# SERVICE GUARANTEE POLICY

These terms and conditions, together with your Confirmation Schedule, form your Service Guarantee. Your Service Guarantee is a warranty product. It provides you with help and support to keep the electrical item listed on your Confirmation Schedule ("Electrical Item") up and running in good working order and it provides you with repair services in the event the Electrical Item suffers a mechanical or electrical breakdown.

Please read these documents carefully to make sure this Service Guarantee is right for you. You may also wish to review it periodically to ensure that it continues to meet your requirements. Please note that this Service Guarantee is not an insurance policy.

This is a contract between you (as the "Customer" named on the Confirmation Schedule) and The Warranty Group Services (Isle of Man) Limited ("Provider"). Shop Direct Home Shopping Limited ("SDHS") has been appointed by the Provider to arrange your Service Guarantee. Shop Direct Finance Company Limited ("SDFC") has been appointed by SDHS to administer your Service Guarantee. References to "we/us/our" throughout this Service Guarantee relate to the Provider, SDHS and SDFC.

Please note that having this Service Guarantee does not mean that you should not take care of your Electrical Item.

Please refer to section 3 "What is not included?" for further information. If you have any questions, please refer to section 7 "Making an Enquiry or Complaint".

### **Automatic Extension of your Service Guarantee**

Please note that your Service Guarantee may be automatically extended on a rolling one year basis for up to 6 years. We will contact you a few weeks prior to the expiry of your Service Guarantee with further details including cost, payment method and information about how to opt out of the extension if you don't want to continue with your Service Guarantee. You can opt out up to 60 days after your Service Guarantee has automatically extended at no cost to you. Please refer to section 5 "How to Cancel your Service Guarantee" for more information about your cancellation rights. If your Service Guarantee is not being automatically extended, we will contact you to let you know when it will end.

### 1. Who is Eligible for this Policy?

You are eligible to take out this Service Guarantee if you can satisfy ALL of the following conditions:

- You are over 18 years old at the date of purchase;
- You are resident in the United Kingdom (which excludes the Isle of Man, Jersey and the Channel Islands) ("UK"); and
- your Electrical Item was purchased by you from SDHS.

#### 2. What services are provided?

Services	Description
Product Support in the Online Service Centre	As part of your Service Guarantee you will have access to Product Support in the Online Service Centre. Product Support will offer you the following help and assistance with your Electrical Item:
	Set Up Support – this is information on how to get your Electrical Item up and running and will include an installation guide for your Electrical Item.
	<b>Hints and Tips</b> – this is information about things you can do to help prolong the life of your Electrical item. If followed the Hints and Tips should help you keep your Electrical Item in good working order. Information on how to troubleshoot common problems with your Electrical item will also be available.
	Annual Health Check - we'll send you a reminder of these useful Hints and Tips along with any additional information we think will help you ensure your Electrical Item is working correctly. We will do this via email on an annual basis starting from the first anniversary of the Start Date of your Service Guarantee. A copy of your Annual Health Check will be available for you to view in Product Support.
	More information about registering with and accessing the Online Service Centre is provided in "Important Information" below.
	Alternatively, we will provide you with the Product Support information by post in the event we do not have your email address on record.
Troubleshooting with a Technical Engineer	You can also contact us by telephone on <b>03330 436 710</b> to discuss the operation of your Electrical Item with one of our advisors. The assistance provided by our advisors will be based on the information available to you in the Product Support area.
	If our advisor is not able to assist you, and you are still having problems with your Electrical Item, we can arrange a call back from one of our Technical Engineers. Our Technical Engineers have more knowledge and expertise in relation to the operation of your Electrical Item and will aim to help you resolve your issues without you needing to make a service request.
	Our telephone lines are open Monday to Friday 9am - 8pm and Saturday 10am - 4pm.
Repair or Replacement Service	If your Electrical Item suffers a mechanical or electrical breakdown after the manufacturer's warranty has expired, we will repair it.
for mechanical or electrical breakdown of your Electrical Item	If it is not possible to repair your Electrical Item (or it is uneconomical to do so) we will replace it with an electrical item that is the same make and model as your Electrical Item. If we cannot do this, you will be given a choice of models with an equivalent specification.
	Where your Electrical Item has broken down and a repair or replacement is not possible, we will contact you to discuss an alternative settlement. The value of the alternative settlement will not exceed the original purchase price of your Electrical Item.
Products On Loan	If your Electrical Item is a television and it suffers a mechanical or electrical breakdown, you may be eligible for a loan television if the following criteria are met:
	1. the original purchase price of your Electrical Item was £150 or more;
	2. the screen size of your Electrical Item is bigger than 26 inches; and
	3. it is likely to take longer than 14 calendar days to complete the repair of your Electrical Item.
	You can only request a loan television over the telephone as we cannot process these requests through the Online Service Centre.
	The loan televisions:
	1. are subject to availability;
	2. are available for a maximum of 6 weeks;
	3. may be a different make and/or model to your Electrical Item;
	4. have a minimum screen size of 32 inches; and
	5. do not include any additional stands or wall mounts.
	Where your request has been accepted by us, the loan television will be delivered to you by our courier or our Engineer. It will be collected from you once your Electrical Item is fixed and returned to you (either by us or the manufacturer) or, where your Electric Item could not be repaired, when a replacement item or alternative settlement is provided (either by us or the manufacturer). It is your responsibility to look after the loan television while it is in your possession.
Important Information	Description
Registering for the Online	You can access the Online Service Centre through the following link(s):
Service Centre	www.productprotection.very.co.uk (for Electrical Items purchased from Very.co.uk)
	www.productprotection.littlewoods.com (for Electrical Items purchased from Littlewoods.com)

	You will need to register to access the Online Service Centre by clicking the link in the enrolment email sent to you following the purchase of your Service Guarantee or by clicking "Register" on the website and following the registration instructions.
Repair Cover	Depending on your Electrical Item, the repair services will cover the costs of either:  1. call out charges, parts and labour; or  2. call out charges and labour (where parts are provided by the manufacturer at no extra cost to you).  The costs included in the repair services for your Electrical Item will be detailed in your Confirmation Schedule.
Replacements	We will only replace your Electrical Item if:  1. a part required for a repair is not available; or  2. we decide it is uneconomical to repair; or  3. we cannot complete the repair within 6 weeks after the authorisation of the repair.  We cannot guarantee we will be able to replace your Electrical Item with one of the same colour or replace any limited or special editions with an identical item.  Your Service Guarantee will not provide cover for any associated costs in relation to the replacement of your Electrical Item. Please refer to section 3 "What is <u>not</u> included?" for more information.
Number of Service Requests	You can make an unlimited number of service requests on this Service Guarantee.
Manufacturer's Warranty	The Repair and Replacement Services provided under this Service Guarantee are available upon the expiry of the manufacturer's warranty that applies to your Electrical Item.
	Nothing in this Service Guarantee is intended to affect your rights under your manufacturer's warranty or your statutory rights under the Consumer Rights Act 2015.

## 3. What is not included?

Exclusions	Description
Loss or Theft	This Service Guarantee does not provide cover where your Electrical Item has been lost (for any reason) or stolen.
Failure to follow the Manufacturer's Instructions	This Service Guarantee does not provide cover where your Electrical Item breaks down as a result of failure to follow the manufacturer's instructions including, but not limited to, incorrect or inadequate assembly, installation or operation of your Electrical Item.
Engineer Appointment without a Service Request	This Service Guarantee does not provide you with appointments for our Engineers to visit your home to inspect your Electrical Item unless you have submitted a service request that has been accepted by us.
Routine Maintenance	This Service Guarantee does not provide the assistance of our Engineers to perform routine maintenance including, but not limited to, adjustments, cleaning, modification, tuning, or realignment. The <i>Hints and Tips</i> provide you with information on actions <b>you</b> can take in relation to routine maintenance.
Other Products On Loan	This Service Guarantee does not provide any products on loan for any electrical item other than televisions that meet the criteria detailed in section 2 "What services are provided?". This Service Guarantee does not provide cover where your Electrical Item has been lost (for any reason) or stolen.
Breakdown during the Manufacturer's Warranty	This Service Guarantee does not provide cover for your Electrical Item if it breaks down for any reason during the manufacturer's warranty. Please consult the manufacturer of your Electrical Item for information about the duration of manufacturer's warranty.
Damage to the Electrical Item	This Service Guarantee does not cover any damage to your Electrical Item, regardless of how it is caused. This includes, but is not limited to, cosmetic damage, accidental damage (including damage caused by foreign objects) and wilful damage.
	Please remember that having this Service Guarantee does not mean that you should not take care of your Electrical Item. You should keep the Electrical Item in a good state of repair and take all reasonable precautions to prevent mechanical or electrical breakdown.
Unauthorised Repairs	This Service Guarantee does not provide cover for your Electrical Item if someone other than our Engineer has repaired or attempted to repair the Electrical Item.
Consumable items replaceable by you	This Service Guarantee does not provide cover for consumable items that are replaceable by you including, but not limited to, fuses, batteries, light bulbs and other such consumable items. This Service Guarantee does not provide cover where your Electrical Item has been lost (for any reason) or stolen.
Contents of the Electrical Item	This Service Guarantee will not provide cover for the contents of your Electrical Item. For example, we will not cover food loss, loss or corruption of data, images, games, logos and downloads or any other similar content of your Electrical Item. We will only provide cover for the repair or replacement of your Electrical Item itself. This Service Guarantee does not provide cover where your Electrical Item has been lost (for any reason) or stolen.
Modifications	This Service Guarantee does not provide cover for modifications you have made to your Electrical Item. Modifications are where you have changed the way your Electrical Item looks or works from the original specification, for example, an upgraded hard drive in a laptop. We will only repair or replace your Electrical Item in accordance with the original specification.
Other costs or losses	This Service Guarantee does not provide cover or compensation for any other loss or cost other than the cost of repairing or replacing your Electrical Item in the event of a mechanical or electrical breakdown. For example, we will not pay for installing a replacement electrical item.
	This Service Guarantee will only cover you for mechanical or electrical breakdown and does not provide cover for normal wear and tear of your Electrical Item.

## 4. How long does your Service Guarantee last?

Your Service Guarantee begins on the start date provided in your Confirmation Schedule ("Start Date").

Your Service Guarantee will end on the earlier of the following events:

- The date you return your Electrical Item to SDHS (in accordance with SDHS's returns policy); or
- The date we or the manufacturer replace your Electrical Item or you receive an alternative settlement when we cannot replace the Electrical Item; or
- The date this Service Guarantee is cancelled by you or the Provider; or
- If your Service Guarantee has not been automatically extended, the end date provided in your Confirmation Schedule; or
- If your Service Guarantee has been automatically extended, the end date provided in your most recent Confirmation Schedule.

## Important points about your Service Guarantee:

- If you cancel the purchase of your Electrical Item before it is delivered to you, we will automatically cancel your Service Guarantee.
- If you return the Electrical Item to SDHS (in accordance with SDHS's returns policy), we will automatically cancel your Service Guarantee.
- If SDHS replaces the Electrical Item in accordance with the Consumer Rights Act 2015, we will automatically cancel your Service Guarantee.

• If the manufacturer replaces the Electrical Item in accordance with the manufacturer's warranty, your Service Guarantee will not transfer to the replacement electrical item. It is your responsibility to contact SDFC to cancel your Service Guarantee. Please see section 5 "How to Cancel your Service Guarantee".

#### 5. How to Cancel your Service Guarantee

#### Cooling Off Period

If, for any reason, you are not satisfied with your Service Guarantee you can cancel it within the first 60 days and receive a full refund of the price paid for the Service Guarantee. The **60 day** period begins on the date you purchase the Service Guarantee or, if your Service Guarantee has been automatically extended, the first day of the extended period.

#### **Cancellation Rights**

After expiry of the 60 day Cooling Off Period, you can cancel your Service Guarantee at any point during the term and receive a pro rata refund of the price paid for your Service Guarantee, based on the number of full unexpired months remaining.

For example, if you cancelled your Service Guarantee after half of the term has expired (e.g. after 1 year of a 2 year term) you will receive a 50% refund of the price paid. These cancellation rights also apply to your Service Guarantee if it has been automatically extended.

To cancel your Service Guarantee, please telephone SDFC on 0800 092 9051 or write to us at:

Insurance Customer Services, Sandringham House, Sandringham Avenue, Chelmsford, CM92 1LH

Your Service Guarantee may also be terminated by the Provider by giving you 90 days' notice in writing. The Provider may terminate your Service Guarantee (i) for legal or regulatory reasons or (ii) where it can no longer offer the services provided by the product. Where notice is given by the Provider, you will receive a refund for the Service Guarantee in accordance with the conditions set out above.

**IMPORTANT:** Please remember, if your Electrical Item has been replaced by us (or you received an alternative settlement where we could not replace your Electrical Item) your Service Guarantee will have ended and you will not be eligible for any refund of the price paid for the Service Guarantee.

#### 6. How to make a Service Request?

Actions you need to take before contacting us:

Action	Description
Check all connections	First check that all electrical connections are in working order. For example, check that your Electrical Item is plugged in correctly, switched on correctly and the fuse is working.
Consult Product Support	Consult the Product Support in the Online Service Centre and follow any advice provided to help you resolve your issue.
Report your service request to us within 28 days	Please report your service request to us as soon as possible, but no later than 28 days after the mechanical or electrical breakdown has occurred. After this time, it may be difficult for us to investigate your request and prevent any further problems arising with your Electrical Item.
	If you report your service request after 28 days, we may not consider it. Service requests outside this timeframe will be considered on a case by case basis taking into account the reason for the delay, for example, if you have been unable to contact us because you have been in hospital.

### Steps to making a Claim:

Step One: Registering Your Service Request	To register a service request, you should:  • log on to the Online Service Centre within 28 days of your Electrical Item breaking down;
	Click on "Report a Fault";
	Check to see if your Electrical Item is suffering from a commonly diagnosed problem and if so, check to see if our suggested actions will fix the issue;
	If you are not able to fix the issue using the suggested actions, continue to register your service request for your Electrical Item by inputting the relevant information and submitting your request.
	Alternatively, if you would like to discuss your service request with an advisor you can contact us by telephone on 0800 092 9051 or you can write to us at:
	SD Service Request Administration Services, The Venter Building, Rainton Business Park, Houghton Le Spring, County Durham, DH4 5RA
Step Two: Inspecting and Repairing your Electrical Item	We may arrange an appointment with you for one of our Engineers to visit and inspect the Electrical Item. Where our Engineer visits you, the Engineer will either:
	repair the Electrical Item during this appointment if it is possible to do so; or
	<ul> <li>arrange a time with you to repair the Electrical Item if they are not able to do it at the time, for example, they need to collect a part to complete the repair.</li> </ul>
	Alternatively, we may arrange for the Electrical Item to be returned to us in order to inspect and repair it, where appropriate.
Step Three: Replacing your Electrical Item	If it is decided that the Electrical Item cannot be repaired, we will arrange with you for a replacement electrical item to be delivere If a replacement is provided, we may ask you to return your original Electrical Item to us or dispose of it yourself.

#### Important points about making a Service Request

- When making a service request you or anyone acting on your behalf must take reasonable care to answer all questions honestly and to the best of your knowledge. Failure to do so may affect your service request.
- If your service request is refused and you are unhappy with the decision, please follow the complaints process set out in section 7 "Making an Enquiry or Complaint".
- Please remember, if your Electrical Item is replaced by us or the manufacturer, or you receive an alternative settlement, your Service Guarantee will end.

## 7. Making an Enquiry or Complaint

It is our intention to provide you with a high quality service, but there may be times when you feel that this has not been achieved.

For enquiries or complaints relating to arranging, providing or administering your Service Guarantee, please telephone SDFC on 0800 092 9051 or write to the following address: SDFC Customer Services. Sandringham House, Sandringham Avenue, Chelmsford, CM92 1LH

 $Please\ remember\ to\ quote\ your\ Service\ Guarantee\ number\ shown\ on\ your\ Confirmation\ Schedule\ when\ submitting\ an\ enquiry\ or\ complaint.$ 

Where you have submitted a complaint, depending on the nature of the issue you are raising, SDFC may forward your complaint to SDHS if it would be more appropriate for them to handle. Otherwise, SDFC will handle your complaint on behalf of the Provider.

None of the above affects any statutory right of action you may have.

#### 8. Choice of Law

English law applies to this Service Guarantee. It is written in English and all communications with you will be in English.

## 9. Changing the Terms of your Service Guarantee

We may alter the terms of your Service Guarantee by giving you 30 days' notice in writing to your last known address. We will only alter the terms of your Service Guarantee where there is a legislative change required, where we are responding to industry guidance and codes or to reflect reasonable cost increases with providing the Service Guarantee.

#### 10. Provider and Administrator Information

This Service Guarantee is provided by The Warranty Group Services (Isle of Man) Limited, whose registered address is Third Floor, St. Georges Court, Upper Church Street, Douglas, IM1 1EE, Isle of Man (Company number 094279C). This Service Guarantee is backed by trust funds held by an independent trustee which are not protected by the Financial Services Compensation Scheme. Service requests are administered by Shop Direct Finance Company Limited, whose registered address is Aintree Innovation Centre, Park Lane, Netherton, Bootle, Liverpool L30 1SL (Company number 4660974).

#### 11. How we will use your Personal Data

The Provider is the data controller of your personal data.

Using your personal data: The Provider will use your personal data in order to provide you with your Service Guarantee. Types of personal data which the Provider will use include your name, address, telephone number and email address. If you do not provide the personal data required, the Provider may be unable to provide you with the services under your Service Guarantee.

The Provider's legal basis for processing your personal data include (i) to perform its contract with you (ii) to fulfil its legitimate interests or the legitimate interests of a third party and (iii) to comply with legal obligations to which it is subject. Your personal data will be kept for as long as necessary. It will be deleted or anonymised if it is no longer required for the purposes for which it was obtained.

**Transferring your personal data:** The Provider may share your personal data confidentially with other third parties, for example, claims administrators, authorised engineers, IT service providers, telephony service providers and courier service providers.

In providing your Service Guarantee, your personal data may be transferred outside the European Union. Your personal data will at all times be held securely and handled with the utmost care in accordance with applicable data protection laws.

Your rights: You have a number of rights in relation to your personal data. These include the right to be informed, the right to have access to your personal data, the right to rectification, the right to receive your data in a transferable format, the right to erasure, the right to restriction of processing and the right to object to how your personal data is processed. You also have the right to make a complaint in relation to your personal data to the Information Commissioner

Contact details: The Data Protection Officer can be contacted by writing to the Customer Relations Team, TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucester, GL17 0AF or by emailing Customer.Relations@thewarrantygroup.com or by telephone on 0330 100 3247.

You can contact the Data Protection Officer to obtain a copy of your personal data held by the Provider, for more information on the rights to your personal data or to exercise one of your data rights.

## 12. Customers with Additional Requirements

If you have hearing or speech difficulties, you can text telephone on 0800 092 9051.

You can also get a copy of this Service Guarantee and our other literature in large print, audio or Braille by calling us on 0800 092 9051 or writing to us at:

SDFC Customer Services Sandringham House Sandringham Avenue Chelmsford CM92 1LH