

appliances **for**life total cover

With Appliances For Life you get extra benefits such as breakdown due to accidental damage, a single point of contact if you need help or advice, and a replacement product if we can't repair it.

We're so confident about our quality of service that you can cancel the low cost monthly payment whenever you wish.

What's included:

✓ **If it breaks, we'll fix it**

If your appliance develops a fault we'll get it working again. We'll instruct either the manufacturer or a certified repair centre to repair it.

✓ **Replace if can't repair**

Replacements will be brand new and delivered free of charge.

✓ **Accidental Damage Cover**

If your product fails due to an accident, you're covered from the moment you receive it.

✓ **All costs included**

Includes parts, labour, call out and delivery charges, so you can rest assured there are no hidden costs.

✓ **A UK Dedicated claims line**

Need a repair? We have a dedicated claims line and are here to help

Document Contents:

This document contains the terms and conditions and key facts regarding Appliance for Life Total Cover and Tablet Insurance.

Please refer to the relevant sections dependent on the product that you have purchased.

- ✓ For Life Total Cover please see pages 2 to 7
- ✓ For Life Tablet Insurance please see pages 8 to 14

Appliance and Television insurance



POLICY SUMMARY

Some important facts about your policy are summarised below. This summary does not describe all the terms and conditions of the policy, so please take time to read the policy document to make sure you understand the cover it provides.

WHAT IS AN EXTENDED WARRANTY?

Under an Extended Warranty we will cover:

Parts: Will be covered by your policy if they have failed leading to the mechanical/ electrical breakdown of the product or they have suffered accidental damage.

Callout: Charges for the attendance of an engineer to your home to undertake a repair of the product.

Labour: The labour charges for the time the engineer takes to complete the repair.

The cover provided is subject to the terms, conditions and exclusions contained within your policy.

Your cover is valid as long as we are able to successfully collect the monthly fee from you via Direct Debit.

Please refer to the policy confirmation, which is given to you when the policy is issued, which will detail, the period of insurance, the product registered under the policy and your details and details of where the product is located.

WHO IS THE INSURER

Your policy has been arranged by: Pacifica Home Services Limited with Acasta European Insurance Company Limited, PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar (registered no. 96218) which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of **Our** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company on request.

ABOUT YOUR EXTENDED WARRANTY

Features and benefits included automatically – Please refer to the “Cover Provided” section of your policy

Subject to points a) and b) below your insurance provides cover against accidental damage and mechanical / electrical breakdown, of the product identified on your policy confirmation. Cover includes parts, labour, callout charges (including VAT) and where the product is declared beyond economical repair we will also cover the replacement of the product, subject to the terms, conditions and exclusions of your policy.

- a) If you purchase your policy at the same time you purchase your product the accidental damage cover sections of your policy commence from the day you purchase your policy and will continue for the period of insurance.
- b) If you purchase your policy after the date you purchase your product the accidental damage cover sections of your policy commence immediately following the expiry of the manufacturer’s warranty period and will continue for the period of insurance.

Significant and / or Unusual Exclusions

Please refer to the “What is Not Covered” sections of your policy

1. A mechanical electrical breakdown where an engineer states the fault to present prior to the commencement of cover provided under the policy or faults which were known to you prior to the commencement of cover under your policy;
2. Loss and/or damage to viewing cards, or digital information and/or television programmes saved on the hard drive of the product;
3. Consumable or auxiliary items e.g. batteries, scart leads or any accessories or peripherals that were not part of the original product or installation;
4. Where you request additional work to be completed or the replacement any parts that have not failed;
5. Callout charges where you are not at home when the engineer attends;
6. Carriage costs where you are not home following the first attempt of the collection or delivery of the product by the courier;
7. Screen burn or image retention;
8. The cost of repair where the administrator has declared the product to be beyond economical repair or to be a write off.
9. The replacement of the product if:
 - o On request to have the product sent to one of our engineers you fail to make the product available for collection by our courier.
 - o On the testing of the product by our engineers we are unable to identify a mechanical / electrical breakdown of the product.
10. Claims arising as a result of normal wear and tear (e.g. belts, fuses, seals);
11. Rectifying maladjustment or incorrect configuration or setting of the product e.g.

- Manufacturer software updates
- Product set up when connecting an external device e.g. gaming console, external drivers or similar device
- Incorrect installation of the product

Significant and / or Unusual Exclusions Continued

Please refer to the “General Exclusions” sections of your policy

1. Damage which is stated by the engineer to be as a result of:
 - a) Deliberate damage or neglect of the product;
 - b) Cosmetic nature caused by but not limited to denting, scratching, chipping, staining, and rust or corrosion, in the case of ovens, cookers or ranges this shall also include ceramic and glass surfaces and oven / cooker liners.
 - c) Failure to comply with the manufacturer’s instructions for the care of the product or to comply with any routine service requirements; e.g. replacement or clearance of filters
2. A product installed in a commercial environment or where the level of use is deemed beyond normal domestic use.
3. Faults relating to the installation of the product.
4. Mechanical electrical breakdown which relates to a manufacturer recall.
5. Claims arising from the interruption, failure, disconnection or power surge in the power supply and / or subscription channels to your home however caused.
6. Consequential loss of any type e.g.
 - a) Property damage caused by the product.
 - b) Loss of viewing via a contracted service provider due to failure of the product.
 - c) Loss of use of the product
7. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority, terrorism.
8. Any direct or indirect consequence of:
 - a) Irradiation, or contamination by nuclear material; or
 - b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - c) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
9. Any consequence, howsoever caused, including but not limited to Computer Virus, in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
10. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
11. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

MAXIMUM AMOUNT PAYABLE FOR CLAIMS – INDIVIDUAL CLAIM LIMIT

Your policy provides cover up to the original price paid for the product on any one occasion and in aggregate over the period of insurance.

YOUR CANCELLATION RIGHTS

We hope you are happy with the cover this policy provides. However you have the right to cancel it within 45 days of receiving the policy. See the section headed “Cancellation”.

MAKING A CLAIM

If you have a claim, please ring us as soon as possible to tell us about it on 03330 436692.

WHAT TO DO IF YOU ARE NOT SATISFIED

It is our intention to give you the best possible service but if you do have questions or concerns about this insurance or the handling of a claim please contact your administrator who arranged the insurance on your behalf.

The contact details are: Customer Care Manager, Pacifica Home Services Ltd, Pacifica House, The Venter Building, Rainton Business Park, Houghton le Spring DH4 5QY

Tel 03330436701

INTRODUCTION

Thank **you** for choosing Buy It Direct to supply **your For Life** Warranty policy, **we** hope that **your product** will be trouble free, however, should the **product** fail during the **period of insurance** please follow the claims procedure detailed below.

Your For Life policy has been arranged by Pacifica Home Services Ltd with Acasta European Insurance Company Limited, PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar (registered no. 96218) which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of **Our** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company on request.

This policy is a monthly policy, which means that the **administrator** will collect a premium by Direct Debit from **your** bank account on an agreed date of each month and, subject to the successful collection of that **monthly premium payment**, **we** will provide the cover detailed in this policy wording for the month in which the **monthly premium payment** has been collected. This insurance commences on the start date shown on **your policy confirmation** and continues by periods of one month upon receipt of **your monthly premium payment**. This insurance does not have a specified end date and cover will continue until either **you** or **we** cancel the policy. However, should **you** fail to make a payment in any month of **your monthly premium payment**, cover will cease with effect from the end of the month immediately before the date of the failed collection.

Your policy has been designed to provide the highest level of service to **you** and the best protection for **your product**. If having read the details of the cover provided **you** wish to change **your** mind, simply refer to the section headed "Changing Your Mind" below. To assist **you** in understanding the cover provided under **your** policy and the benefits provided **we** have used certain words and / or phrases to which specific meanings have been attached, where a word or phrase has a specific meaning it will appear in bold and be listed as a definition under the policy.

GOVERNING LAW

Your policy shall be governed by and construed in accordance with the Law of England and Wales.

DEFINITIONS

The following words or phrases detailed below have the following meaning wherever they appear in the policy in bold.

- **Accidental Damage** - A sudden and accidental event resulting in the failure of any component of the product which prevents normal operation and requires repair or replacement before normal operation can be resumed.
- **Administrator** – Pacifica Home Services Ltd, Pacifica House, The Venter Building, Rainton Business Park, Houghton le Spring DH4 5QY
- **Callout** - The attendance of an **engineer** to your **home**.
- **Claim Limit** - **Your** policy provides unlimited claims up to the original purchase price of the **product** during the **period of insurance**.
- **Consequential Loss** - Indirect loss or damage resulting from the event which caused the claim under this policy.
- **Engineer** – A tradesman appointed by the **administrator**.
- **Home** - The property situated in the United Kingdom, Channel Islands or Isle of Man, detailed on **your policy confirmation** where the **product** is located.
- **Manufacturer's warranty period** – All new **products** are covered by the manufacturer against mechanical / electrical failure, the duration of the manufacturer's warranty period may vary, you should ensure that **you** understand when the manufacturer's warranty period will end.
- **Mechanical/Electrical Breakdown** - The actual and sudden mechanical / electrical failure or breakdown which results in the sudden stoppage of the **products** normal functions and which necessitates repair to resume those functions or replacement.
- **Monthly Premium Payment(s)** – The agreed amount payable by **you** by Direct Debit each month in order that cover remains in force under the terms and conditions of this policy wording.
- **Period of insurance** - **Your** policy commences on the start date as shown on **your policy confirmation** and will continue until the date you cease to make **your monthly premium payments**
- **Product** - The appliances detailed on the **policy confirmation** installed within the **home** for domestic use.
- **Policy confirmation** - Contains details of **you** and the **product** covered by **your** policy.
- **Territorial Limits**: The United Kingdom of England, Wales, Scotland, Northern Ireland, the Channel Islands, or the Isle of Man
- **We / Us / Our / Insurer**- Acasta European Insurance Company Limited.
- **Wear and Tear** - The gradual deterioration associated with normal use and age of the **product** and its components.
- **You / Your**-The person named on the **policy confirmation**.

COVER PROVIDED

Your policy provides cover against **accidental damage** and **mechanical/ electrical breakdown** of the **product** identified on **your policy confirmation** within the **territorial limits** during the **period of insurance**.

The **accidental damage** section of **your** policy commences on the start date of **your** policy and will continue for the **period of insurance**.

Please note the **mechanical/ electrical** cover provided by **your** policy will commence on the expiry of the **manufacturer's warranty period** and continue for the **period of insurance**.

Repair:

Where the **administrator** appoints an **engineer** to repair **your product** we will cover:

- **Parts:** The cost of parts which have failed leading to the **mechanical/ electrical breakdown** of the product or which have suffered **accidental damage**.
- **Callout:** Charges for the attendance of an **engineer** to **your home** to undertake a repair of the **product**.
- **Labour:** The labour charges for the time the **engineer** takes to complete the repair.
- Where the **administrator** assesses the **product** is to be repaired away from the **home** we will cover;
- **Parts:** The cost of parts which have failed leading to the **mechanical/ electrical breakdown** of the **product** or which have suffered **accidental damage**
- Callout: **Charges for the product to be collected and returned to your home, where you are unavailable to take delivery of the returned product our liability will be limited to the delivery back to the couriers distribution centre.**
- **Labour:** The labour charges relating to the inspection of the product and any associated repair costs.

Replacement:

Where the **administrator** selects to replace **your product** and not complete a repair we will cover:

- **Replacement:** A replacement product of similar specification and functionality, up to and including the cost of the appliance which has suffered a **Mechanical/Electrical Breakdown**.
- **Carriage:** Courier charges for the **product** to be collected and returned to **your home, where you are unavailable to take delivery of the returned product our liability will be limited to the delivery back to the couriers distribution centre.**
- **Policy Transfer:** The transfer of **your** policy to the replacement product.

We do not cover:

1. A **mechanical/ electrical breakdown** that occurs during the **manufacturer's warranty** period;
2. A **mechanical electrical breakdown** where an **engineer** states the fault to be present prior to the commencement of cover provided under the policy or faults which were known to **you** prior to the commencement of cover under **your** policy;
3. Loss and / or damage to viewing cards, or digital information and / or television programmes saved on the hard drive of the **product**.
4. Cosmetic damage such as damage to exterior finish, food spoilage, dents, scratches, chipping, staining, rusting or corrosion of / or to the **Product**;
5. Consumable or auxiliary items e.g. batteries, scart leads or any accessories or peripherals that were not part of the original **product** or installation;
6. Damage to oven linings, glass doors, control knobs or fridge / freezer interior linings or door seals;
7. Where **you** request additional work to be completed or the replacement any parts that have not failed;
8. **Callout** charges where **you** are not at **home** when the **engineer** attends;
9. Carriage costs where **you** are not **home** following the first attempt of the collection of the product by the courier
10. Claims arising as a result of normal **wear and tear** (e.g. belts, fuses, seals);
11. Rectifying maladjustment or incorrect configuration or setting of the **product** e.g.
 - a) Manufacturer software update
 - b) **Product** set up when connecting an external device e.g. gaming console, external drives or similar devices
 - c) Incorrect installation of the **product**

Cover is provided subject to the terms, conditions and exclusions of **your** policy.

GENERAL EXCLUSIONS

The following exclusions apply to all sections of **your** policy.

- 1) Where **you** have failed to make a **monthly premium payment** in connection with **your** policy;
- 2) Damage which is stated by the engineer to be as a result of:
 - a) Deliberate damage or neglect of the **product**;
 - b) Damage caused by foreign objects or substances;
 - c) Failure to comply with the manufacturer's instructions for the care of the **product** or to comply with any routine service requirements;
- 3) A **product** installed in a commercial environment or where the level of use is deemed beyond normal domestic use.
- 4) Where the **product** is incorrectly installed or is installed in a garage, outbuilding or location identified as unsuitable for the **product** by the manufacturer of the **product**;
- 5) Loss or theft of the **product** and or peripherals;

- 6) Faults relating to the installation of the **product**.
- 7) **Mechanical electrical breakdown** which relates to a manufacturer recall;
- 8) Claims arising from the interruption, failure, disconnection or power surge in the power supply and / or subscription channels to **your home** however caused;
- 9) **Consequential loss** of any type e.g.
 - a) Property damage caused by the **product**.
 - b) Loss of viewing via a contracted service provider due to failure of the **product**.
- 10) Claims for any amount which exceeds the original cost of the product which has been the subject of a **Mechanical/Electrical Breakdown**
- 11) Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority, terrorism.
- 12) Any direct or indirect consequence of:
 - a) Irradiation, or contamination by nuclear material; or
 - b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - c) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

GENERAL CONDITIONS

1. Claims are only valid where authority has been issued by the **administrator** or their appointed **engineer**
2. The **administrator** will make reasonable attempts for an **engineer** to attend **your home** subject to the provision of service not being precluded by:
 - a) adverse weather conditions.
 - b) industrial disputes (official or not).
 - c) failure of the public transport system (including the road network) and repair thereto.
 - d) other circumstances preventing access to **your home** or otherwise making provision of cover impractical.
3. **We** shall be entitled to:
 - a) decline cover if, in **our** opinion, **your home** or main services have not been maintained in a safe or serviceable condition.
 - b) decide on the most appropriate means of providing cover, although **we** will take **your** wishes into account whenever possible.
4. **We** will arrange to supply and fit replacement parts or components where required and covered under your policy. **We** are not responsible for any inconvenience, loss or damage caused by delay in the supply of spare parts or components by manufacturers or their suppliers or agents.
5. Where the **product** is to be replaced **we** will replace it with a product of similar specification and functionality at the time of the breakdown, **we** reserve the right to provide a reconditioned product as full and final settlement under the policy.
6. If **you** or anyone else claiming under the policy makes a claim that is false or dishonest in any way, your policy will not be valid and **you** will lose all benefit of cover outlined under the policy.
7. If **you** move address then you must inform the **administrator** in writing or by phone.
8. **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:
 - a) supply accurate and complete answers to all the questions **we** or the **administrator** may ask as part of **your** application for cover under the policy;
 - b) to make sure that all information supplied as part of **your** application for cover is true and correct;
 - c) tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

CLAIMS PROCEDURE

Claims will only be considered if **your monthly premium payment** has been paid from the commencement of this insurance, up to and including the month in which the claim occurred and there are no outstanding payment defaults.

It is vital that under **your** policy in the event of a claim that **you** must contact the **administrator** by telephone on 03330436692. Please provide the **administrator** with as much information about what has happened as soon as possible. **You** should include;

1. **Your** policy number and details of the **product**.
2. Date of incident.
3. What appears to be at fault with the **product**.

The **administrator** will assess the nature of the incident and check if it is covered under **your** policy and if necessary arrange for the **product** to be repaired or replaced.

CHANGING YOUR MIND

We hope **you** are happy with the cover this policy provides, however, if after reading this policy it does not meet with **your** requirements or **you** have simply changed your mind please return the policy and policy confirmation to the **administrator** requesting cancellation, or telephone the **administrator** on 03330 436692 within 45 days of purchasing the cover and **we** will arrange to cancel your policy, cancellation is subject to no claims being recorded against the policy.

CHANGES TO YOUR POLICY

We have the right to change the terms of **your** policy and / or **monthly premium payment(s)**, by giving **you** not less than 60 days prior notice of the change taking effect.

CANCELLATION

Following the 45 day period in which **you** are able to change **your** mind and cancel the policy on the condition that no claims have been made or are pending **we** will refund any premium paid in full. Thereafter **you** may cancel the insurance cover at any time by informing the **administrator**. Cover will cease at the end of the month immediately prior to the cancellation being received by **us**, and for which a **monthly premium payment** was received by the **administrator**.

We are entitled to cancel **your** policy at any time by giving **you** not less than 60 days prior notice, except where you default on **your** monthly premium payment, in which case cover will cease with effect from the end of the month immediately before the date of the failed collection.

To cancel **your** policy please write to the **administrator** at: Cancellations, Pacifica Home Services Ltd, Pacifica House, The Venter Building, Rainton Business Park, Houghton le Spring DH4 5QY

COMPLAINTS PROCEDURE

It is **our** intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints procedure below.

In all correspondence please state your policy number and that **your** insurance is provided by Acasta European Insurance Company Limited and quote policy number.

The contact details are:

Customer Care Manager Pacifica Home Services.,
Pacifica House
The Venter Building
Rainton Business Park
Houghton-Le-Spring
DH4 5QY

Tel 03330 436696.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than 2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange Square,
London,
E14 9SR,
Tel: 0300 123 9 123

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

COMPENSATION SCHEME

Acasta European Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

DATA PROTECTION ACT (1998)

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Insurer

This Insurance is arranged by Pacifica Home Service Ltd, with Acasta European Insurance Company Limited, PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar (registered no. 96218) which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of **Our** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company on request.

Schedule of Cover

Section	What is Covered
Accidental Damage	We will pay the costs of repairing your tablet as a result of accidental damage. If we are unable to economically repair your tablet then, at our discretion, a replacement item will be provided by us.
Theft	We will replace your tablet with a replacement item if it is stolen.
Breakdown	If a breakdown of your tablet occurs outside of the manufacturer's guarantee or warranty period we will pay the repair costs. If we are unable to economically repair your tablet then, at our discretion, a replacement item will be provided by us.
Liquid Damage	We will repair or provide a replacement item for your tablet if it is damaged as a result of accidentally coming into contact with any liquid.

Please note, there are several exclusions / conditions applicable to this insurance, details of which can be found in your policy document.

Cancellation

We hope you are happy with the cover this policy provides. However, if after reading this policy this insurance does not meet with your requirements, please return it to the Administrator within 14 days of issue and we will refund your premium.

When you cancel your policy, we will confirm your cancellation in writing and the End Date of Your cover. As this is a monthly policy there will be no refund of premium due because you will have only paid for the cover you have received. If you cancel your policy we will not pay for any claim you did not send us prior to your cancellation.

The Insurer shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to the Insured at their last known address.

Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behavior
- d) Non-compliance with policy terms & conditions

Complaints Procedure

We realise that things can go wrong and there may be occasions when you feel that we have not provided the service you expected. When this happens we want to hear about it so we can try to put things right. If you have cause for complaint it is important you know we are committed to providing you with an exceptional level of service and customer care.

For complaints regarding the sale of your policy, please contact the administrator:

Pacifica Home Services Ltd, Pacifica House, The Venter Building, Rainton Business Park, Houghton le Spring DH4 5QY.

For complaints regarding a claim, please contact the claims administrator:

Trinity Claims, PO Box 569, Tonbridge, TN9 1LT, Email: customer.relations@trinitym.co.uk

In all correspondence please state that your insurance is provided by Acasta European Insurance Company Limited and quote your scheme reference.

Claims Procedure

You must:

1. Notify Trinity Claims, as soon as possible after any incident likely to result in a claim under this insurance:

Trinity Claims, PO Box 569, Tonbridge, TN9 1LT.
Tel: 02077851702, Email: gadget.claims@trinitym.co.uk

2. Report the Theft of Your Tablet to the police within 24 hours of discovery and obtain a crime reference number in relation to the Theft of the item;
3. If we replace Your Tablet the ownership of the damaged or stolen item is transferred to us once you have received the replacement item we have supplied. If the tablet You have claimed for is returned or found you must notify us and send it to us if we ask you to;
4. Before your claim can be approved, you must pay the Excess of £50.

Data Protection Act 1988

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Compensation Scheme

Acasta European Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

INTRODUCTION

This Insurance is arranged by Pacifica Home Services Ltd, and is underwritten by Acasta European Insurance Company Limited, PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar (registered no. 96218) which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of **Our** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company on request.

DEFINITIONS

The following words shall have the meanings given below wherever they appear in bold:

- **Accessories** - Means chargers, carrying cases, headphones and hands-free mounting kits, USB cables but excluding a SIM Card that were supplied with Your Electronic Equipment.
- **Accidental Damage** - The unintentional and unforeseen breakage or destruction of **Your Tablet**, with visible evidence of an external force being applied and which results in the **Tablet** being unusable.
- **Administrator** – Pacifica Home Services Ltd, Pacifica House, The Venter Building, Rainton Business Park, Houghton le Spring DH4 5QY
- **Breakdown** - The failure of any electrical or mechanical component in **Your Tablet** due to a sudden and unforeseen fault, which causes **Your Tablet** to stop working in the way the manufacturer intended and which requires repair or replacement before the **Tablet** can be used again.
- **Commencement Date** - The date **Your** cover begins with **Us**, as detailed in **Your** policy schedule.
- **Cosmetic Damage** - Any damage which is non-structural, For example, dents and marks, which does not affect the usage of the **Tablet**.
- **End date** - The date that all cover under **Your** policy will cease unless **You** advise **Us** that **You** wish to renew **Your** insurance with **Us**.
- **Excess** - The amount **You** will be required to pay towards each claim **You** make under this policy.
- **Immediate Family** - **Your** husband, wife, civil partner, partner, children or parents, who permanently live in **Your** home.
- **Loss** - Where the **Tablet** has been accidentally left by **You** in a location and **You** are permanently deprived of its use.
- **Period of Insurance** -The period of time between the **Commencement Date** and the **End Date** which is shown on **Your** policy schedule and that the policy will be in force for.
- **Proof of Purchase** - An original receipt and any other documentation required to prove **Your Tablet** was purchased from a UK VAT registered company and that it is owned by **You** - including the date of purchase, make, model, serial and IMEI number of **Your Tablet**, where applicable.
- **Reasonable Precautions** - You must not leave your property unattended if it is in a place where it is accessible to the general public. 'Unattended' means not visible to you and not within your arms' length reach. We will not pay any claims for property left unattended in publicly accessible places. You must act as though you are not insured.
- **Replacement Item** - An identical **Tablet** of the same age and condition or if not available, one of comparable specification or the equivalent value taking into account the age and condition of the original **Tablet**.
- **Tablet** - The item or items purchased and owned by **You**, as new and in full working order, from a VAT registered company and for which **you** hold **Proof of Purchase**, and that is insured by **Us** as detailed in **Your** policy schedule.
- **Terrorism** - Any act including but not limited to the use, or threat, of violence or force by any person or organisation involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.
- **Theft** - The unlawful taking of **Your Tablet** against **Your** will by another party, with the intent to permanently deprive **You** of that property, or burglary by forcible and violent entry, or the removal of **Your Tablet** by forcible and violent means against **Your** person. This also included pickpocketing.
- **Unattended** - Not within **Your** sight at all times and out of **Your** arms-length reach.
- **We, Us, Our, Insurer** – Acasta European Insurance Company Limited.
- **You, Your** - The insured person, who owns the specified **Tablet** as stated on **Your** policy schedule.

WHAT IS COVERED

In return for **Your** premium payment **We** will insure **Your Tablet** for the **Period of Insurance** as stated on **Your** policy schedule, subject to the terms and conditions in this document and any variations and amendments which have been confirmed in writing by **Us**. Please read **Your** policy carefully to ensure **You** understand the cover **We** are providing **You** and that **You** comply with **Our** terms and conditions.

BASIS OF COVER

A) Accidental Damage

We will pay the costs of repairing **Your Tablet** as a result of **Accidental Damage**. If **We** are unable to economically repair **Your Tablet** then, at **Our** discretion, a **Replacement Item** will be provided by **Us**.

In addition to claims excluded under the "What is Not Covered" section, **We** will not pay for **Accidental Damage** caused by:

1. deliberate damage or neglect of the **Tablet**;
2. failure on **Your** part to follow the manufacturer's instructions;
3. inspection, maintenance, routine servicing or cleaning.

B) Theft

We will replace **Your Tablet** with a **Replacement Item** if it is stolen.

In addition to claims excluded under the "What is Not Covered" section, **We** will not pay for **Theft**:

1. where the **Theft** has occurred from any motor vehicle where **You** or someone acting on **Your** behalf is not in the vehicle, unless the **Tablet** has been concealed in a locked boot, locked glove compartment or other locked internal compartment and all the vehicle's windows and doors were closed and locked and all security systems had been activated;
2. from any premises, building, land or vehicle unless force, resulting in damage to the building, premises or vehicle was used to gain entry or exit;
3. where the **Tablet** has been removed from **Your** control or the control of a member of **Your Immediate Family**
4. where the **Tablet** has been left **Unattended** when it is away from **Your** home;
5. where **Reasonable Precautions** have not been taken.

C) Breakdown

If a **Breakdown** of **Your Tablet** occurs outside of the manufacturer's guarantee or warranty period **We** will pay the repair costs. If **We** are unable to economically repair **Your Tablet** then, at **Our** discretion, a **Replacement Item** will be provided by **Us**.

We will not pay for any **Breakdown** claims excluded under the "What is Not Covered" section.

D) Liquid Damage

We will repair or provide a **Replacement Item** for **Your Tablet** if it is damaged as a result of accidentally coming into contact with any liquid.

We will not pay for any liquid damage claims excluded under the "What is Not Covered" section.

WHAT IS NOT COVERED

1. Repairs or any other costs for:
 - a. cleaning, inspection, routine servicing or maintenance;
 - b. damage arising from a manufacturer's defect or recall of the **Tablet**;
 - c. replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
 - d. any repairs carried out without prior authorisation from **Us**;
 - e. wear and tear to the **Tablet** and/or gradual deterioration of performance;
 - f. **Cosmetic Damage**.
2. Claims for **Loss** of the **Tablet**;
3. Any claim if the serial number, IMEI (international mobile equipment identity) or sim that has been tampered with in any way;

4. Any claim made, or any event causing the need for a claim to be made, that occurs within the first 14 days of the **Commencement Date**;
5. Any claim where the **Tablet** has not been used in the first 14 days after the **Commencement Date**;
6. Any expense incurred arising from not being able to use the **Tablet**, or any costs other than the repair or replacement costs of the **Tablet**;
7. **Accidental Damage, Theft, Breakdown** or liquid damage to **Accessories** of any kind.
8. Any **Breakdown** arising from the failure of any electrical or computer equipment, software, micro-controller, microchip, **Accessories** or associated equipment to correctly recognise and process any calendar date or time;
9. Reconnection costs or subscription fees of any kind;
10. Costs arising from the replacement of any personalised ring tones, graphics, downloaded material or software;
11. Items purchased from an on-line auction site;
12. Any costs for loss or damage to information or data or software contained in or stored on the **Tablet** whether arising as a result of a claim paid by this insurance or otherwise;
13. Any other costs that arise directly or indirectly from the event which led to **Your** claim unless specifically stated in this policy;
14. Liability of whatsoever nature arising from ownership or use of the **Tablet**, including any illness or injury resulting from it;
15. Value Added Tax (VAT) where **You** are registered with HM Revenue & Customs for VAT;
16. Claims arising from **Terrorism, war, invasion, acts of foreign enemies, hostilities** whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority;
17. Claims arising from damage or destruction caused by, contributed to or arising from (i) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof;
18. Claims arising from damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
19. Claims for any **Tablet** used in connection with **Your** profession or trade.

POLICY CONDITIONS AND LIMITATIONS

1. Cover is limited to one claim per insured peril (Sections A, B, C and D) during any 12 month period and within the **Period of Insurance**.
2. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.
3. This insurance only covers **Tablets** bought and used in the UK, the Isle of Man and the Channel Islands. Cover includes the use of the **Tablet** anywhere in the world up to a maximum of 90 days in total, in any single 12 month period. Any repairs or replacements must be carried out in the UK by repairers or retailers approved by **Us**.
4. All items must have been purchased as new from a UK VAT registered company and must be in full working order at the **Commencement Date** of this policy;
5. **You** must provide **Us** with any receipts, **Proof of Purchase** or documents to support **Your** claim that are reasonable for **Us** to request. All **Proof of Purchase** must include the make, model and serial number of the **Tablet** and must be in **Your** name. If **We** do not receive the documents **We** have requested from **You** or if any documents submitted by **You** are not acceptable to **Us**, it may delay **Your** claim or **We** may decline to pay **Your** claim.
6. **We** may decide to change the terms and conditions of **Your** policy and or **Your** premium. **We** will give **You** 30 days written notice of any change **We** intend to make. Only changes formally made by **Us** and advised to **You** in writing are accepted as terms under this policy; no other parties have any jurisdiction to change or agree any different terms. In the event of any claim **You** are responsible for the payment of any outstanding premium for that policy **Period of Insurance**.
7. **We** may cancel **Your** policy at any time by giving **You** 30 days' notice in writing by writing to **You** at **Your** last known address.
8. **You** must take all **Reasonable Precautions** to prevent any damage to **Your Tablet**.
9. You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:
 - a) supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy;
 - b) to make sure that all information supplied as part of your application for cover is true and correct;
 - c) tell us of any changes to the answers you have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that your policy is invalid and that it does not operate in the event of a claim.

10. If the direct debit premium payment is cancelled or unsuccessful at any given point, no benefits under this policy shall be due whatsoever.
11. **We** will process **Your** claim under the terms and conditions of this insurance based on the first reason notified to **Us** for the claim. Please note that it may be necessary for **Us** to contact **Your** Airtime Provider in order to validate **Your** claim.
12. This cover is limited to one replacement per insured item per **Period of Insurance**.
13. Cover for **Your Tablet** applies to **You** as the person who purchased the policy and **Your Immediate Family**.
14. The benefits of this policy cannot be transferred to someone else or to any other **Tablet** without **Our** written permission.

HOW TO CLAIM

You must:

1. Notify Trinity Claims, as soon as possible after any incident likely result in a claim under this insurance:

Trinity Claims, PO Box 569, Tonbridge, TN9 1LT, Tel: 0207 7851702, Email: gadget.claims@trinitym.co.uk
2. Report the **Theft of Your Tablet** to the police within 24 hours of discovery and obtain a crime reference number in relation to the **Theft** of the item;
3. If **We** replace **Your Tablet** the ownership of the damaged or stolen item is transferred to **Us** once **You** have received the **Replacement Item We** have supplied. If the **Tablet You** have claimed for is returned or found **You** must notify **Us** and send it to **Us** if **We** ask **You** to;
4. Before **Your** claim can be settled, **You** must pay the **Excess** of £50.

CANCELLATION

We hope **You** are happy with the cover this policy provides. However, if after reading this policy this insurance does not meet with **Your** requirements, please contact the **Administrator** within 14 days of issue and **We** will refund **Your** premium.

When **You** cancel your policy, **We** will confirm **Your** cancellation in writing and the **End Date** of **Your** cover. As this is a monthly policy there will be no refund of premium due because **You** will have only paid for the cover **You** have received. If **You** cancel **Your** policy **We** will not pay for any claim **You** did not send **Us** prior to **Your** cancellation.

The **Insurer** shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to the **Insured** at their last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms & conditions

COMPLAINTS PROCEDURE

We realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens **We** want to hear about it so **We** can try to put things right. If **You** have cause for complaint it is important **You** know **We** are committed to providing **You** with an exceptional level of service and customer care.

For complaints regarding the sale of **Your** policy, please contact the **administrator**:
Pacifica Home Services Ltd Pacifica House, The Venter Building, Rainton Business Park, Houghton le Spring DH4 5QY

For complaints regarding a claim, please contact the claims administrator:
Trinity Claims, PO Box 569, Tonbridge, TN9 1LT, Email: customer.relations@trinitym.co.uk

In all correspondence please state that **Your** insurance is provided by Acasta European Insurance Company Limited and quote **Your** scheme reference.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange Square,
London,
E14 9SR,
Tel: 0300 123 9 123
Web: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

COMPENSATION SCHEME

Acasta European Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

IMPORTANT NOTICE TO CUSTOMERS

If **You** or anyone acting on **Your** behalf makes a false or fraudulent claim or supports a claim by way of false or fraudulent document(s), device or statement, then this policy shall be void and **You** will forfeit all rights under the policy. In these circumstances, **We** reserve the right to retain the premium **You** have paid and to recover any sums **We** have paid by way of benefit under the policy. **We** may also pass **Your** details to the police. The terms and conditions of this insurance policy do not affect **Your** statutory rights relating to faulty or mis-described goods. For further information about **Your** statutory rights, please contact **Your** local authority Trading Standards Department or the Citizens Advice Bureau.

DATA PROTECTION 1988

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.