

**Kitchen
Appliance
Policy
Document**



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DEFINITIONS

Certain words in **your** Policy Document or Schedule have a particular meaning as shown below. Whenever we use one of these words it will always have the same meaning wherever they are used in **your** policy:

Administrator: Sutton and East Surrey Water Services Limited, t/a SES Home Services, whose address is: 59 Gander Green Lane, Cheam, Sutton, Surrey SM1 2EW.

Appliance: the domestic appliance(s) purchased in the UK that is (are) in good working order at the time you enter into the agreement that **you** have registered with the **administrator** as shown on the **schedule**. Types of **appliances** are:

- automatic and tub washing machines,
- automatic washer dryers, spin and tumble dryers and
- dishwashers,
- fridges, freezers, fridge-freezers; and
- cookers, ovens, hobs and microwave ovens (but not cooker hoods and extractors)

Authorised repairer: a domestic appliance repairer instructed by the claims administrator.

Breakdown: the sudden and unforeseen failure of an insured **component(s)** arising from any permanent mechanical, electrical or electronic defect, causing sudden stoppage of its function, necessitating immediate repair or replacement before normal operation can be resumed.

The **breakdown** must occur while **you** are covered by this insurance.

Claims administrator: RMS whose registered office is at Cobalt 3.1, Silver Fox Way, Cobalt Business Park, Newcastle Upon Tyne NE27 0QJ.

Component: any mechanical, electrical and electronic component insured under this policy which forms part of the appliance's original specification.

Cover period: 12 months from the start of the period of insurance shown on your insurance schedule.

Excess: the first part of each and every claim at the amount shown as such in the **schedule**. In the event of a claim the excess will be:

- A. deducted from any settlement for a valid claim or
- B. used to offset any fee charged to the **claims administrator** by an **authorised repairer** to inspect the **appliance** after **you** notify a **breakdown** even if the **breakdown** is later discovered not to be covered by **your** policy.

Family: **your** domestic partner, children and any other person permanently residing with you and not paying commercial rent.

Home: the private address in the United Kingdom where **you** permanently reside, as shown in the **schedule** as the policyholder's **home** address.

DEFINITIONS - continued

Insurers: DAS Legal Expenses Insurance Company Limited.

Original purchase price: the price paid by **you** for the **appliance** that **you** are registering under this insurance, proof of purchase may be required in the event of a claim. These will be stated in **your** schedule.

Repair cost: the reasonable cost of materials and labour of repairing the **component** which has suffered **breakdown**. The cost of parts shall be limited to the manufacturer's retail **component** cost.

Replacement cost: the cost of a replacement appliance of similar make and quality as the **appliance** that had suffered **breakdown**, in line with manufacturer's list prices.

Schedule: the Insurance **Schedule** issued with this Policy Document.

Single claim limit: the maximum amount per claim/event that can be claimed - but will not exceed - the **original purchase price** if this is less than the **single claim limit**.

Start date: the date **your** application for this insurance is accepted by the **administrator** as shown on **your** schedule.

Total Sum Insured: the total of the original purchase price of all the appliances that **you** have registered under this insurance which cannot exceed the policy option selected by **you** when you purchased this insurance. The **total sum insured** also represents the total amount that **you** can claim in any 12 month period and will be stated in **your schedule**.

United Kingdom: England, Northern Ireland, Scotland, Wales, Isle of Man and Channel Islands.

Wear and tear: the gradual deterioration associated with the age and use of the **appliance**.

We/us/our: SES Home Services Limited.

You/your: the policyholder named on the **schedule**.

POLICY COVER

THIS SECTION APPLIES TO THE FOLLOWING LEVELS OF COVER:
APPLIANCE COVER



What is Insured

The following are included in your agreement up to an annual claims limit of £1,000 (including VAT and call-out charges) for a maximum of 3 appliances:

Repairs (including parts, labour and materials), of gas and electrical appliances which are up to a maximum of 8 years old inside **your home**.

Appliance replacement – if **your appliance** is beyond repair, for example, because spare parts are no longer available or it is not economic to repair:

- if it is under 5 years old at time of breakdown we will contribute 100% to the retail selling price of an appliance of a similar make and functionality in full settlement of **your** claim.
- if it is 5–8 years old at time of breakdown **we** will contribute 50% to the retail selling price of an appliance of a similar make and functionality in full settlement of **your** claim.

The age of the **appliance** will be verified or estimated by the **authorised repairer**. Please provide a copy of the purchase receipt with date where possible. This is the only proof that will be accepted to dispute the **authorised repairer's** determination of the age. Contributions towards the cost of new **appliances** of a similar make and functionality are in the form of vouchers from one of our preferred suppliers. **We** are not responsible for the disconnection or disposal of the old **appliance** or the installation of the new one.

IMPORTANT NOTE – Any **breakdown** of an **appliance** within the first 30 days of it being registered is NOT covered. For **appliances** included from the **start date** this means the first 30 days following the **start date** of cover. For any appliance registered after the **start date**, it is the first 30 days following its registration.

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THIS SECTION APPLIES TO THE FOLLOWING LEVELS OF COVER:
APPLIANCE COVER



What is not Insured

The following are not included in your agreement:

- Pre-existing faults (any fault arising from any circumstances **you** knew of before the start of the insurance or which have previously been repaired, during the first 30 days following the start date).
 - Faults due to **you** not following the manufacturer's instructions.
 - Breakdown due to normal wear and tear, denting, scratching, rust or corrosion, chemical or sedimentary build up, or caused during any routine maintenance, cleaning or servicing.
 - Any breakdown or damage to items that are within the manufacturer's warranty or guarantee periods.
- Any part of the **appliance** that the manufacturer recognises as needing regular replacement to maintain the proper operation of the **appliance**, including but not limited to light bulbs, door seals, knobs, dials, fuses and batteries.
 - Modification of **your appliance**.
 - Loss or breakdown arising as a result of disconnection from or interruption to the mains services.
 - Faults to computerised or energy management systems or devices, lighting and **appliance** management systems, such as 'Smart House'.

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GENERAL CONDITIONS

Compliance with Policy Conditions

You and **your family** must comply with the following conditions to have the full protection of **your** insurance. If **you** or **your** family do not comply with them, the administrator may at their option cancel this insurance or refuse to deal with **your** claim or reduce the amount of any claim payment. **You** are expected to respond honestly and with reasonable care to questions asked by **us** when **you** take out **your** insurance **policy** and when you renew **your** insurance. If **you** are unsure about how to answer a question, please contact **us** for guidance. Failure to respond honestly and with reasonable care to questions asked by **us** could invalidate your insurance cover and mean that part or all of **your** claim may not be paid.

Changes in Circumstances

You must notify the **administrator** as soon as possible of any change which may affect this insurance and in particular any of the following:

- change of address,
- if **you** or **your** family intend to use **your home** for any reason other than private residential purposes,
- if **you** or any of **your family** have been declared bankrupt or have received a police caution, conviction for or been charged with but not yet tried for any offence other than driving offences. The **administrator** will then advise **you** of any change in terms.

Servicing Your Appliance

If any **appliance** covered by this insurance has a regular service requirement then it is a condition of this insurance that any such service is carried out in accordance with the manufacturer's recommendations detailed in the Servicing Handbook or similar document. The Servicing Handbook is the handbook that was issued with the **appliance** when new by the manufacturer and which details the servicing and maintenance requirements for the **appliance**.

Fraud

The **insurers** take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit

under this insurance, **your** right to any benefit under this insurance will end, **your** policy will be cancelled and the insurers will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. The **insurers** may also inform the police. To prevent fraud, insurers sometimes share information. Details about **your** insurance application and any claim **you** make may be exchanged between insurers.

Varying Premiums or Cover

The **insurers** can only vary the terms and conditions of this policy, including the premium payable, at the annual renewal date.

Adding or changing the appliances covered

You can add **appliances** to **your** policy and **you** can replace existing ones, providing the sum of the **original purchase prices** does not exceed the **total sum insured**, by notifying the claims **administrator**. Remember to check your schedule periodically to see when cover runs out for **your appliance(s)** – **you** might want to make a replacement. Please also remember that cover for any **appliance** will not begin until the manufacturer's guarantee has expired.

How to make the change

Please phone the **administrator** on 020 8722 7002/3. The **administrator** will tell **you** if the new or replacement **appliance** is acceptable and whether or not it makes a difference to **your** premium. The new or replacement appliance can be included in **your** cover from the date **you** register it but you may be asked to pay an additional premium. If accepted by the **administrator**, cover for the new or replacement **appliance** will begin 30 days after the date it is added to **your** cover or at the expiry of the manufacturer's guarantee, whichever is the later.

Call recording

To ensure we are consistent in providing our customers with quality service, **we** may record **your** telephone call.

CANCELLATION AND RENEWAL PROVISIONS

Cancelling cover during the Cooling-off Period

You have the right to cancel any **policy** of insurance within 14 days of the date of issue or the date upon which the terms and conditions are received, whichever is later, and **you** are entitled to the return of **your premium** provided **you** have made no claim under the **policy**.

Cancellation after the Cooling-off Period

You can cancel your policy at any time by writing to the **claims administrator** and returning your **Schedule**. There is no refund of premium after the “cooling-off period” where a claim has been submitted during the period of insurance. **Your** policy will end automatically if **you** do not pay the monthly premium on time.

Automatic end to cover – Individual appliances

Cover for any individual **appliance** ends when you cease to own it.

Automatic end to cover – The whole policy

1. **Your** whole policy will end automatically if **you** are no longer resident in the United Kingdom.
2. The **administrator** reserves the right to cancel this insurance immediately if **your monthly** premium has remained unpaid by **you** for a period of 7 business days after it is due. If this happens the **administrator** will send **you** written notice of cancellation of **your** policy.

Cancellation by the insurers

The **insurers** can only cancel **your** Kitchen Appliance Policy from the annual renewal date. **You** will be given at least 30 days written notice if they do this, sent to **your** last known address.

Renewal provisions

We will send you a renewal notice before the end of each **period of insurance** showing the cost of next year's **policy**. For direct debit customers; to ensure your cover continues, **we** will seek to automatically renew **your** insurance every 12 months. This means that **we** will hold your payment details securely on our files so that we can collect **your** next renewal premium. **You** can change **your** direct debit details at any time. Each year **we** will inform **you** in advance to remind **you** that this is happening. If **you** do not wish to renew **your** policy please inform **us** at **your** earliest convenience.

HOW TO MAKE A CLAIM

All claims must be notified to the **claims administrator**. Before **you** contact the **claims administrator** please ensure the **appliance** power supply, fuses, resets and batteries are all functioning correctly.

1. Claim Procedure

Before any work is undertaken **you** must telephone the claims administrator on

0844 4170 412

Monday to Friday 9am - 5pm excluding bank holidays with details of the **breakdown**.

Please have the following information to hand:

- The make, model and serial number of the **appliance**.
- When and where it was purchased together with evidence of the **original purchase price**.
- What is the problem and when it was noticed.

2. Payment of the excess

Where the **claims administrator** decides that an inspection of the **appliance** is required to determine the nature of the fault and to validate the claim, they will ask **you** for payment of the **excess** by debit or credit card and they will then make the necessary arrangements with **you** for the appliance to be inspected. The excess will be retained by the **claims administrator**

a) to be deducted from any settlement for a valid claim, or

b) to be used to offset any fee charged to the **claims administrator** by an **authorised repairer** to inspect the **appliance** even if the **breakdown** is later discovered not to be covered by **your** policy.

If **you** are not available for a pre-arranged repair appointment there will be an additional fee charged to cover the call out charges of the **authorised repairer**.

3. Other Insurances

You must provide the **claims administrator** with details of any other insurance, contract, guarantee or warranty that may cover the **appliance** including but not limited to household insurance.

4. Repair Authorisation

Should **you** decide to give permission to the **authorised repairer** to commence work, without obtaining an authorisation number from the **claims administrator**, you do so in the full knowledge that the **claims administrator** reserves the right not to meet **your** claim because **you** have denied them the right under this insurance to agree cover, inspect the **appliance** and manage costs prior to its repair. **You** will have to pay the bill in full and submit to the **claims administrator** for consideration of any mitigating circumstances.

5. Repair Completion

After repair, check that all the work has been properly completed. If the repair is not satisfactory do not sign any note of satisfaction or provide any similar confirmation stating the work is acceptable to **you** and contact the **claims administrator** immediately.

HOW TO MAKE A CLAIM - continued

Please note:

- A. it is **your** responsibility to meet any charges:
- i) more than the **single claims limit** or **total sum insured** if applicable, or
 - ii) all costs where the claim is rejected as not being included under the cover.
- B. the **claims administrator** reserves the right to instruct an **authorised repairer** to inspect the **appliance** before and/or after any repair or replacement is carried out.

6. Payment

Providing **you** present a valid **schedule** to the **authorised repairer you** will not normally be asked to pay for the repair. Occasionally, and subject to first obtaining consent from the **claims administrator**, it may not be possible to use an **authorised repairer**, and in such circumstances the **authorised repairer** may ask for payment directly from **you**. Where **you** have paid the **authorised repairer**, and the **claims administrator** has authorised **your** claim in advance, the **claims administrator** will reimburse **you** up to the authorised **repair** cost, if **you** send the **claims administrator** the receipted and itemised invoice.

The repair invoice must contain:

- the date of the repair
- the cause of **breakdown** and the remedial work carried out
- the cost of labour
- the parts replaced and quote the VAT amount
- to whom payment should be made

7. Salvage

The **claims administrator** accepts no liability for the disposal of **your appliance** or any part of it if it has not been subject to a valid claim under this insurance.

8. Timescale on Length of Claim

We aim to resolve **your** claim within 28 days from the date **you** advise the **claims administrator**.

Claim Conditions

You must comply with the claims procedure as detailed in this Policy Document to have full protection of **your** insurance. If you do not comply with this, the **administrator** may, at their option, cancel the insurance or refuse to deal with **your** claim or reduce the amount of any claim payment. All claims must be notified to the **claims administrator** to establish the cause within 14 days of **breakdown**. The **administrator** recommends that you check **your schedule** and this Policy Document under the section 'Policy Cover' (page 9 - 'What is Insured' and page 10 - 'What is not Insured') to ensure that the cause of **breakdown** is covered.

LEGAL AND REGULATORY

Data Protection Act

Information **you** supply may be used for the purposes of insurance administration by the Data Controller (as defined under the Act). It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes. Your information may also be used for crime prevention.

For any of these purposes, **your** information may be transferred to countries that do not have stringent data protection laws. If this is necessary, the Data Controller will seek assurance from that party as to the security surrounding the handling of **your** information before it proceeds.

If **you** give information about another person, in doing so **you** confirm that they have given you permission to provide it to the Data Controller and for the Data Controller to be able to process their personal data (including any sensitive personal data).

On payment of the appropriate fee, **you** have the right to access and, if necessary, rectify information held about **you** (this is known as a Subject Access Request). Please contact the insurers' Compliance Officer, in writing, at the address shown on page 4 of this **policy document** to exercise these rights.

In assessing any claims made, the **insurers**, or their associated companies or agents, may undertake checks against publicly available information (such as electoral roll, County Court Judgments, bankruptcy or repossessions). Information may also be shared with other insurers either directly or via those acting for the insurers (such as loss adjusters or claims investigators).

When **your** insurance ends all information held about you (including information held on systems) will be destroyed or erased after a period of 7 years. The Data Controller's associated companies and agents will be advised to do the same.

Personal Data held on customers may be used for research and statistical purposes but only with the explicit consent of the customer would this take place.

To assess the terms of the policy or handle claims which arise, the **insurers** may need to collect data which the Data Protection Act defines as sensitive (such as medical history, criminal convictions or employment records).

Data protection laws impose specific conditions in relation to sensitive information including, in some circumstances, the need to obtain **your** explicit consent before the **insurers** process the information. When you apply for this insurance, consent is given to the processing and transfer of information described in this notice by the **insurers** and their agents. Without consent, the insurers would not be able to offer this insurance.

Premiums and Claims - Your Rights

When handling premium payments from **you** that are due to the **insurers** and when handling any claim **you** make, the **claims administrator** acts as an authorised agent of the **insurers**. This means that when **you** pay a premium to the **administrator** it is deemed to have been received by the **insurers** and that any valid claim **you** make is not deemed to have been concluded by the **insurers** until the authorised repair is completed.

LEGAL AND REGULATORY - continued

Financial Services Compensation Scheme

The **insurers** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if the **insurers** are unable to meet their obligations to you under this contract. Further information can be obtained from the Financial Services Compensation Scheme, website www.fscs.org.uk/ or by phone at 0207 892 7300. Alternatively, **you** may write to: Financial Conduct Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN.

FCA and PRA Registration

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial

Conduct Authority and the Prudential Regulation Authority and entered on the register under number 202106.

For General Insurance purposes only, Sutton and East Surrey Water Services Limited t/a SES Home Services is an appointed representative of Jelf Insurance Brokers Limited.

Jelf is authorised and regulated by the Financial Conduct Authority and entered on its register under number 302751

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CUSTOMER SATISFACTION

Our Promise of Service:

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint there are a number of steps you can follow to get the problem solved. To help us deal with your case as quickly as possible, please have the details of your policy ready (surname, policy number etc.).

PROCEDURE

First contact:

The Customer Services Manager, SES Home Services Limited, 59 Gander Green Lane, Cheam, Sutton, Surrey SM1 2EW

Telephone: 020 8722 7000

Should the matter not be resolved to your satisfaction, please contact:

In writing: Jelf Insurance Brokers Limited, Hillside Court, Bowling Hill, Chipping Sodbury, Bristol, BS37 6JX

Telephone: 01454 272727

Complaints that cannot be resolved after 8 weeks by Jelf Insurance Brokers Limited, may be referred to:
In writing: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

Telephone: 0800 0 234 567 (free for people phoning from a 'fixed line', e.g. a landline at home) or

Telephone: 0300 123 9 123 (free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02) Further details will be provided at the appropriate stage of the complaints process.

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Jelf is authorised and regulated by the Financial Conduct Authority and entered on its register under number 302751.

For Your Protection

The Financial Services Compensation Scheme

The insurer is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if the insurer is unable to meet its obligations to you under this contract.

Further information can be obtained from The Financial Services Compensation Scheme (7th Floor Lloyd's Chambers, Portsocken Street, London E1 8BN) by phone on 020 7741 4100 and on their website at www.fscs.org.uk

DATA PROTECTION

DATA PROTECTION

The data supplied by **you** in connection with this policy will only be used for the purpose of processing **your** policy of Insurance, including underwriting, administration and handling any claim that may arise. The data supplied will not be passed on to any other parties other than those, which **we** have mentioned below.

It is important that the data you have supplied is kept up to date. **You** should therefore notify **us** promptly of any changes. You are entitled upon the payment of an administration fee to inspect the personal data which we are holding about **you**. If you wish to make such an inspection **you** should contact:

The Customer Services Department,
SES Home Services,
59 Gander Green Lane,
Cheam, Sutton,
Surrey SM1 2EW

Telephone: 020 8722 7000

We may respond to enquiries by the Police concerning **your** policy in the normal course of their investigations. Where it is necessary to administer your policy effectively or to protect **your** interests **we** may disclose the data **you** have supplied to other third parties such as **approved contractors**, other repairers, replacement companies, other insurers etc.

Fraudulent Claims or misleading information

We and **the insurer** take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this insurance, your right to any benefit under this insurance will end, your policy will be cancelled and **we** or **the insurer** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. **We** or **the insurer** may also inform the police.

To prevent fraud, insurers sometimes share information. Details about **your** insurance application and any claim you make may be exchanged between insurers.

Law that applies to this policy

Whilst the parties to this insurance are free to choose the law applicable to it, **the insurer** proposes the law of England and Wales and in the absence of any other agreement, the law of England and Wales will be used.



59 Gander Green Lane Cheam Sutton Surrey SM1 2EW
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