





INTRODUCTION

The Insurer

Your Policy is arranged and administered by Policy Excess Insure Limited on behalf of Financial & Legal Insurance Company Limited. Policy Excess Insure Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 836031. Registered in England and Wales under Company No. 10706852. The insurance provided by this Policy is underwritten by Financial & Legal Insurance Company Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915. Registered in England and Wales under company number 03034220.

Insurance Policy

This is Your Policy wording. It is only valid when coupled with Your Policy schedule. These two documents make up Your insurance contract between You and the insurer. We recommend that You review Your cover periodically to ensure that it continues to meet Your needs.

Claims

The Claims Manager, a trading name of Bumble Bee Essex Ltd, is authorised by Financial & Legal Insurance Company Limited to handle all claims under this **Policy**.

Cancellation

In line with Our statutory obligations You may cancel the Policy within 14 days of receiving it, providing no claims have been made against the Policy then a refund of your premium will be issued. Full details, including timeframes, are offered when requesting a cancellation. Should You choose to cancel Your Policy after the 14-day cooling off period We will not make any refund. To cancel Your Policy, please do so via My Account at nova-direct.com/login.

We are not bound to accept the renewal of any insurances and may at any time cancel this Policy by sending You 14 days' notice in writing to the email address provided at point of purchase. Valid reasons for cancellation are:

- Fraud,
- Non-payment of Policy premium(s),
- Threatening, abusive, racist or xenophobic behaviour, towards staff or employees,
- Failure to reveal or hide facts which may influence Our acceptance of Your Policy and/or claim,

 Deliberately misrepresent facts to Us, be deliberately dishonest or grossly exaggerate, or forge fraudulent information/documentation in order to influence Our acceptance of Your Policy and/or claim.

Renewals

You agree to automatically renew Your Policy with Us unless You specifically notify Us that You do not wish to renew Your cover. We will write to You before Your Policy expires with full details of Your premium along with the terms and conditions for the next Policy year. When We offer You further periods of insurance We reserve the right to change Your premium.

You may opt out of auto-renewal via My Account by visiting nova-direct.com/login. Help and guidance can be found at nova-direct.com/customer-service. Details of Your renewal invite will be emailed to You on the email provided at the point of purchase 21 days prior to the expiry of Your Policy. To ensure continuation of cover, Your card will be charged up to 7 days prior to the expiry of Your existing Policy. Should Your payment card decline we will message You a payment link allowing You to pay online in order to ensure continuation of cover. Should You fail to pay for Your renewal prior to the expiry of Your Policy, Your Policy will automatically lapse.

Eligibility For Cover

We will adjust, replace or repair the Appliance or Equipment during this period in case Your Equipment suffers any Accidental Damage or Breakdown, during the Period Of Cover. You are able to make a claim under this Policy for losses up the Policy Limit (including call out fees, repairs, replacements and VAT), subject to the exclusions and limitations.

To be eligible for cover You must be a permanent resident of the United Kingdom and be over 18 years old. We will only cover Your Appliance or Equipment if it was purchased by You in the United Kingdom, as new, or You have Proof Of Ownership. Cover is not offered to landlords.

Indemnity Limit

Our liability in any Policy period, which is 12 months, is limited to £750. This increases to £1,500 when covering 5 or more Appliances or Equipment. You make only make one claim per Appliance or Equipment, per Period Of Cover.

Version 3.0 Page **1** of **7**



MAKING A CLAIM

All claims need to be lodged online at

the claims manager. com

For recorded information and advice. Please call **0330 828 6354**. Lines are open 24 hours a day, 7 days a week, 365 days a year.

YOUR POLICY REFERENCE

You can use this space to make a note of your policy reference. You'll find this on your **Policy** Schedule.

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DEFINITIONS

Any words that start with a capital letter and are in bold, have specific meanings and have the same meaning wherever they appear.

Accidental Damage - physical damage caused by a sudden and unexpected event, including fire damage, which stops the Appliance or Equipment from working, according to the manufacturer's specification. This does not include malicious or Cosmetic Damage, which is not covered.

Appliance / Equipment - a dosmetic electrical or gas appliance, owned and used by the Policyholder, or immediate family. This includes, but not limited to; Air Fryers, Coffee Machines, Cookers, Dishwashers, Freezers, Fridges, Hobs, Ovens, Televisions, Tumble Dryers and Washing Machines.

Authorised Engineer – means a qualified person to repair faults to an **Appliance** or **Equipment** and authorised by **Us**.

Breakdown – means a mechanical or electrical fault which stops the **Appliance** or **Equipment** from working properly, as per manufacturer's specification.

Broker - means the insurance intermediary who sold **You** this Policy and who is named in **Your** Policy.

Claims Handler - means The Claims Manager, a trading name of Bumble Bee Essex Ltd.

Cosmetic Damage - damage which does not cause any mechanical or operational impairment to **Your Appliance** or **Equipment**.

Excess - the first part You pay under the terms of the Policy. £150 if you claim within 45 days from the Start Date. £75 if You claim after the first 45 days, but within 100 days from the Start Date. £50 after the first 100 days of the Start Date or if Your Policy is renewed after the initial Period Of Cover. Appliance or Equipment over the age of 5 years (60 months) carry an additional £25 excess.

Period Of Cover - The term of **Your Policy** as stated in your Schedule of Insurance.

Policy - means the Policy Wording and Policy Schedule that form your contract and insurance.

Policyholder - the person named on the Policy Schedule.

Policy Limit - The maximum reimbursement limit selected by You as shown in your Policy Schedule, which We will pay during the Period of Cover from one or more claims.

Premium - The amount you pay for the Policy which is shown on your Policy schedule.

Proof Of Ownership - A document to provide proof that the Appliance or Equipment You are claiming for is owned by You. Such evidence may include a copy of the receipt or invoice and must include Your details, sellers details, date, time and the Appliance or Equipment make, model and purchase price.

Start Date - the date cover starts, as shown on your Policy.

United Kingdom - means England, Scotland, Wales, Northern Ireland and the Channel Islands.

We/Us/Our/The Company – means Policy Excess Insure Ltd trading as Nova Direct on behalf of Financial & Legal Insurance Company Limited.

You/Your - means the person who took out this **Policy** and is named as the **Policyholder**. There is no cover for family members, or members who are not **You**. Cover is limited to the named person listed on **Your Policy** Schedule.



COVER BENEFITS

Accidental Damage



We will cover the the costs of repairing Your Appliance or Equipment for Accidental Damage. If Your Appliance or Equipment cannot be repaired and no payments have been made towards a failed repair attempt, a replacement item or the cash equivalent, may be provided of equivalent age and value.

Breakdown



The repair costs of Your Appliance or Equipment if it is damaged as a direct result of electrical or mechanical breakdown occurring outside of the manufacturer's guarantee period. If Your Appliance or Equipment cannot be repaired a replacement item or the cash equivalent, may be provided of equivalent age and value.

Replacement Appliance(s) or Equipment(s)

Cover is not provided on a 'replacement as new' or 'new for old' basis. If Your Appliance or Equipment cannot be replaced with an identical item of the same age and condition, We will replace it with one of comparable specification or the equivalent value, considering the age and condition of the Appliance or Equipment.

On rare occassions, if **We** are unable to source a comparable specification **Appliance** or **Equipment**, **We** will use the evidenced purchase price and deduct an amount for wear, tear and loss of value as below

Age of Appliance or Equipment
0 - 6 months
6 - 12 months
12 - 18 months
18 - 24 months
24 - 36 months
36 - 48 months
48 - 60 months
60 months +

GENERAL EXCLUSONS

This Policy will not apply for any claim caused by, arising from,

or relating to, the following:

- 1. Claims in the first 7 days from the Policy Start Date.
- 2. Repairs or replacements where such faults are covered under any other scheme, insurance **Policy** or the manufacturers own warranty.
- 3. Where the **Appliance** or **Equipment** has been recalled by the manufacturer.
- 4. Faults which are due to a manufacturing defect.
- Faults which arise from Your Appliance or Equipment being modified in a manner which is not authorised by themanufacturer including but not limited to any upgrade or the addition of non-approved accessories.
- Faults resulting from Your failure to follow the operating or maintenance instructions of Your Appliance or Equipment, including any servicing, descaling, cleaning and routine maintenance.
- Any claim where You use the Appliance or Equipment for a non-domestic purpose or in a commercial environment.
- 8. Any fault or damage which has been caused, directly or indirectly, from a domestic supply of electricity and/or gas and/or water.
- Any fault or damage caused by any theft, attempted theft, malicious damage or damage caused by fire or explosion.
- 10. Cosmetic Damage.
- 11. Repairs for faults relating to a reduction in image retention on LCD, LED, plasma or projection TV screens; pixilation, gas discharge, re- gassing or image burn on any surface or screen. Pixilation means the failure of a Liquid Crystal Screen (LCD), Light-Emitting Diode screen (LED) or Plasma screen pixel to react to the signal applied to it.
- 12. Faults or damage resulting from a software virus, the configuration of user settings, the backing up or recovery of data, the loss, corruption or damage of/to data or the operating system of the Appliance or
- 13. Equipment.
- 14. Faults, damages or accidents caused by any unauthorised third party or Authorised Engineer.
 Relocation or upgrade of any Appliance or Equipment and damages arising thereof (unless approved and authorised by us or/and is done in line with the manufacturer's specification). Relocation includes movements within or outside of Your registered property.
- 15. Any Appliance or Equipment over 10 years old.
- 16. Claims by a landlord, estate agent or management agent for or on behalf of a tenant.



VALIDATION

Within 7 days of the **Start Date** of **Your Policy**, must visit My Account (nova-direct.com/login) and provide **Us** with:

- Photographic evidence that Your Appliance(s) or Equipment(s) are in a good and operational state by providing an images of; the front, and if possible, back and all sides of the Appliance(s) or Equipment(s).
- Proof that You own the Appliance(s) or Equipment(s), including the Appliance(s) or Equipment(s) make, model, the date of purchase and purchaser.

Should You fail to complete validation correctly within 7 days of the Start Date of Your Policy, You may validate with us at any point, but prior to a claim being made. Should You validate Your Appliance(s) or Equipment(s) outside of the initial 7 day period, Your 7 day exclusion period, if applicable, to lodge a claim will reset once validation has occurred. Validating after the 7 day period is subject to a late validation fee.

Should You fail to validate prior to Your claim being raised, Your Indemnity Limit will be reduced to £200 if you claim within 45 days from the Start Date. £125 if You claim after the first 45 days, but within 100 days from the Start Date. £100 after the first 100 days from the Start Date or on renewed policies.

GENERAL CONDITIONS

We will only provide You with the cover described in the Policy if:

- 1. You pay the Premium on the agreed date(s). If You have elected to pay monthly, please note that You will be required to settle up any outstanding Premium owed before a claim can be progressed against Your Policy. It is a basic insurance principle that Premiums become non-refundable once a claim has been lodged against a policy; and
- 2. When making a claim, **You** meet all the conditions as far as they apply; and
- You have taken reasonable care to ensure that declarations made, information given to Us orally, electronically or in writing which form the basis of this Policy, are complete, accurate and true; and
- 4. All customers have a general duty of mitigation, meaning that they must keep their losses to a minimum. We will source alternative quotes in order to value the economic damage to Your Appliance or

- Equipment and will only offer you the lowest figure available. These may include items of equivalent age, model and wear and tear from sources such as eBay and marketplaces. Proof of the valuation will be provided with your claims decision.
- 5. Where we write off a Appliance or Equipment on the basis that it is uneconomical to repair, we may require that you return the salvage, or damaged Appliance or Equipment to Us. Should You choose to retain the salvage We will deduct the salvage value from Your settlement amount.

CLAIMS PROCESS

Review your cover

Read your **Policy** documents to ensure that **You** are covered for the claim that **You** wish to make. Read any exclusions that may apply and make sure **You** understand them.

You must report Your claim to the Claims Handlers within 48 hours of any incident which is likely to give rise to a claim. The claim will only be able to progress once all the requested information has been received and approved by Us; and if applicable, the relevant Excess has been collected from You.

Making a claim

Please visit the Claims Handlers, at the claims manager.com, select Make A Claim, followed by Home Appliance.

If you experience any issues raising a claim please call 0330 828 6354, where recorded advice and information can be obtained.

Claims progress

To log the claim, You will be asked for your Policy reference, personal details, Appliance or Equipment information and incident details. Please note that we do not warrant for turn around times in order to complete Your claim. We do not manage claims and therefore cannot warrant for the response times of the Claims Handlers. However, every effort will be made to action Your claim in a timely fashion.

Every claim made is an insurance claim, each claim is individually assessed according to the evidence provided. The Claims Handlers operate within normal office hours. Please allow for a reasonable time period for the Claims Handlers to respond to Your enquiries. The latest status updates, including responses times can be found on the Claims Handlers website.

Arranging an Authorised Engineer

If Your claim is successful We will arrange an Authorised



Engineer to attend your property and attempt the repair of Your Appliance or Equipment. We will contact You to confirm a suitable appointment date. Any callout is booked is an 'all day' basis, between the hours of 8am - 6pm, Monday to Friday. Weekend calls out are not available. The Authorised Engineer will contact You the evening before, or morning of, the agreed appointment date to provide a more accurate appointment time.

If **You** are unavailable during the scheduled appointment date and/or time or wish to change the appointment, but do not provide at least 1 working days notice then **You** maybe liable for a £50 missed appointment charge.

CLAIMS APPEAL

If You feel a mistake has been made in Your claims decision or evidence has not been considered, You of course have the right to appeal. Please email the Claims Handler stating You wish to appeal and You will be provided with details of how to appeal, advice on what evidence to provide and a link to submit Your appeal.

Your appeal will be acknowledged within 3 working days. A Senior Claims Assessor or Claims Manager will review Your claim from the ground up and provide a claims appeal decision within 7-10 working days. A Claims Appeal Decision cannot be appealed further.

FRAUD WARNING

If You or anyone acting on Your behalf knowingly commit a fraudulent act, or submit a fraudulent document, or makes a fraudulent statement, or exaggerate any claim made under this Policy, We will not pay the claim and will not cover You further under this Policy. In such an event, You will not be entitled to any refund of premium under this Policy.

We will process Your claim under the terms and conditions of this Policy based on the first reason notified to Us for Your claim. If Your claim is not covered and You then submit a claim having changed the circumstances of the Accidental Damage or Breakdown, We consider this to be dishonest. Details of all such cases will be passed to the appropriate agencies for action.

CONDITIONS

Other Insurance

If You were covered by any other insurance policy, known as dual insurance, for the same cover We may split and share the cost of Your claim with that insurer. Where You are covered by another form of insurance You are obligated to inform Us.

Representation

Under the Consumer Insurance (Disclosure and Representations) Act 2012 You are required to take reasonable care and supply accurate and complete answers to all the questions when You apply for cover. You have an ongoing duty to make sure that all information supplied to Us is true and accurate.

This obligation continues to apply during:

- annual renewal of Your Policy,
- changes to Your Policy during the Period Of Cover
- when making a claim under this Policy.

Should any of Your information change, or should You become aware that information previously provided is no longer accurate, You must tell us as soon as reasonably practicable. If You do not answer questions truthfully and accurately this may affect Your Policy cover. If You supply Us with incorrect or false information We reserve the right to declare Your Policy invalid and cancel Your cover, and provide no refund of premium. If You make a claim, and the information provided is proven to be incorrect or false, We may refuse to pay all or part of Your claim For full details of the remedies and actions that We can rely on in the event of a deliberate, reckless or careless non-disclosure and/ or misrepresentation, please refer to the provisions within the Consumer Insurance (Disclosure and Representations) Act 2012.

Right Of Recovery

We can take proceedings in Your name, but at Our expense, to recover the amount of any payment made under this Policy.

Substitution

This Policy only covers the Appliance(s) or Equipment(s) accepted by Us. You must tell Us as soon as possible about any changes You wish to make. The substitution or addition of additional Appliance(s) or Equipment(s) may be permitted, subject to payment of any additional premium.

We will require that You validate Your new Appliance(s) or Equipment(s), via My Account (nova-direct.com/login). If a substitution is not accepted by Us, or if cover is cancelled by



the insured after a **Policy** has been issued, no refund of premium will be allowed other than during the 'Cooling Off' period.

COMPLAINTS

Our aim is to provide a first-class standard of service at all times. If You feel that You have been let down and You wish to raise a complaint please visit our Customer Services portal at nova-direct.com/customer-service where You will be a able to lodge a complaint specific to Your enquiry and Policy type.

If You wish to lodge a complaint in writing, You may do so at:

Policy Excess Insure Ltd (t/a Nova Direct)
3 Redwing Court, Romford, Essex, RM3 8QQ
complaints@nova-direct.com

Alternatively **You** are able to complain to the insurer directly by addressing **Your** complaint to:

Financial & Legal Insurance Company 5400 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GQ

Appeal

If Your complaint is still not capable of being resolved You have the right of appeal to the Financial Ombudsman Service. The Ombudsman can be contacted at:

Financial Ombudsman Service Exchange Tower, Harbour Exchange Square , London, E14 9SR

Telephone: 0800 0234567 or 0300 1239123 Web: www.financial-ombudsman.org.uk

This complaints procedure is an addition to **Your** statutory rights as a consumer. Using this complaints procedure or referral to the Financial Ombudsman Service does not affect **Your** legal rights.

LEGAL & REGULATORY INFORMATION

Compensation Scheme

This **Policy** is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the insurer is unable to meet their liabilities. You can get more information about the scheme at www.fscs.org.uk.

Law and Legal Proceedings Applicable

This **Policy** is governed by English law. If there is a dispute it will only be dealt with in the courts of England. This **Policy** is written in English and all communication between the parties must be in English.

Privacy Policy

Please note that by registering for this Policy You have consented to Us using Your information for the purposes of administering this Policy and to Us being able to transfer Your data outside of the European Economic Area for the purposes described within this Policy.

The information which You have supplied to Us maybe used by Us to supply You with services for which You have registered. We may use that information to contact You to obtain Your views on Our services, and We may contact You to inform You about important changes to the services We offer. We may contact You by post, mobile phone, text or e-mail. We will only contact You by the means You have requested to be contacted by. If You would prefer Us not to contact You to obtain Your views please contact us at customer.service@nova-direct.com.

To prevent fraud, **We** may exchange information with other insurers, and fraud prevention agencies. **Your** information will not be used or disclosed to any other party without **Your** permission unless required to by law.

Data Protection

We will only collect and use Your personal data in the following circumstances:

- a.) Policy set up and management,
- b.) We may collect and use Your name, identity and contact information, and personal information associated with Your Policy for the purpose of deciding whether to enter into, and when performing the agreement, between Us to provide You with Your Policy.
- c.) We may use automated decision making procedures to decide on the availability of a Policy and its terms. You may express Your views and request an individual review any automated decision by contacting Us at

customer.service@nova-direct.com,

- d.) We may share personal data collected with the administrator to manage the Policy. We may also share personal data collected for these purposes with third parties. The sharing of this information will be for identifying and credit checking purposes and to identify potential fraud,
- e) We will retain the personal data used to decide whether to enter into a Policy for 6 years. We will retain the personal data



used to manage and administer the Policy for the duration of the Policy life plus 6 years.

Your Personal Data Rights

We may send Your information to companies located outside the European Economic Area. If We transfer Your information to parties outside of the European Economic Area We will ensure that they apply the same levels of protection as We are required to apply to information held in the UK and to use Your information only for the purposes that We are permitted.

You have the following rights:

- a) To have access a copy of the personal data **We** hold about **You**.
- b) To ask Us to correct Your personal data if it is inaccurate or incomplete.
 c) To ask Us to erase Your personal data. We will provide You
 - with a written response to any such request, including any reasons why **We** do not agree to the request.
- d) To stop us processing Your personal data in certain ways, e.g. for marketing purposes. If We do not agree to erase Your data because it might be needed for a future legal claim, We might instead agree to restrict its processing to these reasons alone.
- e) To obtain a copy of Your personal data for Your own purposes and to move, copy or transfer it from one environment to another.
- f) To object to processing for purposes of direct marketing, profiling, and research if that processing is likely to cause, or is causing, You damage or distress unless there is another legitimate reason for the processing.
- g) You can exercise the above rights by contacting: customer.service@nova-direct.com.

If You have any questions about how We handle Your personal data please email customer.service@nova-direct.com. Please note that We record telephone calls for training and evidentiary purposes.