

# **zest.**

## **Landlord Cover Terms & Conditions**

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**Fresh Thinking Appliance Care.**

# Terms & Conditions Contents

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# Terms & Conditions FAQ's

## What does it mean?

As times evolve and the wording that was used many years ago changes, understanding insurance jargon can be frustrating. If you ever come across a term, phrase or statement that doesn't make complete sense to you remember, we're always here to help you.

## Can I get large print?

That's no problem at all. Don't ever hesitate to contact us at any time to request a large print version of any of your zest. terms & conditions.

## What if I lose any of my paperwork?

If you lose any of your paperwork, don't worry. All you need to do is contact us and we'll send you out a new copy.

**You'll find all our contact details on the back of your brochure.**



# the legal stuff

## 1. The Financial Conduct Authority (FCA).

The FCA is the independent watchdog that regulates financial services. Use this information to decide if our services are right for you.

## 2. Whose products do we offer?

We are an intermediary acting for Acasta European Insurance Company Limited (registered no.96218) which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of Acasta's regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta on request. We are contractually obliged to provide products underwritten by Acasta and do not provide a fair and personal analysis of the market.

## 3. Which service will we provide you with?

We will advise and make a recommendation for you after we have assessed your needs.

## 4. What will you have to pay us for our services?

You do not have to pay us for our services. We receive commission being a percentage of the premium paid by you paid to us by insurers

## 5. Who regulates us?

Zest is a trading name of Home Appliance Guard Limited which is an appointed representative of Alternative Propositions Ltd. whose contact address is Anglia House, Carrs Road, Cheadle, SK8 2LA. Alternative Propositions Ltd which is. authorised and regulated by the Financial

Conduct Authority under the registration number 602443. Alternative Propositions Ltd. is permitted to arrange general insurance contracts. You can check this on the FCA's Register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.

## 6. What to do if you have a complaint?

If you wish to register a complaint, please contact us either:

**In writing** Customer Services Department, zest, 3 Poole Road, Bournemouth, Dorset. BH2 5QJ

**By phone** Freephone 0800 888 6666.

**By email** [CustomerServices@zestplan.com](mailto:CustomerServices@zestplan.com)

## 7. Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or at <http://www.fscs.org.uk>

## POLICY WORDING

### PLEASE REFER TO YOUR POLICY SCHEDULE FOR DETAILS OF THE APPLIANCES INSURED

## ACASTA EUROPEAN INSURANCE COMPANY LIMITED.

Where a word is capitalised in a **Bold** print it has a special meaning as defined below:

## POLICY DEFINITIONS.

**Accidental Damage** means physical damage as a result of sudden and unforeseen cause which stops the **Appliance** working.

**Administrator** means zest, 3 Poole Road, Bournemouth, Dorset. BH2 5QJ.

**Appliance** means the **Appliances** identified on **Your Policy Schedule**.

**Replacement Appliance** means the **Appliance** cannot be repaired or the cost of repairing the **Appliance** exceeds the current market value at the date of the claim.

**Breakdown** means a mechanical or electrical breakdown which stops the **Appliance** working properly.

**Insurer** means Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA

**Policy Period** means the period during which this Policy is in force as shown on your policy schedule.

**Policy Schedule** means the document which is issued by **Us** detailing **Your** covered **Appliances** and which forms part of this Policy.

**Premium** means the monies **You** have agreed to pay for this Policy as shown on the **Policy Schedule**.

**Repair Agent** means a qualified repair engineer approved and authorised by **Us** to carry out the repair.

**We, Our or Us** means zest, 3 Poole Road, Bournemouth, Dorset. BH2 5QJ.

**Start Date** means the date this Policy commences as shown on **Your Policy Schedule**.

**You, Your, Policyholder or Insured** means the party set out on **Your Policy Schedule** who is entitled to cover under this Policy.

## PERIOD OF COVER.

Your policy will commence from the **Start Date** shown on **Your Policy Schedule** and irrespective of the payment frequency (i.e. monthly, quarterly or annually) will automatically renew unless **You** request **Us** to cancel **Your** policy or **We** are unable to take payment for your renewal.

## WHAT IS COVERED?

**You** are covered under this policy for **Breakdown** and **Accidental Damage** during the **Policy Period**. In the first instance **We** will try to resolve the problem **You** are having with **Your Appliance** through **Our** helpline. If it is not possible to resolve the problem with **Your Appliance** over the telephone **We** will send a **Repair Agent** to repair **Your** Appliance.

## REPLACEMENT APPLIANCE.

**We** will provide **You** with a new replacement **Appliance**, including the delivery and installation of the same or similar make and specification. In the unlikely event **we** are unable to provide **You** a new replacement **Appliance**, **we** will offer **You** a cash settlement in line with the current replacement value of **Your Appliance**. **You** will be responsible for disposing of the original **Appliance** at **Your** own cost if it remains in **Your** possession. For integrated appliances **You** will also be liable to pay for the supplier's delivery and/or installation charges.

## POLICY LIMITS.

There is no limit to the number of times **You** can claim during the **Policy Period**. **You** are able to make a claim under this policy for losses up to the claim limit shown on **Your Policy Schedule** for the **Appliance(s)** identified as covered in **Your Policy Schedule**.

There is a Maximum Combined Claims Limit of £2,500 for all claims in a 12 month period

## WHAT IS NOT COVERED?

The following is excluded from the cover provided under this Policy:

1. Repairs or **Replacements** to the **Appliance** where such faults are covered by the manufacturer's, supplier's or repairer's guarantee;
2. Where the **Appliance** is subject to a recall either by the manufacturer or supplier;
3. Faults which are subject to a manufacturer or supplier recall;
4. Faults resulting from **You** failing to follow the operating instructions of the **Appliance** including any modifications to the **Appliance**;
5. Any claim where **You** use the **Appliance** for a non-domestic purpose or in a commercial environment;
6. Any fault or damage arising from theft, attempted theft, malicious damage, misuse, neglect, poor installation, or any damage caused by fire, explosion, floods, lightning, storms, frost or bad weather conditions, rust corrosion or water;

7. 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**;

8. Routine maintenance, cleaning and servicing;

9. Any repair work **We** have not authorised or which is not carried out by one of **Our** approved **Repair Agents**;

10. Any **Appliance** which has to be repaired outside of the United Kingdom, Isle of Man, Channel Islands and Northern Ireland;

11. Any costs incurred as a result of not being able to use the **Appliance**;

12. The **Replacement** of any item which is intended to be replaceable such as fuses, batteries and light bulbs;

13. Rust or corrosion damage which does not affect the use of the **Appliance**;

14. Cosmetic damage which does not affect the use of the **Appliance**;

15. Any costs incurred as a result of the **Appliance's** connecting cabling or pipework not being installed properly;

16. An **Appliance** which was not working in accordance with the manufacturer's specification before the policy was taken out;

17. **You** are not covered for any claim arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

18. Any faults relating to broadband connection;

19. Faults due to the need to realign/re-site **Your** mini-dish or LNB Communal Satellite dishes and cabling;

## HOW TO MAKE A CLAIM UNDER THIS POLICY.

If **You** experience any issues with **Your Appliance** during the **Policy Period** **You** should call **Our** helpline number 0800 888 6666 which is open 24/7 365 days a year or email us at: [CustomerServices@zestplan.com](mailto:CustomerServices@zestplan.com).

In the first instance **We** will:

- Try to remedy any issues over the telephone.
- If **We** cannot resolve the issue **We** will arrange for a **Repair Agent** to contact **You**.
- Where necessary arrange for one of **Our** Claims Advisors to contact **You** to discuss **Your** claim. **We** may also ask for the completion of a claim form and proof of purchase.

## FRAUD.

Zest, Alternative Propositions Ltd and Acasta European Insurance Company Limited are committed to preventing insurance fraud.

If **You** or anyone acting for **You**:

- Makes a claim that **You** know to be false or exaggerated;
- Makes a statement in support of a claim knowing the statement to be false; or
- Makes a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance;

Then zest

- Will not pay the claim;
- Will cancel the policy;
- Shall be entitled to recover from **You** the amount of any claim already paid under the policy including the **Repair Agent's** call out charge;
- Shall not return any of the **Premium** that **You** have paid; and
- May inform the Police of the circumstances.

## CANCELLING THIS INSURANCE POLICY.

**You** may cancel this policy at any time by contacting **Us** either by:

- (i) Calling Our free phone helpline number 0800 888 6666;
  - (ii) Writing to Us at zest, Customer Services Department, 3 Poole Road, Bournemouth, Dorset. BH2 5QJ.;
- or
- (iii) Emailing **Us** at CustomerServices@zestplan.com.

If **You** cancel this policy within 14 days of receipt of **Your** policy documentation **You** will receive a full refund of any **Premium You** have paid to **Us** provided **You** have not made a claim in which case **We** reserve the right to deduct the cost of that claim from the refund of **Premium** which is due to **You**.

**Monthly or Quarterly Policies:** If **You** cancel this policy at any other time **You** will not receive a refund of any **Premium You** have paid to **Us** and the cancellation will be effective immediately.

**Annual Policies:** If **You** cancel this policy at any other time **You** will be entitled to receive a pro-rata refund depending on the remaining time on **Your** policy. If a claim or an incident that may give rise to a claim has occurred the claim amount will be deducted from the pro-rata refund.

## TERMINATION.

This Policy will automatically terminate if **You** fail to pay the **Premium** due to **Us**.

## COMPLAINTS PROCEDURE.

**We** seek to provide **You** with an extremely high standard of service. In the unlikely event that **You** are dissatisfied with the service provided please contact **Us** by either:

- (i) Calling **Our** free phone helpline number 0800 888 6666;
  - (ii) Writing to **Us** at Customer Services Department, zest, 3 Poole Road, Bournemouth, Dorset. BH2 5QJ.;
- or
- (iii) Emailing **Us** at CustomerServices@zestplan.com

**We** will acknowledge **Your** complaint within 5 business days of receiving it and do **Our** best to resolve matters within 2 weeks. If **You** are dissatisfied with the response **You** receive in relation to **Your** complaint from **Us** or **Your** complaint is not resolved within 8 weeks by **Us**, **You** have the right to refer **Your** complaint to the Financial Ombudsman Service.

**You** may contact the Financial Ombudsman at: **Financial Ombudsman Service, Exchange Tower, London, E14 9SR.**

Telephone: **0800 023 4567 or 0300 123 9123.**

Email: **info@financialombudsman.org.uk.**

Following this complaint procedure does not affect **Your** right to take legal action.

## COMPLAINTS ABOUT THE INSURER.

**We** aim to give **Our** customers a high standard of service at all times. If **You** are unhappy with **Our** service for any reason, initially please raise **Your** concerns with zest. If **Your** complaint is not resolved or **You** are unhappy with **Our** response and the course of action proposed for any reason **We** will pass **Your** complaint to: Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA.

If **You** are still dissatisfied, **You** can ask the Financial Ombudsman Service to review **Your** case. They will handle most complaints which **You** may have concerning a contract of personal insurance. There are, however, a few instances in which they are not empowered to consider complaints.

## RENEWAL.

If **You** have a monthly policy **Your** policy will be automatically renewed each month. Then at the annual anniversary of **Your** policy Start Date (and each subsequent anniversary thereafter) **We** will contact **You** about continuing **Your** policy.

If **You** have a quarterly policy **Your** policy will be automatically renewed each quarter. Then at the annual anniversary of **Your** policy **Start Date** (and each subsequent anniversary thereafter) **We** will contact **You** about continuing **Your** policy.

If **You** have an annual policy at the anniversary of **your** policy **start date** and at each subsequent anniversary thereafter **we** will contact **you** about renewing **your** policy. If **you** pay by Direct Debit, **your** renewal notice will show the amount **we** will automatically collect, unless **you** have advised us not to. **You** can notify us at any time, if **you** do not wish the policy to automatically renew, by email telephone, or post.

## ALTERATION AND ASSIGNMENT.

**You** are not permitted to assign to another person(s) or change in any way the rights under this policy without **Our** written consent.

## TELEPHONING zest.

**Your** telephone calls may be recorded to monitor and improve the quality of the service **We** provide.

## INSURER INFORMATION.

This Policy is underwritten by Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218) which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of Acasta's regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta on request.

## POLICY ADMINISTRATOR.

This Policy is administered by zest, an Appointed Representative of Alternative Propositions Ltd. zest is registered in England. Company Number: 05927936, registered office: 3 Poole Road, Bournemouth, Dorset. BH2 5QJ.

Alternative Propositions Ltd. Is authorised and regulated by the Financial Conduct Authority (FRN 602443). This information can be checked by visiting the FCA's website. Alternative Propositions Ltd. Is registered in England: Company Number 08253536, Registered Office: Anglia House, Carrs Road, Cheadle, SK8 2LA.

## FINANCIAL SERVICES COMPENSATION SCHEME.

Acasta European Insurance Company Limited is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "compensation scheme"). If the **Insurers** are unable to meet their obligations under this policy an Insured Person may be entitled to compensation from the Compensation Scheme.

## PROTECTING YOUR PERSONAL DATA.

We are the Data Controller for the data **You** provide to **us**. **We** need to use **Your** data in order to arrange **your** insurance and associated products and for marketing purposes (please let **us** know if You would prefer not to receive marketing information from **us**). **You** are obliged to provide information without which We will be unable to provide a service to **You**. We may pass **Your** data to other organisations, such as insurers, auditors, external consultants, credit providers, banks, financial transaction processors, crime and fraud prevention agencies and databases and regulators. **Our** full privacy notice is available at

<https://www.zestplan.com/privacy-cookie-policy/>

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 after the expiry of your policy. We have a Data Protection regime in place to oversee the effective and secure processing of your data. You can request copies 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). 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

## EXCLUSION OF THIRD PARTY RIGHTS.

Nothing in this policy is intended to confer a directly enforceable benefit on any other party and therefore the provisions of the contracts (Rights of Third Parties) Act 1999 do not apply.

## GOVERNING LAW.

The English Law governs this policy and any dispute concerning its interpretation, and the jurisdiction of The English Courts will apply. Zest will communicate in English unless **We** have agreed otherwise with **You**.



## The Direct Debit Guarantee.

This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.

- If there are any changes to the amount, date or frequency of your Direct Debit zest Ltd. will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request zest Ltd. to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by zest Ltd. or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when zest Ltd. asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

## **Our contact details.**

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**Call us on 0800 799 9999**

**Email us at [helpdesk@zestplan.com](mailto:helpdesk@zestplan.com)**

**Write to us Zest Group, 3 Poole Rd, BH2 5QJ**

If you decide to email or write to us, all we ask is that you provide your customer number or your contact details so we can locate you on our system, as this will help us get back in touch with you a lot quicker.