner

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 appliance (except for replacements of your product provided under a manufacturer's guarantee).

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 protection provided to you.

We will give you thirty (30) days' written notice of any change that could have a material effect on your rights or obligations. 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 period of your plan.

What we do with your information

At Domestic & General we want to reassure you that we use your information both responsibly and securely to provide you with the best possible service. Below we explain what we do with your information and your rights to your information. If you would like any further details you can get in touch with us using the contact details below or visit our website (www.domesticandgeneral.com).

Using your information

Domestic & General Insurance PLC ("we") is the "data controller" of your information. We process two sets of information about you, "Personal Information" (your name, address, contact and payment details) and the "Goods Information" you provide to register your appliance or device (your name, address, contact and goods details). We'll use your information: (i) as necessary to fulfil our contract with you (including to recover any amounts owing); (ii) for our legitimate interests in: undertaking marketing (about our products and services and those of our third party partners) by post, telephone, email and/or other electronic messaging services; market research; customer surveys; printing services; checking and verifying your identity and contact details; recording your conversations for training, quality and compliance purposes; and for analytics and profiling for marketing purposes; and (iii) where required to do so by law. We may also ask for your consent to some uses of your information.

Sharing your information

From time to time your Personal Information and Goods Information may also be shared with other members of the Domestic & General Group of Companies (Domestic & General Insurance or Services and other future members of the Group whose details we will notify to you ("Group")), with companies acting on our behalf or providing services to us (e.g. the companies we use to carry out repairs, IT & mailing services, storage of paper records and

telecommunications) and with Sainsbury's Supermarkets Limited, Sainsbury's Bank plc, Argos Limited, Argos Financial Services Ltd, Home Retail Group Card Services Limited, Home Retail Group Insurance Services Limited, Argos Business Solutions Limited, Habitat and Tu Clothing). Companies of J Sainsbury's Group of Companies will process your Personal Information for their legitimate business interests (including marketing and analytics) in accordance with their privacy policy, which can be found at www.argos.co.uk/help/privacy-policy or at www.sainsburysbank.co.uk/legals/leg-reg-privacy-policy

Transferring your information

In exceptional cases, we may transfer your information to countries outside the European Economic Area (including the US) which may not have data protection laws which provide the same level of protection as provided in the UK. We have put in place Model Clauses as an appropriate safeguard to ensure that such information is adequately secured and protected and that such transfers meet the requirements of applicable data protection law.

Keeping your information

We keep your Personal Information for six years after you terminate your policy so that we can deal with any claims. Your goods information we keep for a bit longer, normally 10 years (the average life of an appliance) for health and safety. We also keep your information to send you marketing that you might be interested in, unless we receive a request from you to opt-out of marketing.

Rights to your information

By writing to the Data Protection Officer using the contact details provided below, you have the right to ask us:

- for a copy of the Personal Information we hold about you
- for a copy of the Personal Information you provided to us to be sent to you or a third party in a commonly used, machine readable format
- to update or correct your Personal Information to keep it accurate
- to delete your Personal Information from our records if it is no longer needed for the original purpose; and
- to restrict the processing of your Personal Information in certain circumstances

And you may also:

- object to us processing your Personal Information – in which case we will either agree to stop processing or explain why we're unable to; and
- where we rely on your consent, withdraw that consent at any time.

Please note that the above rights are not absolute and certain exemptions apply to them.

You can also make a complaint to the Information Commissioner (www.ico.org.uk) if you feel your Personal Information has been mishandled.

Marketing

We, along with other members of our Group, Argos Limited, and other members of the J Sainsbury's Group of Companies may use your information to tell you about any offers, products or services which may be of interest to you. We may contact you by post, telephone, email and/or other electronic messaging services. To change your marketing preference, let us know by emailing marketingpreferences@domesticandgeneral.com or by writing to us using the contact details provided below. If you wish to opt out of receiving marketing information from Argos (or other members of the J Sainsbury's Group of Companies) please let them know by sending an email to help@argos.co.uk with the word "remove" in the subject line. Within the email, include the email address you want removed.

Contact Details

If you need to contact us about your information or your information rights, or to see a copy of our Model Clauses, please write to: Freepost Plus RTKS-CLRA-GRYE, Data Protection Officer, Domestic & General, Leicester House, 17 Leicester Street, Bedworth CV12 8JP or dataprotection@domesticandgeneral.com and we'll be happy to help you.

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.

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 03444 111 444.

Customers with disabilities

We offer a number of services for customers who have disabilities including providing our documents in Braille, large print or audio formats. For further information please contact us (see 'Customer services details' above).

Special conditions

See plan document.

Company information

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

THE DIRECT DEBIT GUARANTEE

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Domestic & General Services Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Domestic & General Services Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Domestic & General Services Limited or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society - if you receive a refund you are not entitled to, you must pay it back when Domestic & General Services Limited asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

