smartsure

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
3rd Floor, 21 Station Road
Watford, WD17 1AP

INTRODUCTION

This Insurance Policy has been arranged for you and is administered by Smart Sure Ltd, whose offices are situated at 3rd Floor, 21 Station Road, Watford, WD17 1AP. Smart Sure Ltd. is an appointed Representative of City and Commercial Limited which is authorized 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, 3rd Floor, 21 Station Road, Watford, WD17 1AP.
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.
Authorized Engineer means an industry expert who is qualified to repair faults with the **Equipment** and is authorized 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 Cover 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 Company (PCC) Limited re Smart Cover Insurance Cell, 3rd Floor, One Cornet Street, St. Peter Port, Guernsey, GY1 1BZ, authorized 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.
Replacement: Any replacement item provided will be (at our discretion) one of the following: new,

remanufactured or refurbished. All replacements will be of the same or similar technical specification as your original Item. We cannot guarantee that a replacement will be the same make, model, or color as your original Item. Any remanufactured or refurbished replacement will be of at least Grade A quality and can continue to be insured by Us.
Remanufactured replacements: A remanufactured item is one which has been rebuilt to the same or similar specification of the original Item using a combination of reused, repaired and new parts.
Refurbished replacements: A refurbished item is one which may be either used or unused or it may be a defective item that was returned under warranty, repaired and retested for functionality by the original manufacturer, and then resold.

PERIOD OF COVER

A period of 12 months from the commencement date, or where you have chosen to pay monthly, a period of one month from the commencement date upon receipt of your monthly premium.

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 maximum claim limit of £500 per claim (including the cost of call out fees, cost of repairs, cost of Replacements and VAT). If an item requires replacing, in accordance with the Policy Limits section below, We will contribute up to the declared value of your Item towards the Replacement, bearing in mind the maximum claim limit explained above. 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. **Please note, there is no limit on the number of claims You can make under this policy.**
*** Note: : Accidental Damage to TVs will only be covered if it is 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 authorization code. **Without this the invoice will not be accepted**. Engineers arranged by Us are generally available for call outs, subject to availability and by pre-arranged appointment, 9am to 6pm Monday to Friday, 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, for any Item identified on Your Certificate of Insurance, 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
Please note: For any event within the first 45 days of the policy which results in a claim (even if the claim application is made after the first 45 days of the policy) will be subject to a £250 excess fee.
After the first 45 days of Your policy
Please note: After the first 45 days of your policy, for any event which results in a claim 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.
For American Style Fridge Freezer policies only: For any event within the first six months of the policy which results in a claim (even if the claim application is made after the first six months of the policy) will be subject to a £250 excess fee. After the first six months of your policy, for any event which results in a claim 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.

For satellite policies only: the standard claims excess fees are not applicable. However, if You make a claim within the first 14 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.

PAYMENT OF PREMIUM

Premium will be collected by a Card Payment or Direct Debit and will show as Smart Cover 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. Please note, You can only make a claim under this policy if all due Premiums are paid.

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 unauthorized third party or engineer.
13. Relocation or upgrade of any Items (software or physical) and damages arising thereof (unless approved and authorized 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. Pre-owned or second-hand **Items** will not be covered unless they have been bought from one of Our approved suppliers.
15. Any direct or indirect cost resulting from alterations required to install integrated appliances.
16. Faults or damage arising from sludge or hard water scale deposits.
17. 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; Rust or corrosion damage to the mini-dish and the LNB;
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 authorized.
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 authorized;
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 authorized 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 **Relocatio**n.
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.
25. Breakages to Integrated water or ice makers/dispensers (plumbed or non-plumbed) where the breakage does not affect the normal working condition of the appliance.
26. Breakages to salad drawers and/or shelving of a refrigerator, freezer or fridge freezer which does not affect the integrity or normal working condition of the appliance.
27. Accidental damage to display screens which does not affect the normal working of the appliance. (Accidental damage is already an exclusion for Televisions, PC Monitors and Gaming Monitors)
28. Damaged appliances caused by or likely to be caused by pests (rodents, insects, etc) in the opinion of our Authorized 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**:
    - will not pay the claim or any other claim which has been or will be made under this insurance policy;
    - may declare the insurance void;
    - will be entitled to recover from the **Insured** the amount of any claim already paid under the insurance;
    - will not return any of the **Premiums**;
    - 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 14 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 14 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 £25. 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, 3rd Floor, 21 Station Road, Watford, WD17 1AP
Telephone: 03333 449 669
Email: enquiries@smart-sure.com

RENEWAL

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. Unless You ask Us not to renew Your policy, We will take a payment for the renewal Premium, as detailed in the renewal correspondence We send You. For monthly and quarterly paid policies, once Your policy renews your payments will continue to be taken at the same frequency as previously agreed and your insurance contract remains in force until We receive Your cancellation request.

GENERAL INFORMATION

Insurer Information
This policy is underwritten by City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell, a company licensed and regulated in Guernsey by the Guernsey Financial Services Commission (GFSC), reference number: 54692. City & Commercial Insurance Company (PCC) Limited re

Smart Cover Insurance Cell was established in 1993 and is authorized to carry out general insurance business. City & Commercial Insurance Company (PCC) Limited re Smart Cover 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 – Company number 07761666, an appointed representative of City and Commercial Limited, Financial Conduct Authority (FCA) Number: 314346. This information can be checked by visiting the FCA's website. City and Commercial Limited is registered in England: Company number: 2814889. City and Commercial Limited, Ashley Court, 32 Main Street, Ashley, Market Harborough, LE16 8HF. Tel: 03333 449 119.

The Financial Services Compensation Scheme (FSCS)
City and Commercial Limited 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 Company (PCC) Limited re Smart Cover 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, 3rd Floor, 21 Station Road, Watford, WD17 1AP
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, 1 Harbour Exchange Square, 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 Company (PCC) Limited re Smart Cover Insurance Cell using the contact details below, quoting **Your** policy number.
The Compliance Director, City & Commercial Insurance Company (PCC) Limited re Smart Cover 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,** City and Commercial Limited or **We** will use **Your** personal information.
Each of the **Insurer**, City and Commercial Limited 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,** City and Commercial Limited 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**, City and Commercial Limited or **Our** instructions (as applicable) and will only use information as the **Insurer**, City and Commercial Limited or **We** tell them to. Smart Sure Insurance may also need to transfer **Your** personal data to third parties in countries outside the European Economic Area in confidence.
The **Insurer**, City and Commercial Limited 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**, City and Commercial Limited 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**, City and Commercial Limited or **We** hold about **You**. If **You** find at any time that any of the information the Insurer, City and Commercial Limited or We hold about You is incorrect then You should promptly notify the Insurer, City and Commercial Limited or Us and the Insurer, City and Commercial Limited or **We** (as appropriate) will correct the inaccuracy.

You can contact the **Insurer**, City and Commercial Limited or Us about privacy issues or comment or complain about the **Insurer's**, City and Commercial Limited 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.

smartsure

Contact

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

Post
Smart Sure Limited
3rd Floor, 21 Station Road
Watford, WD17 1AP

Phone
03333 449 669

Claims
03333 449 247

Email
enquiries@smart-sure.com