

# BEACON PROTECT

SILVER



**Beacon Protect Silver Plan**  
WITHOUT **Accidental Damage**  
Terms & Conditions

# Beacon Protect Silver Plan WITHOUT **Accidental Damage**

## INTRODUCTION

Thank You for purchasing a Beacon Protect Silver Plan. We hope that Your Product will operate trouble free, however should it fail during the Care Plan Period please follow the procedure detailed in this document.

## DEFINITIONS

- Administrator / We / Us / Our means UK Warranty Limited, Pacifica House, The Venter Building, Houghton le Spring, Durham, DH4 5RA.
- Accidental Damage is the sudden unexpected and unintentional failure of your Product caused by damage, (excluding liquid damage, fire damage or malicious damage) that prevents your Product from meeting its designed function.
- Callout means the attendance of an engineer to Your Home during normal working hours (9am – 5pm Monday to Friday).
- Care Plan is this document and contains details of You and the Product.
- Care Plan Period means the duration period noted on Your Care Plan.
- Data Controller - Means UK Warranty Limited, who determines the purposes and means of processing Your personal data.
- Home means the property situated in the United Kingdom, Channel Islands or Isle of Man, detailed on Your Care Plan.
- Mechanical or Electrical Failure means the actual and sudden mechanical or electrical failure which results in the sudden stoppage of the Product's normal functions and which necessitates repair to resume those functions.
- Beacon Protect Silver – Means the brand of Your Care Plan.
- Product means the domestic electrical equipment noted on Your Care Plan.
- You / Your means the person named on the Care Plan.

## WHAT IS INCLUDED

If Your Product suffers Mechanical or Electrical Failure, outside of the manufacturer's guarantee period and Our sole customer services team are not able to resolve the problem by telephone, We will, at Our sole discretion, decide whether to approve a repair.

If a repair is approved, We will arrange for the repair to be carried out during normal working hours (Monday to Friday 9am to 5pm).

In some instances, We may decide (at Our sole discretion) to replace Your Product. In either case, it will be subject to the terms and conditions below.

## WHAT IS NOT INCLUDED

- Callout charges where a fault cannot be found with the Product.
- Consumable or auxiliary items e.g. batteries, leads or any accessories or peripherals that were not part of the original Product offering at the time of purchase.
- Use of the Product by anyone other than You or Your immediate family living at the Home.
- Failure to comply with the manufacturer's instructions for the care of the Product.
- Mechanical or Electrical Failure caused by Accidental Damage.
- A Product installed in a commercial environment or where the level of use is deemed beyond normal domestic use.
- A Product that does not meet the current electrical or gas regulations in force at the time.
- Costs not authorised by the Administrator or its appointed engineers.
- Faults relating to the installation of the Product.
- Deliberate damage or neglect of the Product.
- Rectifying maladjustment or incorrect configuration or setting of manual controls.
- Damage caused by foreign objects or substances.
- Faults known to You before commencement of cover under Your Care Plan.
- Any work which relates to a manufacturer recall.
- Repairs to damage of a cosmetic nature caused by but not limited to denting, scratching, chipping, staining, and rust or corrosion.
- Routine maintenance of the Product supplies or service in Your Home.
- Faults arising from the interruption, failure, disconnection or power surge in the power supply to Your Home however caused or due to inadequate ventilation of the Product.
- Faults arising as a result of normal wear and tear (e.g. belts, fuses, seals).
- Total loss of use of the Product due solely to the non-availability of replacement or substitute parts, in which case We shall offer a replacement Product or settlement based on a Product of equivalent or similar specification.
- Consequential loss of any type.

## REPORTING A FAULT

To report a fault under Your Care Plan it is imperative that You contact the Administrator as soon as possible by telephone on: 01234 245 900. Please have with You at the time of reporting the fault Your Care Plan number and details of the Product.

## GENERAL CONDITIONS

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Repairs must only be undertaken if authorised by the Administrator.

1. The Administrator will make reasonable attempts to obtain a suitable tradesman, provided that provision of service is not precluded by:
  - a) Adverse weather conditions.
  - b) Failure of the public transport system (including the road network) and repair thereto.
  - c) Other circumstances preventing access to Your Home or otherwise making provision of repair impractical.
2. We may be entitled to:
  - a) Decline a repair if, in Our opinion, Your Home or services have not been maintained in a safe or serviceable condition.
  - b) Decide on the most appropriate means of providing a repair or replacement, although We will take Your wishes into account whenever possible.
  - c) Void the Care Plan in its entirety if any reckless or misleading misrepresentation or concealment of material facts is made by You or anyone acting on Your behalf.
3. You will be responsible for any Callout charges if having requested assistance, You are not at Home when the tradesman arrives, or a fault cannot be found with the Product.
4. We will arrange to supply and fit replacement parts or components where required. If You request any additional work or replacement parts, You will be responsible for the additional cost. We are not responsible for any inconvenience, consequential loss, loss or damage caused by delay in the supply of spare parts or components by manufacturers or their suppliers or agents.
5. In the event that the parts for a Product are no longer available, or We deem the Product is beyond economical repair, We will base Our settlement on the replacement cost of the same model or a similar model with similar specification at the time of the breakdown.
6. If You or anyone else under this Care Plan acts in a false or dishonest manner in any way, Your Care Plan may not be valid, and You may lose all benefits under this Care Plan.
7. If You move address, then You must inform the Administrator in writing or by telephone.
8. Where We deem the Product to be beyond economical repair or make a financial settlement in lieu of the repair all benefits under this Care Plan will cease.
9. This Care Plan may be automatically cancelled if You submit information knowing it to be false, fraudulent or a misrepresentation
10. This Care Plan will be automatically cancelled if We replace the Product.

## HOW TO MAKE A COMPLAINT

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We hope you will be happy with your Beacon Protect Silver Plan. If you are unhappy with any aspect of the handling of your Beacon Protect Silver Plan we would encourage you, in the first instance to seek resolution by contacting us at:

The Customer Services Manager, UK Warranty Limited, Pacifica House,  
The Venter Building, Houghton le Spring, Durham, DH4 5RA.

Once your complaint has been received, We will:

- We will acknowledge your complaint promptly.
- We will contact you to discuss your complaint within 72 hours.
- We aim to resolve all complaints as quickly as possible.

Following the complaints procedure does not affect Your right to take legal action.

## CHANGING YOUR MIND

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We hope You will be happy with Your Care Plan, however, if after reading this document it does not meet with Your requirements or You have simply changed Your mind, please return this document to Us within 45 days of purchase. We will arrange to cancel Your Care Plan and You will be provided with a full refund subject to no repairs or replacements being recorded against the Care Plan.

## CANCELLATION AND TERMINATION RIGHTS

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You may cancel Your Care Plan at any time after the initial 45 day "Changing Your Mind" period. Where You cancel after this period You will be provided with a refund subject to no repairs or replacements being recorded against the Care Plan.

The refund will be calculated pro rata on the number of days remaining of Your Care Plan Period. To cancel Your Care Plan, please contact Us.

## OUR PROMISE OF SERVICE

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It is the intention to provide You the best possible service but if You do have any questions or concerns about this Care Plan please contact the Customer Services Manager of the Administrator. The contact details are:

The Customer Services Manager, UK Warranty Limited, Pacifica House, The Venter Building, Houghton le Spring, Durham, DH4 5RA.

## DURATION AND RENEWAL OF YOUR WARRANTY

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1. Your Care Plan begins on the 'start date' and continues until the 'end date', as specified in your Care Plan certificate (unless terminated in accordance with these terms and conditions)
2. Before Your Care Plan ends, We may email, call or write to You about renewing.
3. If Your Care Plan period is 12 months and You pay by Direct Debit, each year Your Care Plan will automatically continue for another year with a renewal, unless You inform us otherwise or Your Product no longer meets our age of Product or other criteria. Unless You have advised otherwise, the renewal fee will again be collected from Your specified bank account, to ensure You are always protected.
4. If You pay by any other means, You will need to make payment for Your Care Plan to continue.
5. A cooling off period (lasting 14 days from renewal of the Care Plan or the day on which You receive your renewal documentation, whichever is the later) applies at the renewal of Your Care Plan.
6. We reserve the right not to offer You a renewal on Your Care Plan.

Please ensure Your Care Plan number is quoted in all correspondence to assist a quick and efficient response.

## DATA PROTECTION

We are the Data Controller for the data You provide to Us. We need to use Your data in order to arrange Your warranty and associated products.

You are obliged to provide information without which We will be unable to provide a service to You. Any personal information provided by You may be held by Us in relation to Your warranty cover. It may be used by Our relevant staff in making a decision concerning Your warranty and for the purpose of servicing Your cover and administering repairs.

Information may be passed to loss adjusters, solicitors, insurers, reinsurers or other service providers for these purposes. We may obtain information about You from credit reference agencies, fraud prevention agencies and others to check Your credit status and identity. The agencies will record Our enquiries, which may be seen by other companies who make their own credit enquiries. If You provide false or inaccurate information and We suspect fraud, We will record this.

We and other organisations may use these records to:

- a. Help make decisions on warranty proposals and vehicle repairs, for You and members of Your household.
- b. Trace debtors, recover debt, prevent fraud, and manage Your warranty cover.
- c. Check Your identity to prevent money laundering, unless You furnish Us with satisfactory proof of identity.

We process all data in the UK but where We need to disclose data to parties outside the European Economic Area (EEA) We will take reasonable steps to ensure the privacy of Your data. In order to protect Our legal position, We will retain Your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of Your data. Under GDPR legislation, You can ask Us for a copy of the data We hold, have it corrected, sent to a third party or deleted (subject to Our need to hold data for legal reasons). We will not make Your personal details available to any companies to use for their own marketing purposes. If You wish to complain about how We have handled Your data, You can contact Us, and We will investigate the matter. If You are not satisfied with Our response or believe We are processing Your data incorrectly You can complain to the:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

## RECOVERIES / SUBROGATION

We reserve the right to take legal proceedings in Your name, at Our own expense and for Our own benefit, to recover any costs or damages We have paid out under this Care Plan to anyone else if You recover any costs or damages previously paid under this Care Plan from any other party, such costs or damages must be immediately repaid to Us.

## ASSIGNMENT

This Care Plan is between and binding upon Us and You and Our/Your respective successors in title, but this Care Plan may not otherwise be assigned by You without Our prior written consent.

## WAIVER

If We or You fail to exercise or enforce any rights conferred on them by this Care Plan, the failure to do so will not be deemed to be a waiver of such right, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

## GOVERNING LAW

This **Care Plan** is governed by the law of England and Wales.

## THIRD PARTY RIGHTS

Unless expressly stated, nothing in this Care Plan will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This Condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.



**Retracare Limited**

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