



# KitchenCare Terms and Conditions

## Significant features and benefits explained

The following are definitions of the different types of benefits available to you.

### **Breakdown**

The cost of repair to the equipment following a mechanical or electrical fault which stops the equipment working properly.

### **1. Terms of replacement**

We will always, subject to the full terms, conditions and exclusions of your plan, repair your equipment unless:

- a) we cannot repair it; or
- b) we cannot obtain the spare parts to repair it; or
- c) the cost of the repair is more than we will pay - see the box below

	What we will pay
During your first year of protection	50% of the current retail price
During your second year of protection	40% of the current retail price
During your third and subsequent years of protection	30% of the current retail price

(The current retail price is the lowest price reasonably available)

- We will only replace your equipment if we have agreed to do so before a repair is carried out. When we have replaced your equipment, protection will cease for that appliance and no portion of the fee will be refunded. Protection for the rest of the appliances in your KitchenCare plan will stay in place for the remaining period of protection, or until they are written off under the terms of the replacement. When we have replaced your equipment you may dispose of the original equipment if it is in your possession.
- If we do not repair your equipment we will replace it with equipment of the same or similar make and specification. During your first year of protection we will ask you to pay 50% of the current retail price of the equipment. During your second year of protection we will ask you to pay 60% of the current retail price and during your third and subsequent years we will ask you to pay 70%. You must also pay us for our supplier's delivery and/or installation charges and any outstanding fee instalments.

- If we cannot reasonably arrange a replacement we will pay you a contribution towards the cost of the new equipment, usually this will be vouchers redeemable from a retailer chosen by us. We will calculate this contribution using the age of your equipment and the current retail price, as shown in the 'What we will pay' table above.
- We will not be responsible for any costs that you may incur to dispose of your original equipment.

## 2. What is not included in your plan

- a) Costs provided by any manufacturer's, supplier's or repairer's guarantee or warranty.
- b) The equipment being recalled by the manufacturer.
- c) The cost of modifying the equipment.
- d) Claims arising from your failure to follow the manufacturer's instructions.
- e) Claims arising from using your equipment in a non-domestic or commercial environment unless we agree to the use in writing beforehand.
- f) Theft, attempted theft, malicious damage or damage caused by fire or explosion.
- g) Claims arising from floods, lightning, storms, frost or other bad weather conditions.
- h) Claims arising from any problem with the supply of electricity, gas or water.
- i) Costs if no fault is found with your equipment.
- j) Routine maintenance, cleaning and servicing.
- k) Labour charges for work outside our repairer's normal working hours which are Monday - Friday 9am to 5pm.
- l) Repairs carried out outside the United Kingdom, unless we agree otherwise in writing.
- m) Costs arising from not being able to use your equipment or from damage caused when the equipment breaks down, including any costs to remove or reinstate built-in or fitted equipment.
- n) Cosmetic damage such as damage to paintwork or dents or scratches to the equipment.
- o) The cost of replacing any item or accessory that is intended to be replaceable. These include: fuses, batteries, light bulbs, fluorescent tubes and related starters, filters, attachments, cables, plugs, light covers or rain covers.
- p) Costs due to rust, corrosion or water damage.
- q) Delivery and installation charges if a replacement takes place as detailed in 'Terms of replacement'.
- r) Damage caused by accidents - The cost of repair to the equipment following physical damage as a result of a sudden and unforeseen cause which stops the equipment working properly.
- s) Food spoilage on freezing equipment.
- t) Aga cookers; American Style Fridge Freezers.

Protection is also not provided for the following.

Cooking equipment:

- Ceramic or glass surfaces
- Oven liners

Vacuum cleaners:

- Bags, brushes or belts

This plan will not protect against claims arising from third party or personal injury.

### **3. How to arrange a repair**

You can find details of how to arrange your repair in section 4 of your plan document. If you need to contact us before this arrives, call us on 08702 426 748.

You must use our approved repairer who will normally send the repair bill to us so that you have no repair bill to pay. In the unlikely event that we advise you to pay the repairer yourself, we will tell you how to claim.

### **4. How to contact us or complain**

- Call our Customer Service Department on 08705 997 799.
- Write to the Customer Care Manager at Domestic & General Services Ltd, Leicester House, 17 Leicester Street, Bedworth, Warwickshire, CV12 8JP.
- Email us at [web.support@domgen.com](mailto:web.support@domgen.com) or by clicking on 'contact us' at [www.domgen.com](http://www.domgen.com).

We want you to contact us so that we know what you think of us and the services we provide. We hope that you are satisfied with our response to your enquiry. If you are not satisfied, you can ask for your case to be reviewed by us and a final decision made on behalf of the Managing Director.

If you are still not satisfied we will agree to seek to resolve our differences with the assistance of the ADR Group, an independent dispute resolution provider.

Their address is:

Grove House  
Grove Road  
Redland  
Bristol BS6 6UN

### **5. Your right to change your mind / cancellations**

- a) You may cancel this plan by giving 14 days notice in writing. If you pay by direct debit, you must tell your bank to cancel the direct debit instalments.
- b) If you cancel the plan and no repairs or replacements have been carried out, the part of your fee relating to the remaining full month's protection under the plan will be refunded. No refund will be offered if you are paying by instalments.

You can request a cancellation, by calling us on 08702 426 747, by emailing us at [web.support@domgen.com](mailto:web.support@domgen.com) or by writing to Domestic & General's Customer Service Manager, Domestic & General Services Ltd, Leicester House, 17 Leicester Street, Bedworth, Warwickshire, CV12 8JP.

We can cancel your plan by giving you 14 days notice in writing to your last known address. A refund of the amount paid for the remaining full months of protection will be given.

## **6. Renewing your contract**

At the end of your period of protection, we will write to you about renewing.

- If you pay by direct debit, we will send you a renewal notice showing the amount we will automatically collect, unless you inform us otherwise.
- If you pay by any other means, you will receive a renewal notice showing the amount to pay. You will need to return this with payment for protection to continue.

## **7. Governing law and your statutory rights**

Purchasing this plan does not affect your statutory rights. This plan is governed by English law unless we have agreed otherwise with you.

## **8. Rights of third parties**

This plan is for the benefit of you and anyone else we have agreed with you. No benefits will be given to anyone else.

## **9. Transferring your plan**

You can transfer your plan to a new owner of the equipment as long as you give us written details of the new owner. Your plan cannot be transferred to any other equipment.

## **10. Phoning us**

We may record your phone calls with our representatives to monitor and improve the quality of the service we provide.

## **11. Other plans or insurance**

If, when you require breakdown protection, there is any other service agreement or an insurance policy under which you are entitled to claim, we will only pay an appropriate proportion.

## **OTHER IMPORTANT PRE-CONTRACT INFORMATION**

### **Additional Information**

Your Repair Protection Plan is provided by Domestic & General Services Limited (Registered Number 1970780) part of Domestic & General Group PLC and our registered office is at Swan Court, Mansel Road, Wimbledon, SW19 4AA. The agreement does not affect your statutory rights.

## Data protection

Your details will be held and used by Domestic & General Services Limited, Domestic & General Insurance PLC, and selected companies acting on our behalf to administer your plan. We may pass your data to any relevant regulator or dispute resolution provider. We may also use your data for training and testing purposes. If you have given us permission, your details may also be used by us or third parties for other marketing purposes. We may disclose your information to our service providers and agents for these purposes. We and the third parties (if applicable) may contact you by mail, telephone or email. If you no longer want your data to be used by third parties or by us for marketing purposes and you have not already notified us please write to the Data Protection Officer at: Domestic & General, Freepost CV2560, Bedworth, Warwickshire, CV12 8BR. To help keep your details accurate we may use information we receive from our partners. You can ask us for a copy of your details (for a small fee) and to correct any inaccuracies. To improve our service we may monitor or record our communications with you.



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