

**IMPORTANT NOTICE TO PURCHASERS OF PC INTERWORKS BREAKDOWN COVER PLAN****PLEASE READ THE FOLLOWING CAREFULLY****DEFINITIONS**

## 1. We/Us/Our/Ours

PC Interworks Ltd whose registered office is at 1 Prospect Way, Knypersley, Stoke on Trent, Staffordshire. ST8 7PL.

## 2. You/Your/Yours

The individual or company who has contracted to purchase Breakdown Cover Plan from us

## 3. Breakdown Cover Plan

The agreement formed between us and you to provide repair facilities for the period agreed and for the fee paid.

## 4. Property

The computer and ancillary equipment described in the Schedule but excluding data, carrying materials and any computer program or data information recorded thereon.

## 5. Breakdown

Electrical electronic or mechanical breakdown, fault, failure or maladjustment of any part of the Property arising at the location shown in the Breakdown Cover Plan document from

## 5.1. Inherent cause

5.2. Residual cause - external influence including operator error, failure or fluctuation of the electricity supply and failure of environmental controls.

## 6. Labour

Costs associated with the replacement of manufacturer defined engineering replaceable consumables.

## 7. Limit of Indemnity

PC Interworks Ltd liability in respect of any one breakdown or series of breakdowns arising out of any one occurrence.

## 8. Terrorism

Means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisations(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## EXCLUSIONS TO THE BREAKDOWN COVER PLAN

### 9. We shall not be liable for

- 9.1. Territorial Limitations - Breakdown arising out of any occurrence outside Great Britain, Northern Ireland the Isle of Man or the Channel Islands
- 9.2. Routine and/or regular maintenance as required by the manufacturer/supplier or any costs incurred in maintaining the Property to current engineering change levels.
- 9.3. Labour and replacement manufacturer defined operator replaceable consumables including but not limited to printer ribbons, media, printer ink, toner, developer and external batteries
- 9.4. Manufacturer defined engineering replaceable consumables and limited life elements including but not limited to internal batteries, rechargeable battery packs, laser printer opc units, drums, fuser and developer units
- 9.5. Rectifying maladjustment due to incorrect configuration, setting of manual controls or programming errors
- 9.6. Any Breakdown necessitated by manufacturing or design defects for which the manufacturer assumes responsibility including but not limited to costs incurred following published recall notices
- 9.7. Any repairs which do not affect the operational function of the Property including but not limited to handles, cabinets, plastic or metal trim badges and insignia.
- 9.8. Consequential Loss - Loss of use or other consequential loss except as provided for herein.
- 9.9. War Risks, Radioactivity, Sonic Booms or Terrorism
- 9.10. Failure due to abuse, misuse, liquid ingress, accident or unauthorised alterations or repairs

### 10. Specific Exclusions

In particular, protection is not provided for the following.

- 10.1. Computer equipment:
  - 10.1.1. Software (applications or operating system)
  - 10.1.2. Damage caused by viruses
  - 10.1.3. Accessories which you have not told us about in writing, including joysticks
  - 10.1.4. Replaceable printer heads
- 10.2. Plasma, LCD or TFT screens televisions or monitors.
  - 10.2.1. Costs due to unusual physical or electrical stress, burned screen or software interface problems

- 10.2.2. Claims arising due to a failure to install the display in line with the manufacturer's instructions
- 10.2.3. Costs associated with gaining access to cables within the fabric of a building or wall
- 10.2.4. Repairs due to pixel failure where the number of locations is not in excess of the manufacturer's acceptable limit
- 10.2.5. Wall mounted units if not fitted as per the manufacturer's recommendations
- 10.2.6. Any cost arising from the change from analogue to digital broadcasting including the termination of analogue transmission of any type.

## **CONDITIONS OF BREAKDOWN COVER PLAN**

### 11. Payment of Breakdown Cover Plan Premiums

You shall pay the premium on request.

### 12. Precautions

You shall take all reasonable steps to ensure that the property is operated and serviced in accordance with the manufacturer's recommendations and all reasonable precautions to prevent or minimise any breakdown involving the property.

### 13. Claims Notification and Procedures

Any occurrence giving rise to or likely to give rise to a claim under this Breakdown Cover Plan must be notified as soon as reasonably possible to us or our appointed agents and in any event within 90 days of the occurrence. You shall:

- 13.1. Contact us on the phone number shown in the Breakdown Cover Plan document to notify us of your claim.
- 13.2. Take all necessary steps to minimise breakdown and to preserve evidence of breakdown and its cause
- 13.3. Discontinue the use of any damaged property unless we authorise otherwise and we shall not be liable for any further interruption or interference arising out of the continued use of any damaged property without our prior consent and until such property shall have been repaired our satisfaction.

You must use our approved service centre to undertake any repairs. We will arrange to collect the property from you by courier normally by close of business on the next working day. You are responsible for the safety and security of your property whilst it is in transit to us and we accept no liability whatsoever for any loss or damage to your property until it reaches our service centre. We strongly recommend that you retain all of the original packing in the event that your property needs repair. Packaging can be supplied to you for a small additional supplement.

#### 14. Claims Settlement

- 14.1. We will always, subject to the full terms, conditions and exclusions of this Breakdown Cover Plan, repair your equipment unless:
  - 14.1.1. We cannot repair it.
  - 14.1.2. We cannot obtain the spare parts to repair it.
  - 14.1.3. We can replace it for less than the cost of the repair.
- 14.2. We may at our option repair, reinstate or replace what is lost or damaged or pay for the loss or damage in money.
- 14.3. In the event of breakdown for which a claim is admitted under this Breakdown Cover Plan the basis on which the amount payable shall be:
  - 14.3.1. The cost of repair or replacement of the damaged part of the property to a condition equal to but not better than or more extensive than its condition prior to the breakdown.
  - 14.3.2. Where property is not of current manufacture and/or for which all parts are not obtainable, the cost of any equivalent repair to similar property for which all parts are currently available at list price or its current market value whichever is the lower.

#### 15. Terms of Replacement

- 15.1. We will only replace your equipment if we have agreed to do so before a repair is carried out.
- 15.2. If we do not repair your equipment, we will replace it with equipment of the same or similar make and specification. Prior to delivery taking place, you must pay us your financial contribution, delivery and/or installation charges and any outstanding fee installments.
- 15.3. If we have replaced your equipment, your plan will end immediately and there will be no refund of the fee you have paid. When we have replaced your equipment you may dispose of the original equipment if it is in your possession.
- 15.4. We will not be responsible for any costs that you may incur to dispose of your original equipment.

#### 16. Limit of Indemnity

Our liability in respect of any one breakdown or series of breakdowns arising out of any one occurrence is limited to a maximum value that is equivalent to the original invoice price of the property purchased.

#### 17. Un Warranted Costs

If you, as a company, are VAT registered, any recoverable VAT element of a claim must be reimbursed to us on demand.

## 18. Salvage

We shall be entitled to take and keep possession of any damaged and replaced property covered by this Breakdown Cover Plan and to deal with the salvage in a reasonable manner. No property may be abandoned to us.

## 19. You Warrants That:

- 19.1. All property protected by this Breakdown Cover Plan is in good working order and free of any defect at inception of the cover.
- 19.2. Only consumables whose specification is equal to or better than that specified by the manufacturer and/or supplier of the covered property or approved by us be used
- 19.3. Only suppliers approved by us are used to affect breakdown repairs covered under the terms of this Breakdown Cover Plan.

## 20. Right of Inspection

We shall have the right to inspect and carry out an audit of the covered property at all reasonable times during the period of breakdown. You agree to make available the covered property to enable us to carry out such inspections and report thereon.

## 21. Suspension and/or Termination

We retain the right to suspend or cancel cover on any item of covered property where this is deemed no longer maintainable through poor condition, obsolescence, age or availability of replacement parts unless the covered property is brought back to a maintainable condition to our satisfaction within any time limits that may be agreed. In the event of cancellation provided the premium has been paid in full you shall be entitled to a proportionate rebate of premium in respect of the unexpired period of Breakdown Cover Plan for that item of covered property.

## 22. Other Plans Or Insurance

If, when you require breakdown protection, there is any other service agreement or an insurance policy under which you are entitled to claim, we will only pay an appropriate proportion.

## 23. Fraud

All benefit under this Breakdown Cover Plan is forfeited where there has been fraud, non disclosure, miss-statement or any attempt thereat by you or any party acting on your behalf.

## 24. Arbitration

If we accept that there is a claim under this Breakdown Cover Plan but there is disagreement in respect of the amount to be paid, the disagreement will be referred to an arbitrator appointed in accordance with current statutory provisions. The arbitrator must make an award before there is any right of action against us.

## 25. Statement of Price

Your plan fee will include all costs of purchase such as premiums and taxes at the applicable rate.

## 26. Cancellation

We shall not be bound to accept renewal of any Breakdown Cover Plan and may at any time cancel any Breakdown Cover Plan by sending 30 days notice to you at your last known address. Provided the premium has been paid in full, you shall be entitled to a proportionate rebate of premium in respect of the unexpired period of cover.

## 27. Your Right To Cancel And Receive A Full Refund

If you decide to purchase Breakdown Cover Plan, you have the right to cancel that Plan within 45 calendar days and receive a full refund provided no claim has been made under the terms of the Plan. You will be sent a reminder of this right 20 calendar days before this period runs out.

## 28. Your Right To Terminate

You will also have the right to terminate the Breakdown Cover Plan at any time after the 45 day cancellation period and receive a pro-rata refund of the amount paid.

If you make a claim under the terms of the Breakdown Cover Plan during the 45 day cancellation period, you will not be eligible to cancel the Plan and receive a full refund. However, should you wish, you will still be able to terminate the Breakdown Cover Plan after that period and receive a pro-rata refund in relation to the number of complete months remaining before the expiry of the Plan.

You may give your notice of your intention to cancel or terminate the Breakdown Cover Plan in person, or by telephone or in writing to the address shown below.

## 29. Observance

The due observance and fulfillment of the terms and conditions contained in this Breakdown Cover Plan or endorsed hereon in so far as they relate to anything to be done or complied with by you and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of us to make any payment under this Breakdown Cover Plan.

## 30. Governing Law And Your Statutory Rights

Purchasing this plan does not affect your statutory rights. The information provided, including the terms and conditions have been provided in English. We will communicate in English, and English Law will apply to all our insurance contracts unless we agree otherwise with you.

## **OTHER IMPORTANT PRE-CONTRACT INFORMATION**

### **Additional Information**

Your Breakdown Cover Plan is provided by PC Interworks Ltd, 1 Prospect Way, Knypersley, Stoke on Trent, Staffordshire. ST8 7PL. (Registered Number 3106039) and our registered office is at 1 Prospect Way, Knypersley, Stoke on Trent, Staffordshire. ST8 7PL. The agreement does not affect your statutory rights.

## Data protection

Your details will be held and used by us and selected companies acting on our behalf to administer your plan. We may pass your data to any relevant regulator or dispute resolution provider. We may also use your data for training and testing purposes. Unless you have already notified us that you do not wish your details to be used for other purposes, your details may also be used by us or carefully selected third parties for other marketing purposes. We may disclose your information to our service providers and agents for these purposes. We and the third parties may contact you by mail, telephone or email.

If you do not want your data to be used for other purposes and you have not already notified us please write to the Data Protection Officer at: PC Interworks Ltd, 1 Prospect Way, Knypersley, Stoke on Trent, Staffordshire. ST8 7PL. To help keep your details accurate we may use information we receive from our partners. You can ask for a copy of your details (for a small fee) and to correct any inaccuracies. To improve our service we may monitor or record our communications with you.

## QUESTIONS OR CONCERNS

If you have any questions or concerns about this Breakdown Cover Plan or the handling of a claim you should in the first instance call our Customer Service Department

If you do not obtain satisfaction then write, with full details of your complaint or query to:

The Customer Service Manager  
Breakdown Cover Plan  
PC Interworks Ltd  
1 Prospect Way  
Knypersley,  
Stoke on Trent,  
Staffordshire  
ST8 7PL

Or email us at [coverplanqueries@pc-interworks.co.uk](mailto:coverplanqueries@pc-interworks.co.uk)

We want you to contact us so that we know what you think of us and the services we provide. We hope that you are satisfied with our response to your enquiry. If you are not satisfied, you can ask for your case to be reviewed by us and a final decision made by the Managing Director.

If you are still not satisfied, we will agree to seek to resolve our differences with the assistance of an independent dispute resolution provider.

Please examine this document carefully and if it is not correct return it immediately to us for alteration.