

BUY IT DIRECT / AIR CON DIRECT / APPLIANCES DIRECT SERVICE CONTRACT TERMS AND CONDITIONS

This Service Contract is provided by Buy It Direct Limited, whose registered office is Unit 3, Trident Business Park, Leeds Road, Huddersfield, West Yorkshire, HD2 1UA and Warranty Logistics Management Limited whose registered office is St Clare House, 30-33 Minories, London, EC3N 1PE (the "Providers")

At their absolute sole discretion the Providers will give the benefit described in this Service Contract for the Contract Term and for any subsequent period that the Providers and You may agree. This Service Contract will not be in force unless You have paid all amounts due to us for the agreement and it has been agreed by an authorised representative of the Providers and confirmation sent to You with the Service Contract. The Service Contract contains details of the rights You have bought, what is excluded from those rights and the terms and conditions of this Service Contract.

UNDERSTANDING YOUR SERVICE CONTRACT

This Service Contract is designed to offer You peace of mind against unexpected expenses arising from the use of Your Air Conditioner. Please read this Service Contract carefully and make sure You understand fully and comply with its terms and conditions in order that you can achieve maximum benefit from its terms. Whilst we will always try to be fair and reasonable in our operation of the scheme, please take care to follow the rules properly as failure to do so may jeopardise the payment of any claims and could lead to Your Service Contract becoming void.

DEFINITIONS

Administrator means Mechanical Breakdown and General Insurance Services Ltd whose address is 21/26 Howard House, Howard Street, North Shields, Tyne & Wear NE30 1AR. Customer Services and Claims telephone number: 0191 258 8163.

Air Conditioner means Any Amcor Unit to be used in domestic locations or approved commercial locations sold by Appliances Direct, Air Con Direct or Buy it Direct that are identified in the Contract Schedule

Event means mechanical electrical breakdown or unexpected repair requirement that generates a claim under this Service Contract

Mechanical Electrical Breakdown means the actual and sudden mechanical / electrical failure or breakdown which results in the sudden stoppage of the Appliances normal function which necessitates repair to resume those functions.

Betterment means the provision for the depreciation of the Air Conditioner over time. At the absolute sole discretion of the providers, Betterment may be applied at 10% per annum from the expiry of the Air Conditioner's original manufacturer's guarantee period up to a maximum of 70% for those products of 8 years or older.

Contract Term means a maximum of 24 months commencing on the expiry of the manufacturers initial point of sale guarantee. The Contract Term is stated on the Contract Schedule.

Contract Schedule means the written confirmation received from the Administrator confirming Your details and the Appliance that is the subject of this Service Contract.

Reasonable Precautions means all measures that it would be reasonable to expect a person to take in the circumstances to prevent any unexpected repair requirements for your Air Conditioner.

Territorial Limits shall mean Great Britain, Northern Ireland, Isle of Man and the Channel Islands and up to 60 days during any one calendar year elsewhere in the World subject to any repairs being carried out in the UK by repairers approved by the Administrator.

We/Us means the Providers.

You/Your means the owner of the Air Conditioner named on the Contract Schedule

THE SERVICE

Subject to the Conditions, Exclusions, Limitations and Claims Procedure, the Providers agree that in the case of an Event outside your manufacturer's guarantee period and within the Territorial Limits during the Contract Term, We shall at Our absolute sole discretion pay for the cost of repair by the approved repairer when authorised by the Administrator or replacement when authorised and arranged by the Administrator. Our maximum liability in respect of any one claim related to an Event will be the replacement cost of the Air Conditioner subject to any betterment as per the terms of this Service Contract.

Any benefit provided by the Providers under this service contract shall be granted solely by the providers and in every case shall be made only upon such terms and conditions as the providers determine. For the avoidance of doubt, the limit of or the provision of the benefit shall only be made in the absolute discretion of the providers.

For the avoidance of doubt this is a contract for the provision of specific services supplied at Our absolute sole discretion and this is not a contract of insurance, a guarantee or an insurance policy

GENERAL CONDITIONS

1. Claims Notifications & Requirements

In order to make a claim, You or Your personal representative, must:

- a) Within 14 days of the occurrence of the Event, notify the Administrator and where requested to do so, in writing; and
- b) submit a claim form to the Administrator.

You must also ensure:

- a) You hold the Air Conditioner or parts thereof available for inspection for 30 days following the submission of a claim.
- b) When requested to do so, and within 14 days of receiving such request, deliver to the Administrator a written statement of all reasonable particulars and details of the Air Conditioner affected, its value and the Event and furnish all such documents, explanations and other evidence as may be reasonably required by the Insurer.

Unless all of the terms of this condition (as detailed above) are complied with, a claim under this Service Contract will not be payable.

2. Air Conditioner replaced under this Service Contract

Should the Air Conditioner be replaced during the Contract Term all potential benefits relating to the Service Contract cease.

3. Access

The Providers, the Administrators or their representatives shall have the right at all reasonable times to have access to the Air Conditioner during the period any repairs are undertaken by You or a designated repairer.

4. Subrogation and Observance

If a claim arises as a result of the act or default of a third party, at the request and expense of the Providers You shall take and permit to be taken in its name all necessary steps to enforce its rights against any such third party. The Providers will not be liable to replace or repair the Air Conditioner under this Service Contract unless You have duly complied with all of the terms and conditions contained in this Service Contract.

5. Fraud

You must not act in a fraudulent manner. If You or anyone acting for You make a claim under the Service Contract knowing the claim to be false or fraudulently exaggerated in any respect, or make a statement in support of a claim knowing the statement to be false in any respect, or submit a document in support of a claim knowing the document to be forged or false in any respect, or make a claim in respect of any loss or damage known by You to be as a result of a wilful act or with Your connivance then the Providers:

- i) Will not pay the claim and will not pay any other claim which has been or will be made in connection with the declared piece of the Air Conditioner
- ii) Will be entitled to recover the amount paid under the Service Contract relating to the specific declared piece of the Air Conditioner since inception and may inform the police of the circumstances

6. Legal and Governing Law

This Service Contract may only be relied on and enforced by the Providers and You and shall not be directly or indirectly enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise. This Service Contract shall in all respects be governed and construed in accordance with the laws of England and Wales and subject to the terms of this clause any disputes arising between the Parties under this Agreement shall be referred to the exclusive jurisdiction of the courts of England and Wales.

EXCLUSIONS

As described above, we very much hope that Your Service Contract will give You peace of mind through protection against the cost of repairs and replacements for its full duration, but obviously some things are not covered:

1. Inherent defects, wear and tear etc.

Damage to or destruction of the Air Conditioner caused by

- its own defective design materials or workmanship, latent defect, gradual deterioration or wear and tear, corrosion, rust, condensation or evaporation, dampness, dryness, dust or change in temperature and foreign objects;
- faulty or defective workmanship, operational error or omission on your part or the part of any person using the Air Conditioner with your express or implied consent;
- mechanical or electrical breakdown or derangement caused by the Air Conditioner itself;
- scratching, abrasion, change in colour, texture or finish of the Air Conditioner casing provided that this provision shall not exclude such damage or destruction which itself arises from an Event which is not excluded; and

- handling and/or use of the Air Conditioner that is not in accordance with the manufacturer's instructions as set in their handbook supplied with the Air Conditioner.

2. Other issues

The following are not covered by the Contract:

- repairer costs and charges where a fault cannot be found with the Air Conditioner or use in unapproved commercial locations. Such approval may be obtained in advance of use from the Providers;
- an Air Conditioner that does not meet the current electrical regulations in force at the time of purchase or faults relating to the installation of the Appliance;
- work, which relates to a manufacturer recall or routine maintenance of the Air Conditioner, supplies or service in Your home;
- claims arising from the interruption, failure or disconnection of public services to Your home (including water, electricity or gas supply) however caused or from gas leaks;
- total loss of use of the Air Conditioner due solely to the non availability of replacement or substitute parts, in which case the Providers shall at their absolute discretion offer settlement based on the depreciated value subject to Betterment of the Air Conditioner and the estimated cost of repairs had the parts been available;
- if You request any addition work or replacement parts or components of a superior specification are fitted, You will be responsible for the additional cost;
- The VAT element of any claim where You are VAT registered.

3. Intentional acts

You will understand that You are expected to take all Reasonable Precautions when using, carrying or storing Your Air Conditioner. This Service Contract does not cover an Event occurring as a result of Intentional act or wilful neglect or Intentional or reckless overloading of, or the imposition of any abnormal conditions on, the Air Conditioner.

4. War Risk and Terrorism

- Subject to the exclusions of this Clause 4 herein, an Event occurring as a result of war, invasion, acts of foreign enemies, hostilities whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.
- Damage or destruction caused by, contributed to or arising from an act of Terrorism.

5. Nuclear risk and Sonic Boom

Damage or destruction caused by, contributed to or arising from:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.
- pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.

6. Consequential loss

Any consequential loss or damage arising from the Event or from any cause whatsoever. Consequential loss shall include, but not be limited to, any financial loss or the cost of business interruption arising from the loss of use of the Appliance, or the loss of information contained in or stored on the Appliance, any time and cost involved in reinstating such information and any liability to any third party for delay or non performance of any contract with the third party. Consequential loss shall also include loss of use of any item of Appliance (not itself subject to an Event) due to its incompatibility with any item of Appliance repaired or replaced pursuant to this Service Agreement.

7. Use By Others

An Event occurring whilst the Appliance is in the custody of a third party. In this exclusion, third party means anyone other than You or a member of your immediate family normally resident at the address shown in the Contract Schedule

8. Guarantees

Any amount that is recoverable upon the occurrence of an Event at no expense to You under any guarantee, warranty, maintenance, and rental hire or lease agreement.

COMPLAINTS

The Providers are committed to maintaining a high standard of professional conduct in all dealing with customers. If You have a query or complaint, You should contact the Administrator at MB&G Insurance Services Limited, 21/26 Howard House, Howard Street, North Shields, Tyne & Wear NE30 1AR (or telephone number: 0191 258 8163).

COOLING OFF PERIOD AND CANCELLATIONS

We sincerely hope that you are more than happy with the support that this Service Contract provides. However, if after reading this Service Contract, it does not meet your requirements, please return it to Buy It Direct, c/o the Administrator within forty-five (45) days of issue and we will refund your fees in full. No refund of fees will be considered if a claim has been made under Your Contract

DATA PROTECTION ACT

Details of You and Your Service Contract will be held by the Providers and the Administrators in their computer records for underwriting, processing, claims handling and fraud prevention, subject to the provisions of the Data Protection Act 1998.

To help Us improve Our Service, We may record or monitor telephone calls