

GALAXY PROTECT PLUS INSURANCE POLICY

THE POLICY COMPRISES :

- I) The Policy Wording
- II) The Policy Schedule/Invoice dated and signed by the Dealer and the Insured

MAURITIUS CIVIL CODE

The Insurance(s) described in the Policy is (are) governed by 'Livre III Titre Douzième Chapitre 3ème' of the Mauritius Civil Code save in respect of articles mentioned in Article 1983 - 12 which have been modified by the terms and conditions of the Policy.

In consideration of the premium having been paid by or on behalf of the Insured to the Insurer, the Insurer will, subject to the terms and conditions specified herein, provide the benefits set out in this Policy to the said Insured.

Please read this Policy carefully. This Policy contains all details of the insurance protection provided.

DEFINITIONS

Mechanical or Electrical Breakdown
The unserviceability of the covered appliance for a reason other than wear and tear, or normal deterioration causing a sudden stoppage of its function.

Cooling Off Period
The 14 day period from the start date of the Policy during which the Insured can cancel the insurance and obtain a refund of the premium less 10% handling and administration charge.

Territorial Limits
Cover is restricted to Mauritius

The Insured
The Owner of the Appliance as named on the Policy Schedule/Invoice

The Appliance
The Appliance detailed in the Policy Schedule /Invoice.

The Insurer
Mauritius Union Assurance Cy Ltd, Mauritius

The Dealer/Agent
The Brandhouse Ltd - The Dealer/Agent from which the Insured acquired the Appliance

The Administrator
Metro Management Services Ltd

The Policy Schedule/Invoice

The invoice summarising your personal details and the cover given.

The Premium

The amount payable by the Insured for the insurance cover

Authorised Repairer
The supplier/distributor that sold the Appliance or a repairer approved by the Insurer / Administrator.

Maximum Claim Liability
Purchase price of the Appliance inclusive of any repair cost.

WHAT IS COVERED?

This insurance will indemnify the Insured, for both parts and labour, based on the original purchase price of the appliance, if the appliance fails to operate, due to any sudden and unforeseen mechanical or electrical breakdown, not caused by or arising out of any exclusions mentioned here below, occurring during the validity of this insurance, after the expiry of the manufacturer's warranty, up to the Maximum Claim Liability stated in the Policy Schedule/Invoice

CONDITIONS

The Policy Schedule/Invoice is the basis of and forms an integral part of the contract between the Insurer and the Insured for the Mechanical and Electrical Breakdown insurance covering the Appliance shown on the Policy Schedule/Invoice. This policy is to be read as one document and any word or expression used with a specific meaning has the same meaning wherever it appears.

- a. The Insurer's liability, provided that the premium has been paid or is agreed to be paid, will be subject to the limit stated on the Policy Schedule/Invoice.
- b. This Policy cannot be transferred to another Appliance
- c. This Policy has no cancellation value, except during the Cooling Off period. The Insurer shall not return any premium to the Insured in the event that this Policy is invalidated or if cover is no longer required.
- d. No repairs may be undertaken or commenced under the terms of the Policy without informing the Administrator. All repairs must be carried out by an Authorised Repairer. All claims must be supported with the relevant documentation. The Insurer reserves the right to examine the Appliance and subject it to independent assessment.
The result of the assessment will determine the liability subject to the Maximum Claim Liability.
- e. If, after the Appliance has been presented for repair and has been dismantled in part or in full, it is discovered that the fault is not covered or is specifically excluded by this Policy, such dismantling and/or repair costs shall be borne by the Insured.
- f. If the Insured makes a claim, knowing the claim to be false and/or fraudulent as regards the value or the amount of work or otherwise, this Policy shall be deemed to be voidable and the right to prosecute is reserved by the Insurer.
- g. The terms and conditions of this Policy cannot be altered or amended by any person except by specific written endorsement by the Insurer.
- h. This insurance will cover spares /parts cost towards repair or replacement and also labour charges.
- i. This insurance can only be obtained at time of purchase of product.
- j. The Insured must report the breakdown or failure within 10 days of its occurrence for it to be eligible for claims reimbursement under this insurance.
- k. Notwithstanding Exclusion 20) of the Policy, delivery of the appliance to the designated Authorised Repairers at the Insured's expense, risk and responsibility.
- l. The Original of the purchase receipt & or invoice should be presented to the Authorised Repairer for verification.
- m. Pick up after completion of repairs should be made from the Authorised Repairer on the specified date at the Insured's expense, risk and responsibility.
- n. This insurance is valid in Mauritius only.
- o. This insurance shall be governed by the laws of Mauritius and shall be subject to the exclusive jurisdiction of Mauritius.
- p. In case of dispute, should the Administrator fail to resolve the dispute to the satisfaction of all parties, the Insured shall be entitled to refer a complaint to the Insurer's Complaints Coordinator, mentioned in the Policy Wording
- q. In case of theft, repossession, sale of the insured appliance to another party or fraud, the cover will end immediately with no refund.
- r. The Insurer is entitled to replace the appliance with the same or similar appliance or proceed with a refund of the purchase price rather than repair the appliance should the repair be uneconomical or due to unavailability of parts. However the retail value of the replacement appliance will not exceed the purchase price of the faulty appliance. Once a warranted appliance has been replaced during the Extended Warranty period, the cover will end immediately with no refund. Following that, the original defective appliance will become Insurer's property.
- s. The Insurer is not liable for any incidental or consequential damage arising from breach of any express or implied warranty on the appliance by the insured, whether during the manufacturer's warranty or during the extended warranty period.
- t. The Insured is allowed a cooling off period of 14 days when the warranty can be cancelled if the Insured decides not to continue with the cover.
The Premium less 10% handling and administration charges will be refunded to the Insured.
- u. Nothing in this Policy shall affect the rights of the Insured under the Consumer Protection Act 1991.

EXCLUSIONS

The Insurer will not accept any liability for

- 1) Damage caused by non-approved alterations or modifications to the manufacturer's specification unless such alterations or modifications are approved by the Insurer in writing.
- 2) Any damage caused by war risks, sonic booms, nuclear radiation and terrorism.
- 3) Losses which are covered under the Appliance manufacturer's warranty or similar guarantee.
- 4) Loss or damage caused by wear and tear or normal deterioration.
- 5) Any defect that is not initially covered by manufacturer's or supplier's warranty.
- 6) Accessories used in or with the Appliance unless covered under a separate warranty contract.
- 7) Routine maintenance, cleaning, lubrication, adjustments or alignments, overhaul, modification and de-scaling.
- 8) Any defect caused as a result of improper usage, negligence, transit/transportation damage and wilful misuse.
- 9) Loss or damage caused by extraneous perils such as fire, explosion, flood, earthquake, accident, sand, water, or other natural calamities, voltage fluctuation, theft, attempted theft, malicious damage, and accidental damage.
- 10) Reception or transmission problems resulting from external causes/perils.
- 11) Video/audio head, plugs, batteries, control knobs, connecting cords, remote control, cartridges, cabinets, smart cards, dust bags, air/water filters, fuses, light bulbs, fluorescent tubes, related starters, attachments, cables, light covers or rain covers and other consumables as applicable.
- 12) Data/hardware corruption arising due to computer virus infection.
- 13) Modification/alteration of any sort made to the circuitry, original design of the appliance.
- 14) The Serial Number/Model Number of the set has been tampered with or removed.
- 15) Any defect caused by usage of wrong power supply, voltage, video head cleaning, corrosion, rust or stains or any problem with supply of electricity, gas or water.
- 16) Any appliance, which has been used for commercial or rental purposes.
- 17) Delay in repairs should necessary spare parts for repair be subject to import restrictions of a country.
- 18) Appliances being recalled by the manufacturer.
- 19) Claims arising from the failure to follow manufacturer's instructions.
- 20) Costs, if no fault is found in the appliance except that for non-portable appliance 2 free inspections and/or transport will be granted during policy period
- 21) Repairs carried out outside Mauritius.
- 22) Cosmetic damage including but not limited to damage to paintwork or dents or scratches.
- 23) Costs due to rust, corrosion or water damage.
- 24) Unauthorised repairs performed by third parties.
- 25) Loss or damage to recording media, software or data, software defects or software generated problems.
- 26) Any injury, loss or damage to a person or property, direct, consequential or incidental damages arising from the use of or inability to use the appliance.
- 27) Any appliance, which did not have a manufacturer's warranty at the time of purchase.
- 28) The cost of modifying any cupboards or storage unit and work surface where the appliance is built in and has become obsolete and a replacement has been supplied.

Appliance Specific Exclusions:

Computers

1. Software, including the operating system and software added to the appliance, third party software or the reloading software.
2. Damage to or loss of data.
3. Problems that result from
 - a) External causes such as accident, abuse, misuse or problems with electrical power.
 - b) Usage that is not in accordance with the appliance instructions.
 - c) Failure to follow the appliance instructions or failure to perform preventive maintenance.
 - d) Using accessories, parts or components not supplied by the manufacturer.
4. Replaceable printer heads.
5. Damages caused by viruses.

Televisions

1. Costs due to unusual physical or electrical stress, burned screen or software interface problems.
2. Costs arising due to a failure to install the display in line with manufacturer's instructions.
3. Costs associated with gaining access to cables within the fabric of a building or wall.
4. Cost of repair of pixel failure, where the number of location is not in excess of the manufacturer's acceptable limit.
5. Wall mounted units if not fitted as per the manufacturer's recommendations.

Electrical Appliances

1. Costs for repair or replacement of parts arising due to failure to properly clean the appliance (including heads, internal cavities, user accessible filters).
2. Air Filters, Evaporator Coils, Condenser Coils, Remote Control.
3. Circuit Breakers, Voltage Stabilizer and Scanners.
4. Sheet Metal Parts, Thermo coil parts and all plastic parts.
5. Gas Charging.
6. Infestation by insects or vermin.
7. Incomplete installation or incorrect operation or incorrect voltage and, excessive use.
8. Any food or medicine loss due to product failure.
9. Loss or damage to ceramic or glass surfaces, oven liners.
10. Loss or damage to bags brushes and belts.
11. Scale damage to shower appliances.

Limitation of liability:

1. The total repair cost payable under this insurance shall not exceed the original purchase price of the appliance.
2. If the costs of repairing the appliance including the spare parts and labour are more than or equal to the purchase price of the appliance covered by this insurance, then the Insurer is entitled to consider the appliance as total loss and compensate the insured with the value of the appliance which is the original Purchase Price of the appliance as per condition r) of the Policy.

Cancellations:

1. The Insurer reserves the right to cancel this insurance by registered letter addressed to the insured at the address stated in the Policy Schedule / Invoice. The cancellation will take effect 30 days from the posting of such a letter.
2. If the Insured makes a claim, knowing it to be false and/or fraudulent as regards the value or the amount of work or otherwise, this Policy is deemed to be cancelled from inception without return of premium paid and the insured must return all claim payments received till such cancellation.

HOW TO MAKE COMPLAINTS

Being customer-oriented the Insurer is always striving to provide a quality service and maintain a high level standard in the products and services that we provide. In case you feel you are not satisfied with one of our products or service, please follow these simple steps.

1. Kindly contact the department dealing with your query through its responsible officer for the subject-matter in question.
2. If you are still not satisfied with the response obtained, make a written complaint.
3. Address it to: The Complaints Coordinator
The Mauritius Union Assurance Co Ltd,
4 Léoville L'Homme Street,
Port-Louis
Contact Number: (230) 207 5500
Email Address: complaints@mauritiunion.com

Please provide us with maximum details such as;

- the nature of complaint;
- summary of the main facts;
- dates of occurrence/(s);
- Insurance Policy No. (where applicable);
- name of insured / policy holder;
- name of complainant;
- address & contact number;
- and other relevant details including supporting documents (if any) as the case may be

4. Complaints received will be acknowledged within three working days of its filing.
5. You will normally receive a final reply within 30 days on our stand.
6. If you are still not satisfied with the final reply following your Complaint, you may refer it to The Financial Services Commission, 54 Ebene Cybercity, Ebene.