

Equipment Protection Scheme

When the unexpected happens, it's good to know help is at hand.

With Buy As You View's Equipment Protection Scheme* you can be safe in the knowledge that your goods are protected.

- ✓ Covers you against accidental damage
- ✓ Covers you against theft
- ✓ Pay As You Go
- ✓ A loan product whilst yours is being repaired**
- ✓ Like-for-like replacement if yours is beyond repair
- ✓ Insurance against the cost of labour and parts

*Subject to terms and conditions. Accidental damage does not include fire and flood. Administered by Castelan Limited and underwritten by Great Lakes Reinsurance (UK) SE.

**On selected products only, subject to availability

Contact Us

If you have any more questions please don't hesitate to contact us:

Phone: 0333 777 3208

Email: customer.services@bayv.co.uk

Post: Buy As You View,
Kingsway Buildings,
Bridgend Industrial Estate,
Bridgend, CF31 3RY

Relax, it's great value,
no fuss and only from us...

If you need to make a claim call the number below quoting your ID number



The great value, no fuss Equipment Protection Scheme



Only from

customer.services@bayv.co.uk

0333 777 3208

Protect your purchase



INTRODUCTION

This insurance is arranged by Castelan Limited & underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE. Registered in England No. SE000083. Registered Office: Plantation Place 30 Fenchurch Street, London, EC3M 3AJ Castelan Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

TERMS AND CONDITIONS

Please read this document carefully as there are conditions and exclusions which limit your cover. We do not wish you to discover after an incident has occurred that you are not insured. If you have any queries, please call the administrator on 0370 320 0333.

1. DEFINITIONS:

The words or expressions detailed below have the following meaning wherever they appear in this policy in bold.

Accidental damage: The sudden and unforeseen damage to the product(s) not otherwise excluded under this policy.

Accidental staining: The sudden and unforeseen contact between the product(s) and a substance resulting in a stain to the product(s) not otherwise excluded under this policy.

Administrator, our, us, we: The authorised Administrator, Castelan Limited, appointed to administer this insurance on behalf of the **Insurer**. Our registered address is Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset. BS22 3QY. Registered number: 7637133.

Insured, you, your: The person(s) whose name and address is shown on **your** Hire Purchase agreement. **Insurer:** UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE

Products(s): The item(s) detailed under "PRODUCT(S) COVERED" on your Hire Purchase agreement.

Theft: Loss or damage involving forcible and / or violent entry or exit.

2. PERIOD OF INSURANCE:

Your insurance for **Accidental Damage, Accidental Staining** (if furniture) and **Theft** will start on the date shown on your Hire Purchase agreement and continue for a duration of three years from the date of **your** original credit agreement unless terminated earlier as a result of one of the following occurring;

- 1) The credit agreement between Buy As You View and **you** is settled by you or terminated (except where termination arises as a result of a modified agreement being entered into);
- 2) **You**, or anyone representing **you**, defaults or deliberately misleads the **insurer** or **us**;
- 3) The Maximum Liability is reached (as detailed in 5. Claims below);
- 4) **You** modify the **product**;
- 5) The **product** is no longer the property of the **insured**;
- 6) **You** cancel this insurance in accordance with Clause 6 below;
- 7) The premium for the policy is not paid.

3. WHAT IS INSURED

(Please refer to Section A for Electrical Appliances and Section B for Soft Furnishings, Bedroom and Cabinet Furniture):

Section A: Electrical Appliance Cover:

Accidental damage resulting in the failure of any component of the **product** which prevents normal operation and requires repair or replacement before normal operation can be resumed.

Theft: If **your product** is stolen, the **insurer** will provide **you** with a replacement model to the nearest specification, subject to the maximum liability (as detailed in 5. Claims below).

Section B: Soft Furnishings, Bedroom and Cabinet

Furniture:

Accidental staining UNTREATED:

(a) Fabric upholstery, cabinet furniture, carpet and beds: Without application of a pre-approved protector and resulting from sudden and accidental contact with any substance except corrosive substances including bleach.

(b) Leather upholstery: Resulting from sudden and accidental contact with any substance.

NOTE: A gradual build-up of human perspiration, body acids, oils or greases, household dust and dirt or any other substance does not fall within the requirement for sudden and accidental contact and is NOT covered.

ACCIDENTAL DAMAGE:

The cover provided for **accidental damage** varies depending on the **product** as detailed below:

(a) Fabric upholstery and beds - cover is provided for **accidental damage** which results in a rip, tear or burn.

(b) Leather upholstery - cover is provided for **accidental damage** which results in a rip, tear, burn, scratch, puncture or scuff.

(c) Cabinet furniture - cover is provided for **accidental damage** which results in a dent, burn, chip (including chips on glass), scratch (including scratches on glass), breakage of glass components, heat ring, water and liquid marks from food and beverages.

Accidental staining and Accidental damage: Child and pet damage are limited to one incident each during the period of insurance.

4. WHAT IS NOT INSURED (Sections A and B): Section A: Electrical Appliance Cover:

Any claim for or resulting from the following will not be valid:

- 1) Heat, lightning, explosion, earthquake, storm, frost, burst pipes, water damage, loss, malicious damage, rust, corrosion, civil disorder, war, nuclear radiation, non - domestic pets, insects or vermin;
- 2) Foreign objects in the **product**;
- 3) Electrical and/or mechanical breakdown where no incidence of **accidental damage** has taken place;
- 4) **Accidental damage** to, or theft of, a) Non-working parts, such as, but not limited to, protective cases, carrying straps or handles;
- b) Replacement or disposable items, such as, but not limited to, batteries, bulbs, films, discs or memory cards;
- 5) Theft;

Theft exclusions:

- a) From any commercial vehicle, convertible or soft topped vehicle
- b) From any motor vehicle where **you**, or someone acting on **your behalf**, is not with the vehicle, unless **your** insured product has been concealed in a glove compartment, locked boot, or other concealed internal compartment, and all the vehicles security systems have been activated.
- c) From any type of transport except as permitted by exception
- d) If **your** insured product has been left unattended in a public place or is stolen from a building or other property unless i) force, resulting in damage to the building or premises, was used to gain entry or exit or ii) **your** insured product was stored in a fixed, locked receptacle and force resulting in entry to that receptacle was used
- e) From **your** control except: i) where **your** insured product has been concealed on the person, ii) where the use of physical force or violence against the person has been used or threatened
- 6) Repairs which have not been authorised by **us**;
- 7) Realignment of satellite antennae;
- 8) Damage resulting from the loss of external power supply;
- 9) Any costs or loss other than the repair or replacement of the **product**;
- 10) Any **product** subject to a manufacturer's recall;
- 11) General wear and tear consistent with age and usage, or gradual deterioration of performance;
- 12) Use of the **product** for business purposes or products that are in residential premises which **you** let or sublet;
- 13) Repair or other costs where a fault cannot be found

with the **product**;

14) Damage caused deliberately by any person or where we consider to damage to have been caused as a result of a deliberate act by any person

15) Any liability or costs that are directly or indirectly associated with the **accidental damage** or **theft**;

16) Cosmetic damage caused by denting, scratching, chipping or staining; or

17) **Products** purchased outside of the United Kingdom, Channel Islands or the Isle of Man.

18) War: Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation,

19) Terrorism: Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. We will, however, cover any loss or damage (but not related cost or expense, caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.

20) Radiation: Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

21) Electronic Data: Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Section B: Soft Furnishings, Bedroom and Cabinet Furniture: Any claim for or resulting from the following will not be valid:

- (1b) Damage caused deliberately by any person or child other than one incident or deliberate child damage covered under this insurance;
- (2b) Wear and tear consistent with the initial quality of the **product** and the manner in which the **product** is used;
- (3b) Loss of resiliency that is determined within the reasonable limits of the **product** quality;
- (4b) Neglect, abuse, or misuse of the **product**;
- (5b) The effects of sunlight, wind, weather, rusting, radiation, building smoke damage, corrosion upon the **product**;
- (6b) Changes in colour of any part of the **product** regardless of the cause;
- (7b) Stains caused by dye transfer;
- (8b) Staining or **accidental damage to product(s)** used in a food preparation area;
- (9b) Use of incorrect or inappropriate cleaning products or cleaning methods;
- (10b) The removal of any odour even where caused by a stain;
- (11b) Damage caused whilst the **product** is in transit;
- (12b) Damage caused by animals (except animal fluids), birds or insects other than stated in section 3, sub-section B, **Accidental damage** (c);
- (13b) Costs, expenses or other financial loss other than the cost **we** agree for cleaning, repairing or replacing the **product**;
- (14b) Use of the **product** in business premises or in residential premises which you let or sublet;
- (15b) Use of the **product** outside the United Kingdom, Northern Ireland and the Isle of Man

(16b) War: Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

(17b) Terrorism: Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. We will, however, cover any loss or damage (but not related cost or expense, caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.

(18b) Radiation: Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

(19b) Electronic Data: Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

5. CLAIMS:

The Maximum Liability:

Section A: Electrical Appliance Cover:

The **insurer** will pay for repairs or replacement up to the original recommended retail price of the **product** as detailed on **your** sales receipt or invoice excluding any credit charges in settling any one claim or in total all claims made during the period of insurance.

Section B: Soft Furnishings, Bedroom and Cabinet Furniture:

The Maximum Liability: The insurer will pay for cleaning, repairs or replacement up to a maximum of £15,000 or up to the original purchase price of the damaged **product** whichever is lower in settling any one claim or all claims in total made during the period of insurance.

How to make a Claim: In the first instance, telephone Buy As You View on 01656 754500 within 72 hours of discovering the event giving rise to the claim and state your agreement number. Buy As You View will confirm that **your** Hire Purchase agreement is up to date. Buy As You View will then transfer you to the **Administrator** who will then decide if **your** claim meets the criteria stated in **your** terms and conditions. **We** may inspect the **product** to help **us** assess **your** claim and may require **you** to complete a claim form and / or provide details directly to **our** claims team. **Your** telephone calls may be recorded and monitored. **We** reserve the right to use any recordings made.

How we will settle Claims: Valid claims will be settled by cleaning, repairing or replacing the damaged **product** up to a value not exceeding the Maximum Liability as stated in section 5. Valid claims will only be processed at **your** address within the United Kingdom or Isle of Man. Where the approved repairer is not able to clean or repair the damaged **product**, the **insurer** will replace the **product** with one of a similar specification in full and final settlement of **your** claim. If **your** claim is settled by replacing the damaged **product**, the damaged **product** becomes the property of the **insurer** unless otherwise stated. In the event of a claim for theft, **you** will be required to provide a valid crime reference number before any action is taken. This can be obtained from **your** local police station. The **administrator** may inspect the **product** to help them assess **your** claim and may

require **you** to complete a claim form.

6. CANCELLATION:

Section A: Electrical Appliance Cover:

Cancellation: **You** may cancel this insurance by writing to Buy As You View at Buy As You View, Kingsway Buildings, Bridgend Industrial Estate, Bridgend CF31 3RYwith the details of when **you** originally received the **product** within 45 days from the start date of **your** Equipment Protection Scheme . Upon cancellation **you** will be entitled to a full refund of premiums paid provided no claim has been made.

Termination: If you cancel after this 45 day period, **you** will not receive a refund.

Section B: Soft Furnishings, Bedroom and Cabinet Furniture:

Cancellation: **You** may cancel this insurance by writing to Buy As You View at Buy As You View, Kingsway Buildings, Bridgend Industrial Estate, Bridgend CF31 3RYwith with the details of when you bought the **product** within 28 days from the start date of **your** Equipment Protection Scheme. Upon cancellation **you** will be entitled to a full refund of premiums paid provided no claim has been made.

Termination: If you cancel after this 28 day period, **you** will not receive a refund.

Note: Before cancelling or terminating the insurance cover in either section above, **you** should be aware that it is a condition of **your** loan agreement that the goods supplied are fully insured under a fully comprehensive policy with a reputable insurer. **You** should provide Buy as You View with details of your alternative cover.

The **administrator** reserves the right to cancel this policy by giving 45 days written notice for Electrical Appliance Cover and 28 days written notice for Soft Furnishings, Bedroom and Cabinet Furniture at **your** last known address. If the **administrator** cancels the policy, you may be entitled to a pro-rata refund of any premiums paid from the effective date of cancellation. .

7. GENERAL TERMS & CONDITIONS:

- 1) **You** are responsible for taking reasonable care of the **product** and for ensuring that it is maintained in accordance with the manufacturer's instructions. If **you** fail to do so **your** claim may be rejected;
- 2) **You** cannot transfer this policy to another person;
- 3) Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated;
- 4) To improve the quality of **our** service, **we** will be monitoring and recording some telephone calls;
- 5) When **your** cover under the policy ends it will not have a cash or surrender value.

8. FRAUDULENT CLAIMS:

You must not act in a fraudulent manner. If **you** or anyone acting for **you**:

- 1) Make a claim under the insurance knowing the claim to be false or fraudulently exaggerated in any respect, or
- 2) Make a statement in support of a claim knowing the statement to be false in any respect, or
- 3) Submit a document in support of a claim knowing the document to be forged or false in any respect, or
- 4) Make a claim in respect of any loss or damage caused by **your** willful act; **We:**
 - a) Shall not pay the claim or any other claim made under the insurance;
 - b) Shall declare the insurance void and not make any return of premium;
 - c) Shall be entitled to recover from **you** the amount of any claim already paid under the insurance; and
 - d) May inform the police of the circumstances.

9 CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy;
- b) to make sure that all information supplied as part of

your application for cover is true and correct; c) tell us of any changes to the answers you have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that your policy is invalid and that it does not operate in the event of a claim.

10 GENERAL TERMS AND CONDITIONS

- i) You cannot transfer this Certificate of Insurance to another person;
- ii) You and your family must take all reasonable precautions to safeguard the product and to avoid loss or damage to it. This includes, but is not limited to, ensuring that the product is maintained in accordance with the manufacturer's instructions. If you fail to do so any claim you make may be rejected by the administrator;
- iii) Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.
- iv) To improve the quality of our service, we will be monitoring and recording some telephone calls.
- v) When your cover under the policy ends it will not have a cash or surrender value;

11 COMPLAINTS PROCEDURE

If you have a complaint, in the first instance please phone: 0370 320 0333 or email: customer.care@castelangroup.com or write to: Castelan Ltd, Customer Care Manager, Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY, United Kingdom.

In all correspondence please state that your insurance is provided by UK General Insurance Limited and quote scheme reference 04989

If your complaint cannot be resolved by the end of the next working day, the administrator will pass it to The Customer Relations Manager, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ. Tel: 1. Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than £2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London, E14 9SR. Tel: 0300 123 9123

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

12 FINANCIAL SERVICES COMPENSATION SCHEME

Great Lakes Reinsurance (UK) SE, is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

This information can be supplied in Large Print, Braille or Audio on request

In the event of a claim, please call

0333 777 3208

Within 72 hours of discovery of the incident