

## **Ride Along Care UK**

### **POLICY 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 have not given you a personal recommendation as to whether this policy is suitable for your specific needs.

#### **Definitions**

**policy:** this contract of insurance.

**product(s):** the products protected by this policy.

**we/us/our:** Domestic & General Insurance Plc, the provider of the policy.

**you/your:** the customer.

#### **Eligibility**

You must be at least 18 years old and a resident in the United Kingdom to be eligible. Your product must be in good working order when this policy starts. Your product must have been bought from Argos and have a purchase price of less than £150.

#### **Important conditions**

The following conditions apply to this policy:

- You must provide us with any information that we request when you apply for the policy. 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 non-commercial use; and
- Your product must be easily accessible and meet all relevant safety standards and be safe to work on.

If you do not comply with the conditions and the eligibility requirements above, we will end your policy.

#### **What this policy covers**

##### **Breakdown**

If your product suffers a mechanical or electrical breakdown after the end of the manufacturer's parts and labour guarantee period, we will either arrange a replacement or (at our option) pay the cost of a replacement product in vouchers.

##### **Accidental damage**

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), we will either arrange a replacement or (at our option) pay the cost of a replacement product in vouchers.

##### **How to make a claim**

Return to any store with your product, this document and the proof of purchase for both your policy and your product to ask for a replacement.

##### **Replacements**

1. For authorised claims, we will arrange to replace your product with a new product of the same or similar make and technical specification, subject to these terms and conditions.

2. We may give you vouchers instead. The vouchers will be for the full retail price (from Argos) of a replacement product of the same or similar make and technical specification. If no such product is available, the vouchers will be for the amount you originally paid for the product.
3. All vouchers will be redeemable from Argos and will be valid for 12 months from the date of issue. If vouchers are not available we may provide a cash equivalent.

### **Product disposal and delivery, installation and other costs**

1. You must return to any Argos store to receive your replacement product. We will not arrange or pay for the product to be delivered.
2. You must bring the original product with you into store. It will become our property and we will dispose of it. 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 policy will continue on the replacement product as if it were the original product. If we decide to replace your product (or give you vouchers for a replacement) under your policy, your policy will end immediately. No fee paid will be refunded.

### **General exclusions**

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

- Damage during delivery, installation or transportation of the product by a third party not under our instruction.
- 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.
- Routine maintenance, cleaning, servicing and re-gassing.
- 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 date-change faults).
- Files lost due to a 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 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.

### **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 safe return of any game, disc, memory card or stick which may be lodged inside the product at time of fault.
- Any item or accessory which was not supplied as standard with the original product, e.g. extra items or accessories sold separately or as part of a bundle.
- Repair work on your product.
- Damage to handle bar foam or rubber.
- Tyres, brake pads, lights and inner tubes.
- Replaceable parts on musical instruments, e.g. guitar strings.

### **Paying your premium**

1. You must pay the total premium (inclusive of all applicable taxes) in one payment, in full before the policy will start.

### **Duration of your policy**

The policy begins on the purchase date and lasts until the product covered by the policy is 2 years' old (unless the policy is ended in accordance with these terms and conditions).

### **Cancellation and ending of the policy**

#### **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 policy start date, whichever is later.
2. If you change your mind during the cooling off period, you can cancel your policy and we'll refund any premium paid.
3. If your policy automatically ends or is cancelled by us, these rights do not apply (see 'Our right to cancel your policy or bring it to an end' below).

#### **After the cooling off period**

If you cancel your policy after the cooling off period, then we'll refund the fee paid by you for the remaining full months of your policy.

### **How to cancel**

If you wish to cancel your policy during the first forty five (45) days please return to the store with your documentation and proof of purchase. To cancel your policy after the first 45 days, please write to us at Domestic & General Insurance Plc, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or click on 'contact us' at [www.domesticandgeneral.com](http://www.domesticandgeneral.com). You will need to send in your documentation and proof of purchase.

### **Our right to cancel your policy or bring it to an end**

1. If at any time we replace your product (or give you a voucher settlement), your policy 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' above) we may bring your policy to an end and we won't provide any further services to you under the policy. We'll refund all fee payments you have made during the current period of the policy.
3. We reserve the right to cancel your policy by giving you fourteen (14) days' notice. If we cancel your policy using this provision, you will receive a pro rata refund of the fee paid for the remaining unexpired days of your policy.
4. In each case, we'll confirm any such ending or cancellation of the policy 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](http://www.domesticandgeneral.com)

Calls cost the basic rate per minute plus your phone company's access charge. Calls may be recorded and monitored for quality and training purposes. 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).

If you are not satisfied you can ask the Financial Ombudsman Service (FOS) to review your case. They can be contacted at: The Financial Ombudsman Service, Exchange Tower, London E14 9SR, or by email at: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Referral of your complaint to the FOS does not affect your right to take legal proceedings.

### **Transferring your policy to a new owner**

With our permission you may transfer your policy 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 item (except for replacements of your product provided under a manufacturer's guarantee).

### **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 policy 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 policy.

### **Important Data Protection Information**

Domestic & General Insurance Plc, 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: Freepost PLUS RTKS-CLRA-GRYE, Data Protection Officer, Domestic & General, Leicester House, 17 Leicester Street, Bedworth CV12 8JP. 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 policy is only for your benefit. No rights or benefits will be given to any other third party under the policy.

### **Statement of demands and needs**

We have not given you a personal recommendation as to whether this policy is suitable for your specific needs. This policy meets the demands and needs of those who wish to insure their product against breakdown and accidental damage.

### **Governing law and statutory rights**

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 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 the Citizens Advice Bureau: [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or 03454 04 05 06.

### **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 0800 561 4450, 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](http://www.domesticandgeneral.com)

### **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 policy?**

If you decide not to buy a policy 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 policy will also remain available for that period.

**The Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme. If we cannot meet our obligations to you under the policy, compensation may be available to cover these obligations. The compensation provides for 90% of any claim with no upper limit on the amount of the claim. Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to them at: FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

**Company information**

This policy is provided by Domestic & General Insurance PLC. Registered office: Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS. Registered in England and Wales. Company No. 485850.

Domestic & General Insurance PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number 202111). Our address and details of our authorisation can be checked on the FCA website (<https://register.fca.org.uk>) or by contacting the FCA on 0800 111 6768.