

DYNAMIC PRICING APPLIANCE PROTECTION PLAN TERMS & CONDITIONS

OUR SERVICE & SUPPORT PLANS

It is important for your benefit and protection that you read these terms and conditions. These and your certificate, and any changes we notify you about (at renewal to. We intend to rely on the terms and conditions set out in this document. Protection will start 30 days after your application is processed. This service agreement will not be in force unless you have paid all amounts due under the Service Agreement (this may be payment in advance or a direct debit facility).

DEFINITIONS

Plan: this contract of services.

Product(s): the appliance(s) protected by this plan, as shown on your certificate.

We/us/our: Service Box Group Limited, trading as Service Box, the provider of the plan.

You/your: the person named on your certificate.

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

ELIGIBILITY

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

OUR PLANS

Our plans are not an insurance product, they are a discretionary protection plan and operate on a wholly discretionary basis. This means that Service Box will exercise its discretion, acting reasonably, when it comes to any claim for repairs and replacements. In exercising our discretion, we take pride in treating our customers reasonably and fairly.

Discretionary protection plans can offer more flexibility in terms and conditions and how requests for repairs and replacements are dealt with. Decisions can be made quickly and also in-house, often resulting in better service with faster turnaround times. That means that if we approve a repair or replacement, we can have your broken appliance working again as soon as possible, minimising any inconvenience to you and your household.

PRICE & MONTHLY PAYMENTS

The annual price you pay for the plan is set out above (annual price). The amount you pay each month is paid by Direct Debit (monthly payments). All prices include the relevant taxes at the current rate.

If we are unable to collect a payment from your bank, we may attempt to request payment again unless you advise us otherwise.

If you do not pay for your plan on time, it will be suspended from the payment due date. Any requests for repairs past this date will not be considered for approval unless payment is received. We may also use a debt collection agency to recover any amount owing to us and may recover the costs of doing so from you.

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.

LIMITS OF THE PLAN

There is no limit to the number of repairs you can request unless your plan ends.

NON-CANCELLATION FEE

Please inform us 24 hours in advance if you need to cancel an appointment. If our engineer attends for a booked appointment and you are not available, we can - at our discretion - charge you a non-cancellation fee of £60.

CONTRACT TERM

Your contract term is 12 months and starts on the start date set out above (start date) and continues until it is terminated in accordance with this agreement.

During the first 30 days, you are not able to call out an engineer for a repair, you will only be able to use telephone support.

CANCELLATION

There is a 14-day cooling off period during which time you can cancel and will receive a full refund.

After the 14 days the contract will run for the full year. Your contract end date will be the anniversary of your cover start date. Annual renewal will happen automatically to ensure continuation of the protection. Should you not wish to

renew this plan for the following year, we accept cancellation requests at any time, either in writing or by phone.

We may end your agreement at any time if:

- You give us false or incorrect information.
- You fail to pay for your plan.
- You use threatening or abusive behaviour or language
- Your Appliance/Item is deemed by us to be unsuitable for our support plans.

In the event that your Appliance/Item is found to be unsuitable for our support plans, we will refund the monthly payments already made.

RENEWALS

We aim to send you a renewal notice 28 days before the end of your fixed price term showing the annual price you will pay to continue. We'll keep renewing your agreement automatically unless you contact us and ask us to cancel. The fee payable may increase at renewal.

YOUR RESPONSIBILITIES

It is your responsibility to keep us informed of any changes to your contact details including telephone number, address or email. If you change an appliance that's protected by us, you need to tell us the make and model of the new one, so we can check we can cover it. If we can't protect your new appliance(s) we may need to cancel or amend your product.

IMPORTANT CONDITIONS AND YOUR OBLIGATIONS

- This agreement provides you with telephone support and access to our network of approved engineers for repairs which are approved by us. It is not a contract of insurance nor regulated by the Financial Conduct Authority.
- Any benefit under this service agreement related to the occurrence of an uncertain event will be provided at our absolute discretion, acting reasonably.
- We will use your personal data in accordance with our privacy policy which you can find at <https://www.service-box.co.uk/privacy-policy>
- We will carry out our obligations under this agreement within a reasonable time unless we cannot do so due to circumstances which are beyond our reasonable control.
- You must have the appropriate authority to make decisions about any appliance(s) protected under this agreement.
- We may at any time transfer any or all our rights or responsibilities under this agreement to any other organisation. We will tell you as soon as we reasonably can if we do so. We may also subcontract anything we have agreed to do under this agreement. None of this affects your rights.
- We may make changes to these terms and conditions. If we make changes which are not in your favour, we will tell you about them. If you do not accept the changes, you may end this agreement without any cancellation fees.
- All parts and materials supplied by us shall be standard parts commonly used in the industry
- We shall not be responsible for the cost of a "like for like" replacement part to the extent that the cost of that replacement part exceeds the cost of an equivalent standard part.
- 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.
- The rights provided to you under this service agreement cannot be transferred by you to anyone else.
- To improve the quality of the service some calls to the helpline may be recorded for training and monitoring purposes.
- You must arrange 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 leak. Where you have requested services from us, you must notify us

if such work (to make your product accessible and compliant with relevant safety standards and safe to work on) is required, let us know when it has been completed and provide us with the relevant certification (if applicable). We will not 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 end your plan.

- If you do not own the property where the item is located, you must obtain the property owner's permission before you arrange any repair. We do not accept any responsibility for damages or losses you sustain if you have not sought and obtained permission from the property owner.
- Please provide us with as much information as possible about the repair required. This may include, but is not limited to, the manufacturer of the faulty item, the faults recognised (including any visual displays), the length of time the problem has been apparent, and if any other repairs have been attempted. To minimise the cost and time length of your repair you should create as much access as possible.
- You must not act in a fraudulent manner. If you, or anyone acting for you, makes a claim under the Service agreement knowing the claim to be false, exaggerated in any respect, or makes a statement in support of a claim knowing the statement to be false and submits a document in support of a claim knowing the document to be forged or false in any respect, then the Service Providers: a. Will decline the claim. b. Will be entitled to recover any amounts paid from the inception of the Service agreement.
- In the event of a breach by you of any of these conditions or obligations, we will have the right to void this protection plan and will be under no liability to make any payment of any kind.
- If you have several different policies, some elements of your cover may overlap. In the instances of overlapping cover, we will not issue a refund.
- Cover is provided on the understanding that you will maintain the cleanliness and hygienic state of your item(s). Failure to do so may result in your claim being declined.
- Your product must be owned by you. This plan will not apply to products which you are purchasing under a hire purchase agreement, a conditional sale agreement or any other credit or other arrangement under which title to the product is not vested in you.

WHAT THIS PLAN INCLUDES

BREAKDOWN

Your Plan protects your item(s) against (a) mechanical and electrical breakdown and (b) damage caused by accident. If you have taken out your plan when your item(s) are within its manufacturer's guarantee, your protection plan will only cover you for (b) damage caused by accident. Once your manufacturer's guarantee period ends your protection plan will cover you for both (a) and (b). Our customer services team will try to resolve the problem over the telephone. If we are not able to resolve the problem, we will, at our discretion, decide whether to approve a repair. Where we decide to approve a repair, 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.

REQUEST A REPAIR

Please call our support line on 0800 802 1892. Should any issues arise we are here to help; please call us on the number shown above

Our support centre will take some details to understand the issue better. To get you up and running sooner, they will ask questions to identify if the fault can be fixed there and then with some on phone guidance. Where this isn't possible, they will collate the information that will help prepare an engineer, make the booking, and take payment for the call out contribution fee (when applicable). It is not possible to make a claim during your exclusion period i.e., during the first 30 days since your start date). During this period, you can access our technicians through the telephone support line only.

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IMPORTANT INFORMATION ABOUT REPAIRS

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 at least 9am to 6pm, Monday to Friday) on a date agreed with you. 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.

REPLACEMENTS

If a repair is approved, we may (at our discretion), decide to replace your product with a new product of a similar technical specification. For the avoidance of doubt brand and/or colour is NOT considered a technical specification. The replacement provided is based on similar technical specification, not features of the item e.g. digital display is a feature, water/ice dispenser is a feature.

If the product protected was refurbished (purchased as such) then at our discretion we may offer a refurbished product as a replacement.

PRODUCT DISPOSAL, DELIVERY, INSTALLATION & OTHER COSTS

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 the item is still in your home and you would like our assistance to have this taken away, we will endeavour to assist. Depending on the item there may be a cost associated with the disposal, this is not covered by your plan, we will give you a quote for your consideration. Service Box exclude integrated appliances from installation services. For example; we would cover the cost of installation of a washing machine, but not if it is an integrated washing machine.

WHAT HAPPENS IF YOUR PRODUCT IS REPLACED?

If we decide to replace your product with a product protected by a manufacturer's warranty, the plan will not apply to the replacement product. Unless the plan applies to more than one product owned by you, it will end immediately and any unpaid fee for the remaining months of your plan (i.e. the monthly payments you would have made had it continued as usual to its 12 month term) will become payable by you immediately. You will not be entitled to any refund of fees already paid. In the event that a replacement product is provided on a plan with multiple items protected the plan will continue until renewal and any outstanding premiums due over the remaining term of the plan must continue to be paid. In the event of cancellation, we reserve the right to seek the full remaining premium payable under the plan up to the renewal date as the repair/replacement service has been used.

WHAT HAPPENS IF WE DECIDE NOT TO REPAIR OR REPLACE?

If we decide at our discretion not to approve a repair request which would otherwise fall within the terms of your plan, we will inform you. You may ask for us to reconsider your repair request and if so, it will be reconsidered by a separate member of staff who was not involved in the original decision not to approve your request. If following a reconsideration your repair is not approved, at our discretion we will decide how much (if any) of a refund is due, from the current year's premium. Any claim found to be fraudulent will be rejected and no refund due. We may also follow up with criminal prosecution.

GENERAL EXCLUSIONS

Unless listed under 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.
- Water Damage
- Any breakdown cost already covered by any manufacturer's, supplier's or repairer's guarantee or warranty on a product.
- 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 serving 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 a repair (e.g. costs to remove or reinstate built-in or fitted equipment).
- Cosmetic damage such as damage to paintwork, dents or scratches.
- Any loss, damage or impairment functionality caused by theft, attempted theft, neglect, deliberate damage or damage caused by animals, plants or trees.
- Your product must have been installed, maintained and used in accordance with the manufacturer's instructions; In the event of a breach by you of any of these conditions or obligations, we will have the right to void this.
- 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.
- 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.
- 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 started 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.
- 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.
- Your product (if it is able to store data or images e.g. mobile phones or tablets) must not contain any content that may be considered to be illegal. If we find any content, we consider to be illegal, we reserve the right to inform the relevant authorities.
- For electronic devices we only cover the gadget, we don't cover the content. This means that any pictures, software, downloads, apps, music or any other content is not covered by this plan so make sure you back it up regularly.
- We only cover the gadget we don't cover any accessories or modifications. This means and is not limited to chargers, cases, SIM Cards, memory cards or headphones.
- 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.
- Any losses that arise due to delays in getting spare parts unless caused by our negligence or failure to conclude reasonable searches to procure those parts.
- Any damage, defect or breakdown caused by malicious or wilful action including negligence,

misuse, or third-party interference.

- If we can't turn off the external water supply stopcock to your home to complete the repair, it's up to you to get your water supplier to turn it off.
- Any loss in the event of damage occurring where the property has remained unoccupied for 30 or more consecutive days.
- We're not responsible for any loss or damage to, or cleaning of property, furniture or fixtures or any other consequential loss as a result of your product breaking or failing unless we caused it. We will only be liable to recompense you for damages caused by wilful negligence. By agreeing to a repair, you accept that some property damage may be an inevitable consequence.
- The product is used solely for domestic purposes (not for any commercial purpose) and is situated completely within a domestic property.

SPECIAL EXCLUSIONS

- In addition to the 'General exclusions' above, the following are excluded from the plan, and we will not pay for repairs or replacements which relate to:
 - AGAs & gas tumble dryers

CONTACTING US - CONTACT DETAILS

Please write to us at:
Service Box Group Limited
First Floor - Suite 11 Sheridan House
112-116 Western Road, Hove, BN3 1DD

Please telephone us on 0800 802 1892

OPENING HOURS

For non-emergency assistance we are open 9:00am to 6:00 pm, Monday to Friday (except public holidays).

If you think you have a gas leak, you should call the free National Gas Emergencies number immediately on 0800 111 999

The service agreement does not provide cover for any repairs, damage or other loss resulting from gas leaks which occur outside the boundary of your home.

MAKE A COMPLAINT

In order to make a complaint you can:

Call us on 0800 802 1892 Monday to Friday between 9:00am and 6:00pm.

Email us at: support@service-box.co.uk

Write to us at:
Customer Resolutions Manager
Service Box Group Limited
First Floor - Suite 11 Sheridan House
112-116 Western Road, Hove, BN3 1DD
One of our Customer Resolutions Team will endeavour to contact you usually within 48 working hours of receipt of your complaint.

GOVERNING LAW AND STATUTORY RIGHTS

We will communicate with you in English and the law of England and Wales will apply unless the protected home is in Scotland, in which case the law of Scotland shall apply. Nothing in the conditions will reduce or affect your statutory rights; for further information about your statutory rights contact the Citizens Advice Bureau: www.adviceguide.org.uk or 03454 04 05 06.