

#### **Terms & Conditions**

#### Plan Terms & Conditions

It is important for your benefit and protection that you read these terms and conditions (including the 'Special conditions' section). These and your plan summary, and any changes we notify you about (at renewal or otherwise), form your agreement with us. We intend to rely on the terms and conditions set out in this document.

#### Definitions

Plan: this contract of services.

**Product(s):** the appliance(s) protected by this plan, as shown in your plan summary.

We/us/our: Vee Repairs Ltd, the provider of the plan, trading as Vee Repairs.

You /your: the person named on your summery plan.

Your plan summary: the personalised section of your plan documentation, sent to you once you have taken out a plan or at renewal.

### 1) Eligibility

You must be at 18 years old and resident in the United Kingdom to be eligible. Your product must be in good working order when this plan starts and must not exceed 10 years old from date of purchase.

## 2) Contract of Services

This plan is not categorised as an insurance product and therefore insurance regulation does not apply. This plan is a contract of services and is governed by UK laws and regulations concerning service contracts. The Financial Conduct Authority (FCA) regulates businesses that deal with contracts of insurance. Vee Repairs are not regulated as we do not offer contracts of insurance and therefore complaints are not investigated by the Financial Ombudsman Service

### 3) Breakdowns

If your product suffers a mechanical or electrical breakdown after the end of the manufacturer's parts and labour guarantee period, our customer services team will try to resolve the problem over the telephone. If we are not able to resolve the problem, we will, in our discretion, decide whether to approve a repair. Where a repair is approved, we will then authorise an engineer to carry out your repair, or we may also (at our option), decide to replace or pay the cost of replacing your product,

In each case subject to these terms and conditions. There is a 45-day clause period where the first claim cannot be made during the clause period, and we do not cover any pre-existing fault, any deliberate or malicious damage including any accidental damage, or any fault that has occurred prior to the 45-day period. (Please see plan limitation)

If your appliance is still within its manufacturer's warranty period, then you should in the first instance contact the manufacturer for repairs. If your appliance is outside the manufacturer's warranty period, then you can use our service.

### 4) Repair Request

To request a repair please contact us as soon as possible using the telephone number shown on your plan summary.

#### Plan Limitation

- 5.1) There is no limit to the number of repairs you can request under your plan however each individual claim by you shall be subject to a £500 claim limit imposed by us. For the avoidance of doubt, under no circumstances, we'll be not liable for any repair and replacement costs for your products that exceed the value of £500. Your plan is also subject to a 45-day clause period, where the first claim cannot be made during this time without any excess being paid. If you make a claim within the 45-day clause period, a £250 excess will have to be paid should you make a claim within the first 45 days from the start date of your plan.
- 5.2) If you upgrade your plan by adding additional appliances to your plan, then each appliance added will be subject to a 45-day clause period from the date of upgrade. If you make a claim within the 45-day clause period, they will still each have the £250 excess applied and will have to be paid if you wish to make a claim should you wish to make a claim within the first 45 days from the start of the upgrade date.

### 6) Replacement Appliances

- 6.1) If a repair is approved, we may (at our discretion), decide to replace your product with a new product of the same or similar model and technical specification, especially if your make & model is no longer made.
- 6.2) If we decide that your product needs to be replaced but we cannot reasonably arrange a replacement, we may provide a cash equivalent up to the maximum of £500 paid to you of a replacement product of the same or similar model and technical specification which can be chosen and purchased by you.
- 6.3) We may provide a cash equivalent.

(Note) We do not repair or replace any plasma television as these are no longer manufactured and replacement parts are rare and cannot be obtained.

# 7) Disposal & Delivery Cost

7.1) If the product is taken or sent away from your home for repair and is then replaced, the original product will become our property and we will dispose of it. If your product remains in your home but is replaced, you will be responsible for disposing of the old appliance it at your own cost. In all cases you will be responsible for installing the new appliance and paying any related costs.

# 8) If Your Appliance Is Replaced

8.2) If the manufacturer replaces your product under a manufacturer's guarantee, the plan will continue on the replacement appliance as if it were the original product. If we replace your product under the terms of your plan (or give you vouchers for your replacement) we will provide you with a renewed plan summary incorporating the details of the replacement product. By doing so this shall indicate that the plan has automatically rolled over on to your replacement product on identical terms. We also reserve the right to terminate your plan at the point of replacement.

# 9) Repair or Replacement Declined

9.1) If we decide not to approve a repair request which would otherwise fall within the terms of your plan, we will inform you. Unless our refusal to repair is due to a breach of these terms by you, all fee payments you have made in the current period of your plan will be refunded and your plan will end immediately. No further amounts will be payable. We'll confirm this in writing to the last address you gave us.

# 10) Payment Fees

- 10.1) If you pay the monthly fees (inclusive of all applicable taxes) by Direct Debit, you must make regular payments in accordance with the 'Payments schedule' set out in your plan documentation. If we are unable to collect a payment from your bank, we may attempt to request payment again unless you advise us otherwise. If a second request is not collectable, we will cancel your plan for non-payment this will mean our service will not be available to you should you have a breakdown or failure. (No refunds will be given) When you have paid the monthly fees by Direct Debit for the number of consecutive months—shown in the 'Payments schedule', if the initial plan period has not yet expired, no further payment will be taken for the remainder of the Initial plan Period unless and until your payments in accordance with the 'Payments.
- 10.2) Further payment will be taken for the remainder of the Initial plan Period unless and until your payments in accordance with the 'Payments schedule' set out in your plan documentation. If we are unable plan renews for a further period (see 'Duration and renewal of your plan' below).
- 10.3) If instead you choose to pay all the fees for the period in advance in one payment, you must pay this amount (inclusive of all applicable taxes) before the plan will start. We may use a collection agency to recover any amount owing to us.
- 10.4) If you do not pay for your plan on time, it will be suspended from the due date. Any requests for repairs past this date will not be considered for approval unless payment is received. We do not store card holder information.

# 11) Plan Duration & Renewal

- 11.1) The initial plan period begins on the 'start date' and continues until the 'renewal date', as specified in your plan summary (unless ended in accordance with these terms and conditions).
- 11.2) Before your plan ends, we will write to you about renewing and your renewal notice will show the new amount to pay. The fee payable may increase at renewal.
- 11.3) If you pay by Direct Debit, each year your protection will automatically continue for another year with a new plan at renewal unless you have advised us otherwise. The renewal fee will again be collected from your specified bank account to ensure you are always protected.
- 11.4) If you pay by any other means, you will need to make payment for your plan to continue.
- 11.5) A cooling off period (lasting 14 days from renewal of the plan or the day on which you receive your renewal documentation, whichever is the later) applies at the renewal of your plan.
- 11.6) We reserve the right not to offer you a renewal on your plan

# 12) Cancelation & Plan Duration

- 12.1 The 'cooling off period' is the fourteen (14) days period from receipt of your documentation or from the plan start date, whichever is later.
- 12.2 If you change your mind during the cooling off period, you can cancel your plan and we'll refund any fee paid.



- 12.3 If your plan automatically ends or is cancelled by us, these rights do not apply (see 'Our right to cancel your plan or bring it to an end' below).
- 13) If you cancel your plan after the cooling off period, then the following will apply:
- 13.1) If you have not received a repair, we'll refund the fee paid by you for the remaining full months of your plan. If you pay for your plan by Direct Debit, you will only receive a refund if you have already paid for any future months of your plan.
- 13.2) If you have received a repair, no refund will be given, and you will have to pay the cost of the repair. This will be capped at the plan fee (less any fees you have already paid in the current period).
- 13.3) If you request a refund after the 14 days cooling off period, you will receive a full refund minus a £50 cancellation fee.

### 14) How to Cancel

14.1) If you wish to cancel your plan, please contact us on 03330913500 (9am to 5pm, Mon-Fri). You can also cancel by writing to us at the address specified in the 'Customer services details' section. If you are paying by Direct Debit and tell your bank to cancel your Direct Debit Instruction, but do not contact us first, we will not immediately cancel your plan. If you do wish to cancel, please contact us directly to avoid any communications regarding outstanding payments.

### 15) Our Right to Cancel

- 15.1) If at any time we replace your product (or give you a voucher settlement), your plan will automatically roll over on to your replacement product on identical terms.
- 15.2) If you fail to comply with certain conditions and obligations (see 'Important conditions and your obligations' above) we may bring your plan to an end and we won't provide any further services to you under the plan. Any future payments made under your plan shall be refunded. You must pay us for any call-out and repair costs we have incurred in the current period, this would be deducted from payments made and the remained would then be refunded.
- 15.3) We reserve the right to cancel your plan by giving you fourteen (14) days' notice. If we cancel your plan using this provision, you will receive a pro rata refund of the fee paid for the remaining unexpired days of your plan.
- 15.4) In each case, we'll confirm any such ending or cancellation of the plan in writing to the last address you gave us

#### 16) Conditions

- 16.1) You must provide us with any information that we request when you apply for the plan. All information you give must not be false, exaggerated or misleading; your product must have been installed, maintained and used in accordance with the manufacturer's instructions;
- 16.2) Your product must be owned by you and kept only for domestic use;
- 16.3) Your product must be used in a private home, solely occupied by a single household (at the address you gave to us);
- 16.4) Your product must be easily accessible and meet all relevant safety standards and be safe to work on;
- 16.5) You must take reasonable steps to limit the damage to your product once you are aware of the breakdown; and
- 16.6) Any indication of non-compliance with any of the above conditions shall give us the right to immediately terminate your plan.
- 16.7) The appliance must be less than 10 years old from date of purchase.

## 17) Your Obligations

17.1) Should there be any work required to make your product accessible for repair then this shall be your responsibility to arrange prior to requesting services from us. When requesting a repair from us under your plan you must inform us at the outset of any intended works required in order to make the product accessible/compliant with all relevant safety standards and we shall be entitled to request certification of completed accessibility/compliance works prior to undertaking our repairs to your product. We are entitled to withhold our provision of the services under your plan should we arrive at your premises to undertake the repair works and discover that the product is not accessible or compliant. We may end your plan by giving written notice should we deem that you have failed to comply with the conditions and eligibility requirements in these terms or that you have not fulfilled your obligations under your plan.

### 18) Repair Information

18.1) You must provide us with your plan summary and your original proof of purchase for your product to verify your repair request. You should send any requested documents to 78 Queens Road, Watford, England, WD17 2LA.

### 19) Approved Engineers

19.1) Only engineers approved by us are authorised to carry out repairs under this plan, unless we agree otherwise in advance. Repairs will be carried out within the repairer's normal working hours (which are 9am to 5pm, Monday to Friday) on a date agreed with you. You must have your plan documentation to hand when the repairer arrives. If we approve a repair but are unable to find an approved engineer, we'll permit you to use your chosen repairer who must be qualified, but you must inform us of who that is. You will have to pay them and claim the cost back from us. Please keep a copy of your invoice to send to us.

# 20) General Exclusions

- 20.1) Unless they are listed under the 'Special conditions' section or the 'What this plan includes' section, the following are excluded from the plan, and we will not pay for repairs which relate to:
  - Damage during delivery, installation or transportation of the product by a third party who is not our agent.
  - Any breakdown cost already covered by any manufacturer, supplier or repairer guarantee or warranty on a product.
  - Replacement or recall of the product (or any part) by a supplier or the manufacturer.
  - Modifying or making a product comply with legislation; work on the product that is only required due to legislation changes or making it safely accessible.
  - Your failure to follow the manufacturer's instructions.
  - Any problem with the supply of electricity, gas, water, broadband or broadcast content.
  - Routine maintenance, cleaning, servicing and re-gassing.
  - Repairs carried out outside of your country of residence.
  - Indirect, direct or any consequential loss arising from your loss of use of the product or incidental costs caused by breakdown or repair.
  - Damage to any other property or possessions, whether affixed to the product or not, unless it is proven to be our fault.
  - Cosmetic damage such as damage to paintwork, dents or scratches.
  - Any loss, damage or impairment to functionality caused by: theft, attempted theft, neglect, deliberate damage or damage caused by animals, plants or trees.
  - Any loss, damage or impairment to functionality caused by: earthquake, flood, lightning, fire, wind, humidity, weather conditions, salt spray, storm or other natural
    events or catastrophes, abnormally high or low temperatures, plumbing problems, corrosion, chemical exposure, radiation, explosion, sabotage, terrorism, insurrection,
    revolution, war, riot, armed conflict, civil commotion, rebellion, man-made events or catastrophes or technological hazards (such as computer viruses or date-change
    faults)
  - Any appliance not registered under the plan.
  - Repairs, maintenance work, or use of spare parts, where not approved by us.
  - Damage to ceramic or glass surfaces (unless caused by an accident protected by the plan).
  - Commercial or business use including use by charities, not-for-profit organisations, local government or other such similar organisations (unless we agree to the use in writing beforehand)
  - Fraud or attempted fraud, or where the condition of the product is not consistent with the request you made.
  - The cost of replacing any accessories including: external fuses, batteries, rechargeable batteries, power cells, light bulbs changeable by the user, fluorescent tubes and related starter components, filters, attachments, cables and cable joints, plugs, light covers, grills, removable parts, glass and enamel parts, catalytic panels, external piping, starter connections and straps, 3D glasses and brushes and tubes.
  - For products with screens: repairs due to pixel failure where the number or location of pixels does not exceed the manufacturer's acceptable limit, marks on the screen, or burned screens, and plasma ty's.
  - For televisions: the change from analogue to digital broadcasting including terminating analogue transmissions, software interface problems, satellite or cable systems
    or gaining access to cables within the fabric of a building or wall.

# 21) Special Exclusions

- 21.1) in addition to the 'General exclusions' above, the following are excluded from the plan, and we will not pay for repairs which relate to AGAs and gas appliances and boilers.
- 21.2) We will also not repair or replace Plasma TV's as these are no longer made and are also excluded from the plan

# 22) Transferring Your Plan

22.1) With our permission you may transfer your plan to a new owner of the product by giving us their details either over the telephone or in writing. Exclusion applies blow.



#### 23) Third Party Rights Exclusion

23.1) This plan is only for your benefit. No rights or benefits will be given to any other third party under the plan, unless the appliances are left in your property if you have sold the property to a new owner. To transfer the plan, they would have to contact us and agree to take over payments to keep the plan going. Selling the appliances to anyone else then the plan is not transferrable.

### 24) Changes to Terms & Conditions

- 24.1) We may modify or replace these terms and conditions in order to comply with the law, regulations, industry guidance or codes of practice. Rectify errors or ambiguities or reflect changes in the scope or nature of the protection provided to you.
- 24.2) We will give you thirty (30) days' written notice of any change that could have a material effect on your rights or obligations. The new terms and conditions will take effect from the date specified in the notice. If you do not agree with the changes, you may cancel the plan by notifying us within that notice period and you will receive a pro rata refund of any payments that you have made for the unexpired period of your plan.

### 25) Vulnerability Policy

- 25.1) At Vee Repairs we are committed to our philosophy and by our values. We're committed to treating all our customers fairly and with respect, and we do this through our investment in training our staff.
- 25.2) Our training covers customer service as well as specific areas of support like disability, mental health and recognising those who are in vulnerable situations, whether that is recent or long term. We know that there's lots of different factors and things in life that can cause vulnerability, whether it be long-term or on a temporary basis.
- 25.3) It could be because of age, a physical or learning disability or difficulty in communicating or even mental problems. We also understand that challenging circumstances do make life difficult, and we want to be sure that you get the best response to your need.
- 25.4) To give our customers the best experience we listen to their feedback and continually monitor our advisor interactions. Our focus is always to make sure that our customers get the best possible service and support when they need it most. We'll do our best to offer you the right level of help and the most appropriate products and services to support you.
- 25.5) Our customer support team will always try to identify specific needs to provide specialised help where it's needed. Sometimes it isn't always easy for us to realise if you're experiencing difficulties, so please let the team know if you think they can help. If you're in a vulnerable situation and need extra help, tell us by calling 033 3091 3500: Monday to Friday 10am to 5pm, Saturday & Sundays & Bank Holidays CLOSED.
- 25.6) Or if you prefer, next time you have a reason to call us, let our advisor know of any vulnerability needs and they'll make a note of it on your account so that we can consider your extra needs when you contact us next time. It'll help us to help you better in the future. Alternatively, you can use one of our other contact methods, such as email to support@veerepairs.co.uk you can also give your permission for someone else to contact us on your behalf. You can either call us to add their name to our authorised contacts list, or you can do it at the time. We will ask you to confirm permission to speak to them on your behalf. Don't worry, any information you give us will be treated in confidence and in accordance with data protection law
- 25.7) Please treat our staff with respect and treat us as you would want yourself to be treated. We do not tolerate abuse against our staff, including shouting, swearing or any other abuse. Please be advised that should you do so we may terminate the call, and if severe we will pass the appropriate authorities.

#### 26) Data Protection

- 26.1) Vee Repairs Limited and its business partners will use your information (which you or others have provided to us) to provide the requested service and for administration (including the recovery of any amounts owing, where applicable).
- 26.2) Marketing, market research, customer surveys, regulatory reporting, to check and verify your identity and analytics and testing purposes. Your information may also be shared with other selected companies acting on our behalf in the proper administration of your plan. We will inform you about any adaptations to our business which shall affect your plan and any developments which we feel may be of interest to you. We shall only contact you about future developments using the details you have provided to us. Please do indicate if you do not wish to be contacted regarding future offers and developments outside of your plan.
  - 26.3) If your personal details change, or you wish to change your marketing preferences, or opt out of receiving marketing information, please let us know by writing to;

    Vee Repairs. 78 Queens Road. Watford. England. WD17 2LA

## 27) Governing Law & Statutory Rights

27.1) We will communicate with you in English and English Law will apply unless we agree otherwise with you. Nothing in the conditions will reduce or affect your statutory rights; for further information about your statutory rights contacts the Citizens Advice Bureau: www.adviceguide.org.uk. 033 3091 3500

# 28) Direct Debit Guarantee

This Guarantee is offered by all banks and building societies that accept Instructions to pay Direct Debits

If there are any changes to the amount, date or frequency of your Direct Debit Vee Repairs Limited will notify you within 10 working days in advance of your account being debited or as otherwise agreed. If you request Vee Repairs Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request

If an error is made in the payment of your Direct Debit, by Vee Repairs Limited or your bank or build society you are entitled to a full refund of the amount paid from your back or building society. However, if you receive a refund you are not entitled to you must pay it back when asked.

If you wish to cancel a Direct Debit at any time please contact us to let us know, then contact your bank or building society. Written confirmation may be required.

# How to Contact Us

For customer services: call 033 3091 3500 or write to us at 78 Queens Road, Watford, England, WD17 2LA. Alternatively, you can email us at support@veerepairs.co.uk. Calls may be recorded and monitored for quality and training purposes. Lines are open, at a minimum, from 9am to 5pm, Monday to Friday (Closed weekends and bank holidays).

Company Information

Vee Repairs LTD, is registered in England and Wales under company registration 113524479. Registered office address; 78 Queens Road, Watford, England, WD17 2LA Data Protection Reg No ZB688507

# **How to Complain**

If you wish to complain or you are unhappy with the service provided, please contact our customer services team on; 033 3091 3500 or you can write to us at; 78 Queens Road, Watford, England, WD17 2LA

The Financial Conduct Authority (FCA) regulate businesses that deal with contracts of insurance. We do not offer contracts of insurance.