



smartcare
GOLD



Smartcare Gold Plan
INCLUDING **Accidental Damage**
Terms & Conditions

Smartcare Gold Plan INCLUDING Accidental Damage

INTRODUCTION

Thank **You** for purchasing a **Smartcare Gold Plan**. **We** hope that **Your Product** will operate trouble free, however should it fail during the **Care Plan Period** please follow the procedure detailed in this document.

DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this document in bold.

- **Administrator / We / Us / Our** means UK Warranty Limited, Pacifica House, The Venter Building, Houghton le Spring, Durham, DH4 5RA.
- **Accidental Damage** is the sudden unexpected and unintentional failure of your **Product** caused by damage, (excluding liquid damage, fire damage or malicious damage) that prevents your **Product** from meeting its designed function.
- **Callout** means the attendance of an engineer to **Your Home** during normal working hours (9am – 5pm Monday to Friday).
- **Care Plan** is this document and contains details of **You** and the **Product**.
- **Care Plan Period** means the duration period noted on **Your Care Plan**.
- **Data Controller** – Means UK Warranty Limited, who determines the purposes and means of processing **Your** personal data.
- **Home** means the property situated in the United Kingdom, Channel Islands or Isle of Man, detailed on **Your Care Plan**.
- **Mechanical or Electrical Failure** means the actual and sudden mechanical or electrical failure which results in the sudden stoppage of the **Product's** normal functions and which necessitates repair to resume those functions.
- **Smartcare** – Means the brand of **Your Care Plan**.
- **Product** means the domestic electrical equipment noted on **Your Care Plan**.
- **You / Your** means the person named on the **Care Plan**.

WHAT IS INCLUDED

If **Your Product** suffers **Mechanical or Electrical Failure**, outside of the manufacturer's guarantee period and **Our** sole customer services team are not able to resolve the problem by telephone, **We** will, at **Our** sole discretion, decide whether to approve a repair.

If a repair is approved, **We** will arrange for the repair to be carried out during normal working hours (Monday to Friday 9am to 5pm).

In some instances, **We** may decide (at **Our** sole discretion) to replace **Your Product**. In either case, it will be subject to the terms and conditions below.

Where **Your Product** has had two previous repairs completed under the policy and if it has been identified that the product needs a third repair, **We** may decide (at **Our** sole discretion) to replace the product as opposed to completing the repair under **Your Care Plan**.

In some instances, and upon proof of purchase, **We** may decide (at **Our** sole discretion) to reimburse **You** for loss of frozen food up to a maximum value of £150.00.

If **Your Product** suffers **Mechanical or Electrical Failure** caused by **Accidental Damage** during the manufacturer parts and labour guarantee and for the duration of **Your Care Plan Period** and **Our** customer services team are not able to resolve the problem by telephone, **We** will, at **Our** sole discretion, decide whether to approve a repair. If a repair is approved, **We** will arrange for the repair to be carried out during normal working hours (Monday to Friday 9am to 5pm). In some instances, **We** may decide (at **Our** sole discretion) to replace **Your Product**. In either case, it will be subject to these terms and conditions.

WHAT IS NOT INCLUDED

- **Callout** charges where a fault cannot be found with the **Product**.
- Consumable or auxiliary items e.g. batteries, leads or any accessories or peripherals that were not part of the original **Product** offering at the time of purchase.
- Use of the **Product** by anyone other than **You** or **Your** immediate family living at the **Home**.
- Failure to comply with the manufacturer's instructions for the care of the **Product**.
- A **Product** installed in a commercial environment or where the level of use is deemed beyond normal domestic use.
- A **Product** that does not meet the current electrical or gas regulations in force at the time.
- Costs not authorised by the **Administrator** or its appointed engineers.
- Faults relating to the installation of the **Product**.
- Deliberate damage or neglect of the **Product**.
- Rectifying maladjustment or incorrect configuration or setting of manual controls.
- Damage caused by foreign objects or substances.
- Faults known to **You** before commencement of cover under **Your Care Plan**.
- Any work which relates to a manufacturer recall.
- Repairs to damage of a cosmetic nature caused by but not limited to denting, scratching, chipping, staining, and rust or corrosion.
- Routine maintenance of the **Product** supplies or service in **Your Home**.
- Faults arising from the interruption, failure, disconnection or power surge in the power supply to **Your Home** however caused or due to inadequate ventilation of the **Product**.
- Faults arising as a result of normal wear and tear (e.g. belts, fuses, seals).
- Total loss of use of the **Product** due solely to the non-availability of replacement or substitute parts, in which case **We** shall offer a replacement **Product** or settlement based on a **Product** of equivalent or similar specification.
- Consequential loss of any type.

REPORTING A FAULT

To report a fault under **Your Care Plan** it is imperative that **You** contact the **Administrator** as soon as possible by telephone on: **01234 245 900**. Please have with **You** at the time of reporting the fault **Your Care Plan** number and details of the **Product**.

GENERAL CONDITIONS

Repairs must only be undertaken if authorised by the **Administrator**.

1. The **Administrator** will make reasonable attempts to obtain a suitable tradesman, provided that provision of service is not precluded by:
 - a) Adverse weather conditions.
 - b) Failure of the public transport system (including the road network) and repair thereto.
 - c) Other circumstances preventing access to **Your Home** or otherwise making provision of repair impractical.
2. **We** may be entitled to:
 - a) Decline a repair if, in **Our** opinion, **Your Home** or services have not been maintained in a safe or serviceable condition.
 - b) Decide on the most appropriate means of providing a repair or replacement, although **We** will take **Your** wishes into account whenever possible.
 - c) Void the **Care Plan** in its entirety if any reckless or misleading misrepresentation or concealment of material facts is made by **You** or anyone acting on **Your** behalf.
3. **You** will be responsible for any **Callout** charges if having requested assistance, **You** are not at **Home** when the tradesman arrives, or a fault cannot be found with the **Product**.
4. **We** will arrange to supply and fit replacement parts or components where required. If **You** request any additional work or replacement parts, **You** will be responsible for the additional cost. **We** are not responsible for any inconvenience, consequential loss, loss or damage caused by delay in the supply of spare parts or components by manufacturers or their suppliers or agents.
5. In the event that the parts for a **Product** are no longer available, or **We** deem the **Product** is beyond economical repair, **We** will base **Our** settlement on the replacement cost of the same model or a similar model with similar specification at the time of the breakdown.
6. If **You** or anyone else under this **Care Plan** acts in a false or dishonest manner in any way, **Your Care Plan** may not be valid, and **You** may lose all benefits under this **Care Plan**.
7. If **You** move address, then **You** must inform the **Administrator** in writing or by telephone.
8. Where **We** deem the **Product** to be beyond economical repair or make a financial settlement in lieu of the repair all benefits under this **Care Plan** will cease.
9. This **Care Plan** may be automatically cancelled if **You** submit information knowing it to be false, fraudulent or a misrepresentation
10. This **Care Plan** will be automatically cancelled if **We** replace the **Product**.

HOW TO MAKE A COMPLAINT

We hope you will be happy with your **Smartcare Gold Plan**. If you are unhappy with any aspect of the handling of your **Smartcare Gold Plan** we would encourage you, in the first instance to seek resolution by contacting us at:

The Customer Services Manager, UK Warranty Limited, Pacifica House,
The Venter Building, Houghton le Spring, Durham, DH4 5RA.

Once your complaint has been received, **We** will:

- **We** will acknowledge your complaint promptly.
- **We** will contact you to discuss your complaint within 72 hours.
- **We** aim to resolve all complaints as quickly as possible.

Following the complaints procedure does not affect **Your** right to take legal action.

CHANGING YOUR MIND

We hope **You** will be happy with **Your Care Plan**, however, if after reading this document it does not meet with **Your** requirements or **You** have simply changed **Your mind**, please return this document to **Us** within 45 days of purchase. **We** will arrange to cancel **Your Care Plan** and **You** will be provided with a full refund subject to no repairs or replacements being recorded against the **Care Plan**.

CANCELLATION AND TERMINATION RIGHTS

You may cancel **Your Care Plan** at any time after the initial 45 day "Changing **Your Mind**" period. Where **You** cancel after this period **You** will be provided with a refund subject to no repairs or replacements being recorded against the **Care Plan**.

The refund will be calculated pro rata on the number of days remaining of **Your Care Plan** Period. To cancel **Your Care Plan**, please contact **Us**.

OUR PROMISE OF SERVICE

It is the intention to provide **You** the best possible service but if **You** do have any questions or concerns about this **Care Plan** please contact the Customer Services Manager of the **Administrator**. The contact details are:

The Customer Services Manager, UK Warranty Limited, Pacifica House, The Venter Building, Houghton le Spring, Durham, DH4 5RA.

DURATION AND RENEWAL OF YOUR WARRANTY

1. **Your Care Plan** begins on the 'start date' and continues until the 'end date', as specified in your **Care Plan** certificate (unless terminated in accordance with these terms and conditions)
2. Before **Your Care Plan** ends, **We** may email, call or write to **You** about renewing.
3. If **Your Care Plan** period is 12 months and **You** pay by Direct Debit, each year **Your Care Plan** will automatically continue for another year with a renewal, unless **You** inform us otherwise or **Your Product** no longer meets our age of **Product** or other criteria. 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 Care Plan** to continue.
5. A cooling off period (lasting 14 days from renewal of the **Care Plan** or the day on which **You** receive your renewal documentation, whichever is the later) applies at the renewal of **Your Care Plan**.
6. **We** reserve the right not to offer **You** a renewal on **Your Care Plan**. Please ensure **Your Care Plan** number is quoted in all correspondence to assist a quick and efficient response.

DATA PROTECTION

We are the **Data Controller** for the data **You** provide to Us. **We** need to use **Your** data in order to arrange **Your** warranty and associated products.

You are obliged to provide information without which **We** will be unable to provide a service to **You**. Any personal information provided by **You** may be held by Us in relation to **Your** warranty cover. It may be used by **Our** relevant staff in making a decision concerning **Your** warranty and for the purpose of servicing **Your** cover and administering repairs.

Information may be passed to loss adjusters, solicitors, insurers, reinsurers or other service providers for these purposes. **We** may obtain information about **You** from credit reference agencies, fraud prevention agencies and others to check **Your** credit status and identity. The agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries. If **You** provide false or inaccurate information and **We** suspect fraud, **We** will record this.

We and other organisations may use these records to:

- a. Help make decisions on warranty proposals and vehicle repairs, for **You** and members of **Your** household.
- b. Trace debtors, recover debt, prevent fraud, and manage **Your** warranty cover.
- c. Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with satisfactory proof of identity.

We process all data in the UK but where **We** need to disclose data to parties outside the European Economic Area (EEA) **We** will take reasonable steps to ensure the privacy of **Your** data. In order to protect **Our** legal position, **We** will retain **Your** data for a minimum of 7 years. **We** have a Data Protection regime in place to oversee the effective and secure processing of **Your** data. Under GDPR legislation, **You** can ask **Us** for a copy of the data **We** hold, have it corrected, sent to a third party or deleted (subject to **Our** need to hold data for legal reasons). **We** will not make **Your** personal details available to any companies to use for their own marketing purposes. If **You** wish to complain about how **We** have handled **Your** data, **You** can contact **Us**, and **We** will investigate the matter. If **You** are not satisfied with **Our** response or believe **We** are processing **Your** data incorrectly **You** can complain to the:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

RECOVERIES / SUBROGATION

We reserve the right to take legal proceedings in **Your** name, at **Our** own expense and for **Our** own benefit, to recover any costs or damages **We** have paid out under this **Care Plan** to anyone else if **You** recover any costs or damages previously paid under this **Care Plan** from any other party, such costs or damages must be immediately repaid to **Us**.

ASSIGNMENT

This **Care Plan** is between and binding upon **Us** and **You** and **Our/Your** respective successors in title, but this **Care Plan** may not otherwise be assigned by **You** without **Our** prior written consent.

WAIVER

If **We** or **You** fail to exercise or enforce any rights conferred on them by this **Care Plan**, the failure to do so will not be deemed to be a waiver of such right, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

GOVERNING LAW

This **Care Plan** is governed by the law of England and Wales.

THIRD PARTY RIGHTS

Unless expressly stated, nothing in this **Care Plan** will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This Condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.



Retracare Limited

Retra House, St John's Terrace, 1 Amphill Street, Bedford MK42 9EY

Tel: 01234 245 900 / Email: serviceplans@retracare.co.uk

Web: www.retracare.co.uk