



Breakdown Care Terms and Conditions

It is important for your benefit and protection that you read these terms and conditions. These terms and conditions, 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.

we/us/our: Domestic & General Services Limited, the provider of the plan.

you/your: the customer.

Eligibility

You must be at least 18 years old and resident in the United Kingdom to be eligible. Your product must be in good working order when this plan starts. Your product must have been bought from Argos.

Important conditions and your obligations

Conditions

The following conditions apply to this plan:

- 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;
- Your product must be owned by you and kept only for domestic use;
- Your product must be used in a private home, solely occupied by a single household (at the address you gave to us);
- Your product must be easily accessible and meet all relevant safety standards and be safe to work on; and
- Your product (if it is able to store data or images, e.g. laptops or PCs) must not contain any content that may be considered to be illegal, and if we find any content we consider to be illegal, we reserve the right to inform the relevant authorities.

Your obligations

You must carry out any work required to make your product accessible and compliant with all relevant safety standards and safe to work on, e.g. you will be responsible for carrying out work required to fix a gas fault.

Where you have requested services from us, you must also notify us if work is required, let us know when it has been completed and provide us with the relevant certification (if applicable). We won't provide our services until you have fulfilled these obligations.

If you do not comply with the conditions and the eligibility requirements above or do not fulfil your obligations above, we will terminate your plan.

What this plan includes

Breakdown

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. 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.

Damage caused by accident

Both during and after the end of the manufacturer's parts and labour guarantee period, if your product suffers damage caused by accident (i.e. physical damage as a result of a sudden cause so that the product is no longer in good working order), 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. 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.

How to request a repair

To request a repair please contact us as soon as possible by telephoning 03444 810 511.

Limits of the plan

There is no limit to the number of repairs you can request, unless your plan ends following a replacement of your product (see 'What happens if your product is replaced?' below).

Repairs information

Information we may require

You must give us all information we need to verify your repair request. You should send any requested documents to the address in 'Customer services details' below.

Important information about repairs

Only repairers 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 at least 9am to 5pm, Monday to Friday). Please have your plan documentation to hand when the repairer arrives. If your product breaks down, you must take reasonable steps to limit damage, e.g. stop using it if this is likely to cause further damage.

If we authorise a repair but are unable to find a repairer, we'll permit you to use your chosen repairer.

You will have to pay them and claim the cost back from us. Please keep a copy of your invoice to send to us.

If we permit you to use your chosen repairer and the proposed repair is estimated to cost more than the repair authority limit £125, then you must ring the repair authority line on 03444 810 550 for an authority number before work starts.

Replacements

1. If a repair is approved, we may (at our option), decide to replace your product with a new product of the same or similar make and technical specification.
2. If we cannot reasonably arrange a replacement, we may decide to give you Argos vouchers instead. The vouchers will be for the Argos's current retail price of a replacement product of the same or similar make and technical specification.
3. All vouchers will be redeemable from Argos and will be valid for 12 months from the date of issue. Voucher settlements will be sent to the last address you gave us.

Product disposal and delivery, installation and other costs

1. You must pay the supplier's delivery charge. This will vary depending on the make and model of the replacement product, but will be the cost the supplier charges us without any mark up. When we discuss the replacement with you we will tell you the exact cost.
2. If the product is repaired away from your home and is then replaced, the original product will become our property and we will dispose of it. If your product is not repaired away from your home but is replaced, you will be responsible for disposing of it at your own cost. In all cases you will be responsible for installing the new product and paying any related costs.

What happens if your product is replaced?

If the manufacturer replaces your product under a manufacturer's guarantee, the plan will continue on the replacement product as if it were the original product.

If we decide to replace your product (or to pay a contribution), your plan will end immediately and any unpaid fee for the current plan period will become due. No fee paid will be refunded. For voucher settlements we will deduct any fee outstanding for the duration of your plan from the voucher settlement.

General exclusions

Unless they are listed under the 'Special conditions' section or the 'What this plan includes' section, we will not approve work or payments for, or arising from:

- Damage caused by, or arising from, accident.
- Damage during delivery, installation or transportation of the product by a third party.
- Any breakdown cost already covered by any manufacturer's, supplier's or repairer's 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 (unless you are protected against food spoilage), gas, water, broadband or broadcast content.
- Costs for persistent call-outs where no fault is found with your product.
- Routine maintenance, cleaning, servicing and re-gassing.
- Repairs carried out outside of your country of residence.
- Costs or loss arising from not being able to use your product (e.g. hiring a replacement TV), or incidental costs caused by breakdown or repair (e.g. costs to remove or reinstate built-in or fitted equipment).
- Damage to any other property or possessions, unless it is 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 data-change faults).
- Any product not registered under the plan.
- Repairs, maintenance work, or use of spare parts, where not authorised by us.
- Damage to ceramic or glass surfaces (unless caused by an accident protected by the plan).
- Files lost due to a repair or replacement and your failure to back them up.
- 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 claim you made.
- The cost of replacing any accessories including: external fuses, lawnmower belts, 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, rain covers, starter connections and straps, 3D glasses, vacuum cleaner bags, brushes and tubes, audio pick-up systems including scanners, printer toner or ink cartridges and printer ribbons.
- For products that include software: external data carriers, other input devices (scanners, joysticks, mouse devices), other external controllers (if not included when purchasing the product), installing, modifying and upgrading software.
- 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.
- 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.

Special exclusions

In addition to the 'General exclusions' above, we won't approve work or payments for, or arising from:

- The failure of the product to operate correctly caused by the withdrawal of services by a third party.
- The replacement of blades, oil or petrol.
- The safe return of any game, DVD or UMD™ which may be lodged inside the product at time of fault.
- Scale damage.
- Energy management systems or immersion heaters.
- Fuel lines to the product and the flue system from the product.
- The loss of safety keys on fitness equipment.

Paying your fee

1. If you pay the total fee (inclusive of all applicable taxes) in one payment, you must pay this in full before the plan will start.
2. If you pay the fee (inclusive of all applicable taxes) by Direct Debit, you must pay this 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.
3. We may use a collection agency to recover any amount owing to us.
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.

Duration and renewal of the plan

1. The initial plan period begins on the purchase date and lasts for the number of years specified on your receipt (unless terminated in accordance with these terms and conditions).
2. Before your plan ends, we will send you a renewal notice. Your renewal notice will show the new fee amount to pay. The fee payable may increase at renewal.
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 inform us otherwise. Unless you have advised otherwise, the renewal fee will again be collected from your specified bank account, to ensure you are always protected.
4. If you pay by any other means, you will need to make payment for your plan to continue.
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.
6. We reserve the right not to offer you a renewal on your plan.

Cancellation and termination

Cooling off period – Changing your mind

1. The 'cooling off period' is the forty five (45) day period from receipt of your documentation or from the plan start date, whichever is later.
2. If you change your mind during the cooling off period, you can cancel your plan and we'll refund any fee paid.
3. If your plan automatically ends or is cancelled by us, these rights do not apply (see 'Our right to cancel and termination of your plan' below).

After the cooling off period

If you cancel your plan after the cooling off period, then 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 might not have paid for any future months of your plan. If so, you will not receive any refund.

How to cancel

If you wish to cancel your plan, please write to us at Domestic & General Services Limited, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or click on 'contact us' at www.domesticandgeneral.com. You may need to send in your documentation and receipt. If you are paying by Direct Debit and choose to cancel the plan, please inform us before telling your bank to cancel your Direct Debit Instruction.

Our right to cancel and termination of your plan

1. If at any time you receive a replacement product (or a voucher settlement), your plan will automatically end and no refund will be due (see 'What happens if your product is replaced?' above).
2. If you fail to comply with certain conditions and obligations (see 'Important conditions and your obligations' above) we may terminate your plan and we won't provide any further services to you under the plan. We'll refund all fee payments you have made during the current period. You must pay us for any call-out and repair costs we have incurred.
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.
4. If we decide not to approve a repair or replacement (or voucher settlement) which would otherwise fall within the terms of your plan, we will refund any fees paid by you for the current plan period and your plan will end immediately.
5. In each case, we'll confirm any such termination or cancellation in writing to the last address you gave us.

Customer services details

For customer services: call 03444 810 511, write to us at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or email us by clicking on 'contact us' on our website: www.domesticandgeneral.com

Telephone calls may be recorded and monitored for training and verification purposes. Calls are charged at up to 5.1p per minute (plus a 15p connection fee) from a BT landline. Charges from mobiles and other providers may vary. Prices correct at May 2014. Lines are open at a minimum, from 9am to 5pm, Monday to Friday (except public holidays).

How to complain

If you wish to complain or you are unhappy with the service provided, please contact our customer services team (see 'Customer services details' above).

Transferring your plan to a new owner

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. You cannot transfer it to any other product.

Changes to these terms and conditions

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; and
- Reflect changes in the scope or nature of the protection provided to you.

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.

Important Data Protection Information

Domestic & General Services Limited, Argos 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) 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 members of the Domestic & General Group of companies and selected companies acting on our behalf. We, along with other members of the Domestic & General Group of companies, its business partners and third parties may use your information to tell you about any offers, products or services which may be of interest to you. You may therefore be contacted by mail, telephone, email and/or other electronic messaging services unless you have asked not to be. You may (for a small fee of £10) request a copy of your data. If your personal details change, if you wish to change your marketing preferences or if you wish to opt out of receiving marketing information, please let us know by writing to the Data Protection Officer, Domestic & General, Freepost CV2560, Bedworth, Warwickshire CV12 8BR. If you do not wish to be contacted for marketing purposes by mail or telephone write to us at the address above.

Exclusion of third party rights

This plan is only for your benefit. No rights or benefits will be given to any other third party under the plan.

Governing law and statutory

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. These rights include the right to claim for a refund, repair, or replacement for up to six years (five in Scotland) if your electrical goods were not of satisfactory quality or fit for their purpose when they were sold to you. After the first six months you will have to prove that the goods had a fault when sold to you and the longer it takes for the fault to appear the more difficult this will be. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau, or visit www.consumerdirect.gov.uk.

Customers with disabilities

We offer a number of services for customers who have disabilities including providing our documents in Braille, large print or audio formats. For further information please contact us (see 'Customer services details' above).

Other providers

You should be aware that extended warranties are available from other high street outlets, insurance companies and other providers. Cover may also be available for limited periods on some appliances from your credit card provider. Some household contents insurance policies offer cover for accidental damage, fire or theft. However, you may find that an excess is payable and a claim may affect the cost of subsequent insurance premiums.

When can you buy a plan?

If you decide not to buy a plan when you buy your product, any written quotation given to you will be available on the same terms and conditions for a period of 45 days. Any offers, such as discounts and vouchers, which are linked to the purchase of the plan will also remain available for that period.

Meeting the obligations under your plan

Domestic & General Services Limited is the provider of the care plans and the obligations under these plans are backed by assets held within a trust fund for your protection.

Company information

This plan is provided by Domestic & General Services Limited. Registered in England. Company No. 1970780.
Registered office: Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS.