

Appliance Insurance

Terms and Conditions



Contact

If you have any questions regarding the terms and conditions, please contact us using the details below:



Claims
03333 449 247



Phone
03333 449 669



Email
enquiries@smart-sure.com



Post
Smart-Sure Limited, AGF House,
1st Floor, 3-5 Rickmansworth Road,
Watford, WD18 0GX

INTRODUCTION

This Insurance Policy has been arranged for you and is administered by Smart-Sure Ltd, whose offices are situated at 3-5 Rickmansworth Road, Watford, WD18 0GX. Smart-Sure Ltd. is an appointed Representative of Asurit Ltd which is authorised and regulated by the UK Financial Conduct Authority under FRN 314346. Any questions, claims or complaints regarding this policy should initially be sent to Smart-Sure Ltd.

DEFINITIONS

The below highlighted phrases/wording have the same meaning throughout this document.

Accidental Damage means physical damage as a result of a sudden and unforeseen cause which stops the **Equipment** working, as per manufacturer's specification.

Administrator, Our, We or Us means Smart-Sure Ltd, 1st Floor, 3-5 Rickmansworth Road, Watford, WD18 0GX.

American Style Fridge Freezer means a fridge freezer which is wider than the standard 60cm kitchen unit width and has 2 doors or more or any retro style freezer.

Authorised Engineer means an industry expert who is qualified to repair faults with the **Equipment** and is authorised by **Us**, after which the expert is capable of providing VAT invoices.

Breakdown means mechanical or electrical fault which stops the **Equipment** from working properly, as per manufacturer's specification.

Certificate of Insurance means the document which is issued by Us as evidence of cover and forms part of this policy.

Claims Administrator: means City & Commercial Insurance Company PCC Limited re Smart-Sure Insurance Cell, 3rd Floor, One Cornet Street, St. Peter Port, Guernsey GY1 1BZ.

Equipment, Item means **Your Equipment** as shown on **Your Certificate of Insurance**.

Insurer means City & Commercial Insurance PCC Limited re Smart-Sure Insurance Cell, 3rd Floor, One Cornet Street, St. Peter Port, Guernsey GY1 1BZ, authorised by the Guernsey Financial Services Commission (GFSC). GFSC Reference: 54692. Details of registration can be checked using the link:

<https://www.gfsc.gg/commission/regulated-entities/54692>.

Period of Cover means the period during which this policy is in force as shown on **Your Certificate of Insurance**.

Premium means the monies **You** have agreed to pay for this policy as shown on **Your Certificate of Insurance**.

Relocation includes repositioning within or movements outside of **Your** registered property.

Start Date means the date this policy commences as shown on **Your Certificate of Insurance**.

Verification where requested, means the provision of proof, for example photographs and/or proof of purchase, to confirm that the insured item is undamaged and functional at the time that the application is made through any channel.

You, Your, Policy Holder or Insured means the party set out on **Your Certificate of Insurance** who is entitled to cover under this policy.

PERIOD OF COVER

For Monthly Premium Payment, it is one calendar month from the **Start Date** shown on **Your Certificate of Insurance** and thereafter for each consecutive corresponding monthly period.

For Annual Policies, it is 12-months from the **Start Date** shown on **Your Certificate of Insurance**.

WHAT IS INSURED

Regardless of the warranty status of Your Equipment, You are able to make a claim under this Policy for losses up to the declared value of the **Item** or £500 per claim, (including call out fees, repairs, replacements and VAT), whichever is the lower, subject to the below exclusions and limitations. This insurance policy does not

have a cash value. **We** will adjust, replace or repair the **Equipment** during the **Period of Cover** in case **Your Equipment** suffers any **Accidental Damage*** or **Breakdown**, during the **Period of Cover**. Replacements are on a like for like basis which may result in appearance/cosmetic differences and are at least Grade A quality. **Please note, there is no limit on the number of claims You can make under this policy.**

*** Note: Accidental Damage to TVs will be covered only if its mentioned on the policy schedule.**

We validate all policies to ensure that all **Our** customers have, and receive, the appropriate levels of protection. To do this, **We** may request evidence proving that the Item is in full working order. If **We** have requested this and do not receive it prior to a claim being made, **We** may consider the fault, or damage, to have been pre-existing and reject the claim.

You are obliged to inform us of any material fact that affects the risks we insure. If you are in any doubt whether a fact is material, you should disclose it.

HOW TO MAKE A CLAIM UNDER THIS POLICY

If **You** experience any issues with **Your Equipment** during the **Period of Cover**, **You** should initially call **Our** helpline on 03333 449 669. **You** may also contact **Us** via e-mail on enquiries@smart-sure.com or via **Our** website www.smart-sure.com. **Our** helpline is open 6 days a week, 10am to 7pm Monday to Friday and 10am to 4pm Saturday excluding UK public holidays. In order to deal with **Your** claim fairly and promptly, **We** may require **You** to complete and return a claim form which will be provided. The consideration of **Your** claim may be delayed pending receipt of the requested information.

Please note, You can only make a claim under this policy if all due Premiums are paid and the date on which You are making the claim falls between the Start Date and end date of Your policy. At the point of making a claim, the remaining **Premium** balance, for the year, becomes due. In certain cases, **We** may request for further evidence to support **Your** claim. This may include but not limited to proof of ownership, identity and residence as well as photographic evidence to investigate the damage.

TECHNICAL SUPPORT

In the first instance, **We** will try to resolve the issues **You** are having with **Your Equipment** through **Our** helpline. **Our** trained technical support team will be able to run basic diagnostics in order to try to have **Your** system up and running straight away.

If **We** are unable to resolve the matter over the phone, **We** will send an engineer to **You** to repair **Your Equipment**. **You** must always use **Our** approved engineer. When **We** are unable to provide an engineer, **We** may agree for **You** to arrange an engineer to repair the fault. In such unlikely cases, **You** will need to pay for the repair which **We** will reimburse **You** within 5-10 working days from the date **We** receive and validate the invoice. Please note, in such cases, prior to any work being undertaken by **Your** engineer (s)he must contact **Our** technical helpline for an authorisation code. **Without this the invoice will not be accepted.** **Our** engineers are available for call outs 9am to 7pm Monday to Friday, and 10am – 5pm Saturday and Sunday excluding UK public holidays. In the event that **Your Equipment** cannot be repaired **We** will provide **You** with a replacement. Such replacement is like-for-like, Grade A refurbished **Item**. In the unlikely event where **We** cannot replace **Your Equipment**, **We** will provide **You** with a voucher/cheque which **You** will be able to redeem. **Where We replace Your product, it will remain Your responsibility to install the replacement Item and dispose of the old Equipment.**

POLICY LIMITS

Maximum coverage

Subject to the terms below, **You** are able to make a claim under this policy for losses up to the declared value of the **Item** or the maximum claim limit, whichever is lower.

During the first 45 days of Your policy

For any **Item** identified on **Your Certificate of Insurance**, **You** are able to make a claim under this policy for losses up to the value of £500 during **Your** first claim and up to £250 for any subsequent claims, unless a lower limit is specified.

The first event resulting in a claim reported to **Us** within the first 45 days of **Your** policy, will be subject to £250 excess fee. Any subsequent events resulting in claims reported to **Us** within the first 45 days of **Your** policy, will be subject to a £125 excess fee.

For satellite policies only: the £250 excess fee, and subsequent £125 excess fees, are not applicable.

However, if **You** make a claim within the first 21 days of **Your** policy, depending on the fault, there may be an excess charge of £60. We will notify **You** in advance if this is the case.

After the first 45 days of Your policy

You will be able to make a claim for losses up to the value of £500 per claim. Please note, after the first 45 days there is no excess charge payable for **Items** under 6 years old. **Items** over the age of 6 years will be subject to a £40 excess fee for each claim.

American Style Fridge Freezer policies only: any event resulting in a claim reported to us within the first six months of **Your** policy will be subject to a £250 excess fee. After the first six months of **Your** policy there is no excess charge payable for **American Style Fridge Freezers** under 6 years old. **American Style Fridge Freezers** over the age of 6 years will be subject to a £40 excess fee for each claim.

Note: for policies where We have requested Verification, the first 45 days of Your policy is counted from the date on which We receive all of the required information as specified in the Verification letter.

PAYMENT OF PREMIUM

Premium will be collected as a Card Payment/Direct Debit and will show as Smart-Sure on **Your** Bank statement. Should **Your** regular **Premium** payment fail, **We** will re-attempt to process it immediately thereafter. In case **Your Premium** payment fails again, **We** will notify **You** in writing of the further failed payment and what **You** need to do to bring **Your** payments up to date. Please note that failed payments may incur bank charges.

WHAT IS NOT INSURED

The following are excluded from the cover provided under this policy

1. If not mentioned on the policy schedule, **Accidental Damage** to TVs.
2. Repairs or replacements where such faults are covered under any other insurance policy (enforced or not);
3. Where the **Equipment** has been recalled by the manufacturer;
4. Faults which are due to a generic manufacturing defect;
5. Faults which arise from **Your Equipment** being modified in a manner which is not authorised by the manufacturer including but not limited to any upgrade or the addition of non-approved accessories;
6. Faults resulting from **You** failing to follow the operating instructions of **Your Equipment**;
7. Any claim where **You** use the **Equipment** for a non-domestic purpose or in a commercial environment, unless it is permitted on **Your Certificate of Insurance**;
8. Any fault or damage which has been caused, directly or indirectly, by faults with the domestic supply of electricity and/or gas and/or water;
9. Any fault or damage caused by any theft, attempted theft, malicious damage or damage caused by fire or explosion.
10. Repairs for faults relating to a reduction in image retention on LCD, LED, plasma or projection TV screens; pixilation, gas discharge, re-gassing or image burn on any surface or screen. Pixilation means the failure of a Liquid Crystal Screen (LCD), Light-Emitting Diode screen (LED) or Plasma screen pixel to react to the signal applied to it.

11. Faults or damage resulting from a software virus, the configuration of user settings, the backing up or recovery of data, the loss, corruption or damage of/to data or the operating system of the **Equipment**.
12. Faults, damages or accidents caused by any unauthorised third party or engineer.
13. **Relocation** or upgrade of any **Items** (software or physical) and damages arising thereof (unless approved and authorised by **Us** or/and is done in line with the manufacturer's specification). Prior to moving **Your** insured **Item** do ensure that **You** receive written confirmation, from **Us**, so that **We** can confirm coverage for the **Relocation**.

14. **Items** over the age of ten years.

15. Pre-owned or second-hand **Items** will not be covered unless they have been bought from one of **Our** approved suppliers.

16. Any direct or indirect cost resulting from alterations required to install integrated appliances.

17. Faults or damage arising from sludge or hard water scale deposits.

18. Faults or damage arising from the build-up of debris, e.g. dust or lint.

*Where an engineer is sent to repair **Your Equipment**, **You** will be liable to pay for the reasonable call out costs where no fault is found with **Your Equipment**, or the identified fault is one that is not covered under the insurance policy. If the engineer is denied reasonable and safe access to **Your** property and/or the **Item** concerned, **You** will be liable for all the call out costs.*

The policy does not cover the following:

1. Routine maintenance, cleaning and servicing;
2. Rust/corrosion or wear and tear and faults or damage resulting therefrom;
3. Rust or corrosion damage to the mini-dish and the low-noise block downconverter (LNB);
4. Work which **You** require to take place outside of **Our** engineer's normal working hours;
5. **Equipment** which has to be repaired outside of the United Kingdom, Isle of Man, Channel Islands and Northern Ireland;
6. Any costs which are incurred as a result of not being able to use **Your Equipment**;
7. Any damage to property or personal injury;
8. Any costs which do not result from the event giving rise to a claim;
9. **We** will not reimburse direct or indirect costs associated with replacements that **We** have not authorised.
10. The replacement of any **Item** which is intended to be replaceable such as fuses and batteries;
11. Cosmetic damage which does not affect the use of **Your Equipment**;
12. **Equipment** and/or connected cables which has not been installed properly or is not a standard installation;
13. **Equipment** which was not working in accordance with the manufacturer's specification before the policy was taken out, including pre-existing fault.
14. Costs of rearranging missed appointments with couriers/engineers;
15. Any repairs not carried out by one of **Our** approved engineers and repairs/attempted repairs which **We** have not authorised;
16. Any upgrade work or upgrades/modification, **Relocation** of **Items** (or part of **Items**) or faults arising thereof.
17. Loss or damage to interactive or viewing cards;
18. Delivery and/or installation of replacement **Items** or removal of the **Item(s)** to be replaced.
19. **Relocation** or upgrade of any **Items** (software or physical) and damages arising thereof (unless approved and authorised by **Us** and/or is done in line with the manufacturers specification). **Relocation** includes movements within or outside of **Your** registered property. Prior to moving **Your** insured **Item** do ensure that **You** receive written confirmation so that **We** can confirm coverage for the **Relocation**.

- 20. Any faults or damage occurred prior to the inception of the policy.
- 21. Loss of programs/recordings saved to the hard drive of **Your Equipment**;
- 22. For satellite policies: components of an integrated digital television;
- 23. Faults in the broadband connection.
- 24. Damages or **Breakdown** of the **Equipment** which was caused or contributed to by un-authorized third party/engineer.

We will not provide services under this Policy if We are prevented from doing so as a result of an unusual or unforeseeable event or circumstance beyond Our reasonable control ('Force Majeure'). This would include, but is not limited to, war, threat of war, riot, civil disturbance or strife, terrorist activity (actual or threatened), industrial dispute, natural or nuclear disaster, fire, flood, drought, major adverse weather conditions, levels of water in rivers and Acts of God.

We will not provide services under this Policy where Your claim arises from or is related to or is associated with; an actual or likely epidemic or pandemic; or the threat of an epidemic or pandemic.

FRAUD

The **Insured** must not act in a fraudulent way. If the **Insured** or anyone acting for the **Insured** or the user:

- makes a claim under the insurance knowing the claim to be false or exaggerated in any way; or
- makes a statement in support of a claim knowing the statement to be false in any way; or
- sends **Us** or the **Administrator** any documentation in support of a claim knowing the documentation to be forged or false in any way; or
- makes a claim for any loss caused by the **Insured's** deliberate act or with the **Insured's** agreement; then the **Insurer**:
 - o will not pay the claim or any other claim which has been or will be made under this insurance policy;
 - o may declare the insurance void;
 - o will be entitled to recover from the **Insured** the amount of any claim already paid under the insurance;
 - o will not return any of the **Premiums**;
 - o may pass **Your** details to the authorities should it become necessary for investigative purposes.

We reserve the right to terminate the policy when We identify any false information You provided or if fraudulent claim is established.

CANCELLING THIS INSURANCE POLICY

You may cancel this policy at any time by contacting **Us**, on the contact details below, in writing.

Cancellation requests must give 14 days advance notice during which time any due payments will be collected. Please quote the policy number shown in the **Certificate of Insurance** when cancelling. All policy documents and the **Certificate of Insurance** must be returned with the cancellation request.

You must inform Us of Your intention to cancel the policy prior to informing Your bank.

- A.** Should **You** choose to cancel the policy within 21 days of receiving the policy documents or the **Start Date** of **Your** policy (whichever is later), **You** will receive a full refund of any **Premiums** paid and the cancellation will be effective immediate.
- B.** This Policy will be cancelled on request once any outstanding payments have been received.

If **You** have made a claim during the policy period, **We** reserve the right to deduct the cost of that claim from any refund of **Premium** which is due to **You**. **We** will tell **You** if **We** are making this deduction.

After 21 days, upon cancellation, **You** will not be charged any more Monthly/Quarterly **Premium** amounts and **You** will not receive a refund of any **Premium** **You** have paid to **Us**.

For annual policies, **You** will be entitled to a pro-rata return of **Premium** for the number of complete unexpired months remaining of **Your** policy less an administration fee of £15. **You** will not be entitled to a pro-rata refund if a claim or an incident that may give rise to a claim has occurred.

To process a cancellation request **You** can contact **Us** at;

Smart-Sure LTD, 1st Floor, 3-5 Rickmansworth Road, Watford, WD18 0GX

Telephone: 03333 449 669

Email: enquiries@smart-sure.com

RENEWAL

For annual policies, **We** will contact **You** at least 21 days before this policy is due for renewal to notify **You** that this policy will automatically renew, unless **We** are informed otherwise. If **You** do not ask **Us** to cancel this policy, **We** will take a payment for the renewal **Premium**, as detailed in the renewal correspondence **We** send **You**.

For monthly and quarterly policies, **Your** insurance contract remains in force until **We** receive **Your** cancellation request.

GENERAL INFORMATION

Insurer Information

This policy is underwritten by City & Commercial Insurance PCC Limited re Smart-Sure Insurance Cell a company licensed and regulated in Guernsey by the Guernsey Financial Services Commission (GFSC), reference number: 54692. City & Commercial Insurance PCC Limited re Smart-Sure Insurance Cell was established in 1993 and is authorised to carry out general insurance business. City & Commercial Insurance PCC Limited re Smart-Sure Insurance Cell is based at 3rd Floor, One Cornet Street, St. Peter Port, Guernsey GY1 1BZ.

Policy Administrator: This policy is administered by Smart-Sure Ltd – Company number 07761666, an appointed representative of Asurit Ltd, Financial Conduct Authority (FCA) Number: 314346. This information can be checked by visiting the FCA's website. Asurit Ltd is registered in England: Company number: 2814889. Asurit Ltd, Ashley Court, 32 Main Street, Ashley, Market Harborough, LE16 8HF. Tel: 03333 449 119.

The Financial Services Compensation Scheme (FSCS)

Asurit Ltd is covered by the FSCS. You may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Full details are available from the FSCS at www.fscs.org.uk

It should be noted that City & Commercial Insurance PCC Limited re Smart-Sure Insurance Cell is not a member of the FSCS and therefore is not covered by this scheme.

Please note: It should be noted that the **Policy Administrator** and the **Insurer** share common beneficial ownership.

COMPLAINT PROCEDURE

If **You** are dissatisfied with the service, **You** are provided by **Us** in relation to the administration or sale of **Your** policy please contact **Us** using the details below quoting **Your** policy number.

Smart Sure Ltd, 1st Floor, AGF House, 3-5 Rickmansworth Road, Watford, WD18 0GX

Telephone: 03333 449 669

Email: enquiries@smart-sure.com

If **You** are dissatisfied with the response **You** receive in relation to **Your** complaint or **Your** complaint is not resolved within 8 weeks, **You** have the right to refer **Your** complaint to the Financial Ombudsman Service.

You may contact the Financial Ombudsman at:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234 567 (free for people phoning from a fixed line) or 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

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

If **Your** complaint relates to the policy coverage or how a claim has been handled **You** should refer **Your** complaint to City & Commercial Insurance PCC Limited re Smart-Sure Insurance Cell using the contact details below, quoting **Your** policy number.

The Compliance Director, City & Commercial Insurance PCC Limited re Smart-Sure Insurance Cell, 3rd Floor, One Cornet Street, St. Peter Port, Guernsey GY1 1BZ.

If **You** are dissatisfied with the response **You** receive in relation to **Your** complaint or **Your** complaint is not resolved within 8 weeks, **You** have the right to refer **Your** complaint to the

Channel Islands Financial Ombudsman (CIFO), PO Box114, Jersey, Channel Islands, JE4 9QG.

Telephone: 01534 748610

Email: enquiries@ci-fo.org

Website: www.ci-fo.org

DATA PROTECTION

*Please read this notice as it explains the purposes for which the **Insurer**, Asurit Ltd or **We** will use **Your** personal information.*

Each of the **Insurer**, Asurit Ltd and **Us** are data controllers (as defined in the Data Protection Act 2018) of the personal information each of them collects about **You** in connection with this policy.

Your personal information will be used for the following purposes:

- (a) For administration of this policy including, but not limited to, underwriting, administration and claims handling;
- (b) To communicate with **You** in connection with this policy;
- (c) For internal analysis and research;
- (d) To comply with legal and regulatory requirements;
- (e) To help prevent, detect or deal with crime or fraud.

Each of the **Insurer**, Asurit Ltd and **Us** use agents and service providers to collect, hold and process on its behalf **Your** personal information for the purposes set out in this policy. These agents and service providers act on the **Insurer's**, Asurit Ltd's or **Our** instructions (as applicable) and will only use information as the **Insurer**, Asurit Ltd or **We** tell them to. Smart Cover Insurance may also need to transfer **Your** personal data to third parties in countries outside the European Economic Area in confidence.

The **Insurer**, Asurit Ltd and **We** may disclose **Your** personal information to third parties (including to the police, other governmental bodies and other insurers) as required by law or if the **Insurer**, Asurit Ltd or **We** think the disclosure may help to prevent, detect and deal with crime or fraud.

In compliance with the Data Protection Act 2018, **You** have the right to ask for a copy of the information the **Insurer**, Asurit Ltd or **We** hold about **You**. If **You** find at any time that any of the information the **Insurer**, Asurit Ltd or **We** hold about **You** is incorrect then **You** should promptly notify the **Insurer**, Asurit Ltd or **Us** and the **Insurer**, Asurit Ltd or **We** (as appropriate) will correct the inaccuracy.

You can contact the **Insurer**, Asurit Ltd or **Us** about privacy issues or comment or complain about the **Insurer's**, Asurit Ltd's or **Our** privacy practices.

Where **Our** use of **Your** personal information is based upon **Your** consent, **You** have the right to withdraw such consent at any time by contacting **Us**. Further information concerning **Your** rights and **Our** responsibilities can be found within **Our** Privacy Notice published on the website. Alternatively, **You** can request a printed version by contacting **Us**.

ALTERATION AND ASSIGNMENT

You are not permitted to assign to another person(s) or change in any way the rights under this Policy without the written consent of the **Insurer** or its agent, acting on its behalf.

CHANGES THAT YOU NEED TO INFORM US ABOUT

You will need to notify **Us** via telephone, email or in writing when the following occurs;

1. 14 Days prior to a change of address;
2. Any change to Your circumstances and/or the use of **Your** insured **Item**;
3. If **You** choose to dispose the insured **Item**;
4. Prior to the **Relocation** of the insured **Item**;
5. Change of ownership of the insured **Item**;
6. Any modifications or upgrades to **Your** insured **Item**.

EXCLUSION OF THIRD PARTY RIGHTS

Nothing in this Policy is intended to confer a directly enforceable benefit on any other party and therefore the provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply.

GOVERNING LAW

This Policy, and any dispute concerning its interpretation, is governed by the laws of England and Wales and the jurisdiction of the English Courts will apply. **We** will communicate in English.



Contact

If you have any questions regarding the terms and conditions, Please contact us

Post

Smart-Sure Limited, AGF House,
1st Floor, 3-5 Rickmansworth Road,
Watford, WD18 0GX

Phone

03333 449 669

Claims

03333 449 247

Email

enquiries@smart-sure.com