



Terms and Conditions

For your Appliance Repair Plan

For your Appliance Repair Plan Please note – HSC refers to Homecare Service Centre Limited and/or Homecare Service Centre (EM) Limited For details of our Privacy Statement and how we handle your data please refer to www.homecareservicecentre.com

It is important for your benefit and protection that you read these terms and conditions. These and your certificate, and any changes we notify you about, form your agreement with us.

Definitions

Repair plan: this contract of repair.

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

We/us/our: HSC, the provider of the repair plan.

You/your: the person named on your certificate.

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

Is this cover plan for you?

You must be at least 18 years old and resident in the United Kingdom to be eligible.

Your product must be:

- owned by you.
- In good working order when you take out the cover plan.
- located in the United Kingdom.
- used for personal and non-business purposes only.



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Important conditions

- All information you give must be true, factual, and not misleading.
- Your product must have been installed, maintained, and used in accordance with the manufacturer's instructions.
- Your product must be used in a private home, solely occupied by a single household (at the address you gave to us).
- Any second-hand appliances are repair only and will have a repair limit of a maximum amount of the annual cover.
- For faults with ice makers and water dispensers the maximum claim would be £80.00 and then an option of you paying the excess.

Your responsibilities

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 engineer). We will not do any work where these standards are not met.

Any claims/repairs requested within the first **90** days from when your care plan commenced, there will be an excess of **£60.00**.

If your appliance cannot be repaired for any reason within the first **90** days from when your care plan commencement date a refund will be issued for monies paid on that appliance.

Section 1 – What is covered.

Accidental damage (during and after the manufacturer's guarantee) Both during and after the end of the manufacturer's parts and labour guarantee period, if we cannot repair your product, we will provide a percentage towards a new appliance based on the **retail price as agreed with you at the commencement of cover: A receipt may be requested.**

If the appliance is deemed beyond economical repair or parts are no longer available, you have the following choices:

0330 055 2123

Head Office

info@homecaresc.co.uk

189 Longmoor Lane
Liverpool, L9 0ED

www.homecareservicecentre.com

Lincoln Office

info@homecaresc-em.co.uk

55 Burton Road
Lincoln, LN1 3JY



- 70% (if your appliance is less than 3 years old) of the agreed retail price at the **commencement** of the care plan. If we are helping towards sourcing a replacement appliance, subject to the care plan renewal on the new appliance, the percentage is then offset against the price of the new appliance and the difference is to be paid on day of ordering. (Please refer to certificate for the value) delivery/installation and removal/recycling your old product is not included so please request a quotation.

- 50% (if your appliance is over 3 years old) of the agreed retail price at the **commencement** of the care plan. If we are helping towards sourcing a replacement appliance, subject to the care plan renewal on the new appliance, the percentage is then offset against the price of the new appliance and the difference is to be paid on day of ordering (Please refer to certificate for the value). Delivery/installation and removal/recycling your old product is not included so please request a quotation.

Or

- 30% cash back of the agreed retail price at the **commencement** of the care plan, If you are choosing to source your own appliance, (Please refer to certificate for the value) This cash back will then be paid direct to yourself, into the same account that the care plan is paid from, If your product suffers a mechanical or electrical breakdown after the end of the manufacturer's parts and labour guarantee period, we will (at our discretion) authorise a repair.

Territorial limits. Your product is covered for claims that occur in the United Kingdom.

How to organise a repair

To organise a repair, please contact us as soon as possible by telephone 0330 055 2123 or email us at:

info@homecaresc.co.uk (Liverpool)

info@homecaresc-em.co.uk (Lincoln)

Office hours are Monday – Friday 9am-5pm.

Repairs

Where we authorise a repair the cost of labour and the cost of parts are covered by us. If the engineer diagnoses the fault due to misuse, neglect to the appliance, costs may be applied to



yourself (if these are not covered by another guarantee or warranty on the product). Only engineers approved by us are authorised to carry out repairs under this repair plan unless we agree otherwise in advance. Repairs will be carried out within the engineer's normal working hours (which are 9am to 5pm, Monday to Friday) on a date agreed with you. Please have your repair plan documentation to hand when the engineer arrives.

Section 2 – What is not covered.

We shall not be liable for:

- claims where you have breached the important conditions or failed to comply with your responsibilities set out in this cover plan.
- any breakdown cost already covered by any manufacturer's, supplier's or repairer's guarantee or warranty on the 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, gas, water, broadband or broadcast content.
- routine maintenance, cleaning, servicing, and routine re gassing.
- costs or loss arising from not being able to use your product (e.g., hiring a replacement, replacement or food loses, expenses arising from laundry cleaning), 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 possession.
- 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 of earnings whilst awaiting an engineer to attend.
- 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,

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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, maintenance work, or use of spare parts, where not authorised/supplied or fitted by us.
- damage to ceramic or glass surfaces (unless caused by an accident protected by the cover plan).
- the cost of replacing any consumables (such as external fuses, rechargeable batteries, power cells, light bulbs changeable by the user, fluorescent tubes and related starter components, filters, vacuum cleaner bags).
- the cost of replacing any accessories (such as attachments, cables and cable joints, plugs, light covers, grills, removable parts, glass and enamel parts, catalytic panels, brushes and tubes).
- normal operation or adjustment of the product controls (except following an approved repair under this cover plan).
- work on anything not part of the product, for example fuel lines to the product and the flue systems from the product; and
 - issuing a CP12 (gas safety certificate).
- **anything that happens in the first 30 days of you taking out the product. If you do require a call out within the first 30 days, please request a quotation. A discount will be applied.**

Paying your care plan

1. You must pay the care plan (inclusive of all applicable taxes) monthly by Direct Debit. If we are unable to collect a payment from your bank, we may attempt to request payment again unless you advise us otherwise.
2. We will collect the payment on the first month of the cover plan approximately two to four weeks after the start date. Payments for all subsequent months will be collected monthly.
3. The care plan payable is fixed for the first year of cover. In the future it may increase. We will use the Consumer Price Index (CPI) from the previous 12-month period to calculate the annual increase in the price of your cover with us. Over the last 10 years the CPI has been between 2.1% and 2.5%. A customer paying £10 per month at a rate of 2.5% would represent an increase of 25p, taking your monthly payment from £10 to £10.25. **This will automatically be applied to your payments on the anniversary of you taking out the cover with us.**

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4. If you do not pay your cover 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.

Section 3 - Duration of your cover plan

The cover plan period begins on the 'start date', as specified in your certificate, and continues indefinitely until cancelled or ended in accordance with these terms and conditions.

Section 4 - Cancellation and ending of the cover plan.

Cooling off period is 14 days

You must contact the office to cancel any such care plan.

1. The 'cooling off period' is the fourteen (14) day period from receipt of your documentation or from the cover start date, whichever is later. We send all documentation via email so provide your email address; we are a paperless organisation. (Hard copied can be requested)
2. If you change your mind during the cooling off period, you can cancel your cover by calling our offices.
3. If your cover plan automatically ends or is cancelled by us, these rights do not apply (see 'Our right to cancel your cover plan or bring it to an end' below).

After the cooling off period

If you cancel your cover plan after the cooling off period, your cover plan will remain in place until the end of the period for which you have already paid, and you will not receive any refund.

How to cancel

If you wish to cancel your cover plan, please contact us on 0330 055 2123 (9am to 5pm, Mon to Fri). You can also cancel by writing to us, at the address specified in the 'Customer services details' section. If you are paying by Direct Debit and tell your bank to cancel your Direct Debit Instruction, you must contact us first. If you do wish to cancel, please contact us directly to avoid any communications regarding outstanding payments.

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

1. We may cancel this cover plan where there is a valid reason for doing so by giving you at least 7 days' notice. Valid reasons include but are not limited to the following:
 - where you fail to comply with certain conditions and obligations (see 'Important conditions' above);
 - where you fail to pay for the cover plan (see 'Paying your care plan' above); or
 - where you have used threatening or abusive behaviour or language towards our staff, engineers or any third party used for the repair.

Section 5 – Customer Service Details Customer services details:

For customer services: **0330 055 2123**, or you can write to us at:

Liverpool Office

Homecare Service Centre Limited,
189 Longmoor Lane,
Liverpool,
L9 0ED

Lincoln Office

Homecare Service Centre (E.M.) Limited,
55 Burton Road,
Lincoln
LN1 3JY

Calls may be recorded and monitored for quality and training purposes.

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Section 6 – How to complain

If you wish to complain or 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 Financial Ombudsman Service (FOS) to review your case. They can be contacted at:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR, on the website <http://financial-ombudsman.org.uk/>, or by email at: complaint.info@financialombudsman.org.uk Referral of your complaint to the FOS does not affect your right to take legal proceedings.

Section 7 – Transferring Your Cover Plan to A New Owner

With our permission you may transfer your cover 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 item (except for replacements of your product provided under a manufacturer’s guarantee).

Section 8 – Changes to These Terms and Conditions

At any time, we may modify or replace these terms and conditions to:

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

In all cases we will give written notice of any change that could affect your rights or obligations and provide you with a brief explanation of such changes, any new Terms and Conditions will be emailed to you. 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 cover plan by notifying us within that notice period.



Section 9 – Privacy

What we do with your information.

At HSC 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.homecareservicecentre.com

Using your information Homecare Service Centre Limited and/or Homecare Service Centre (EM) Limited (“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; detecting and preventing crime, including fraud; and (iii) where required to do so by law. We may also ask for your consent to some uses of your information. Keeping your information, we keep your Personal Information for six years after you terminate your cover plan 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

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- to restrict the processing of your Personal Information in certain circumstance; 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 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 email/sms telephone, and/or other electronic messaging services. To change your marketing preference, let us know by emailing info@homecaresc.co.uk or by writing to us using the contact details provided below. Exclusion of third-party rights This cover is only for your benefit. No rights or benefits will be given to any other third-party.

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 these terms and conditions will reduce or affect your statutory rights; for further information about your statutory rights contact the Citizens Advice Bureau website www.citizensadvice.org.uk or 03444 111 444.

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 HSC will notify you 14 working days in advance of your account being debited or as otherwise agreed. If you request HSC to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

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- If an error is made in the payment of your Direct Debit, by HSC 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 HSC 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.

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