

MYDIGIPLAN SATELLITE TELEVISION EQUIPMENT PROTECTION POLICY

INTRODUCTION

Thank **You** for choosing MyCoverPlan Insurance Services Limited to supply **Your** Extended Warranty and **Accidental Damage** cover. We hope that **Your Product** will be trouble free, however should it fail during the **Policy Period** please follow the claims procedure detailed in **Your** policy.

MyCoverPlan Insurance Services Limited is an appointed representative of MB&G Insurance Services Ltd which is authorised and regulated by the Financial Conduct Authority (FCA), ref 306978.

MyCoverPlan Insurance Services Limited is registered in England and Wales, Company No. 07230612. Registered Address: MB&G, Cobalt Business Exchange, Cobalt Park Way, Newcastle, NE28 9NZ.

MAINTAINING COVER UNDER YOUR MONTHLY POLICY

Where **You** have selected to pay **Your** premiums by monthly direct debit, the **Administrator** will collect **Your** monthly premium payment for the policy by direct debit from **Your** bank account on an agreed date of each month and, subject to the successful collection of that monthly premium payment, **We** will provide the cover detailed in this policy wording for the month in which the premium has been collected.

This insurance commences on the date shown on **Your Schedule** and continues by periods of one month upon receipt of **Your** monthly premium payment. This insurance does not have a specified end date and cover will continue until either **You** or **We** cancel the policy. However, should **You** fail to make a payment in any month, the **Administrator** will notify **You** in writing at the address recorded on the policy **Schedule** and **Your** cover will cease 30 days from the date the last monthly premium payment was received by the **Administrator**.

DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy in **bold** and with a Capital Letter.

Accidental Damage - A sudden and accidental event resulting in the failure of any component of the **Product** which prevents normal operation and requires repair or replacement before normal operation can be resumed.

Administrator - MyCoverPlan Insurance Services Limited.

Beyond Economic Repair – referred to as **BER**, where the **Administrator** declares the **Product** uneconomical to repair.

Call Out - The attendance of an engineer to **Your Home** during normal working hours (9am – 5pm Monday to Sunday).

Claim Limit - **Your** policy provides unlimited claims nominally up to the original purchase price of the **Product** in aggregate.

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Deferment Period - The first 28 days from the commencement date of **Your** policy.

Home - The property situated in the United Kingdom, Channel Islands or Isle of Man, detailed on **Your Schedule**

Mechanical / Electrical Breakdown - The actual and sudden mechanical / electrical failure or breakdown which results in the sudden stoppage of the **Product** normal functions and which necessitates repair to resume those functions. Failure or breakdown that ultimately results from wear and tear is excluded from the scope of cover afforded by this policy.

Policy Period - The duration period noted on **Your** policy **Schedule**.

Product - Items of satellite equipment as detailed on the **Schedule** used in a domestic environment. Cover only extends to the **Product** detailed on **Your** policy **Schedule**.

Schedule – The document which contains details of **You** and the **Product** the subject of this insurance.

We / Our / Us / Insurer - UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

You / Your - The person named on the policy **Schedule**.

CONTRACT OF INSURANCE

In consideration of the **You** being accepted for cover, **We** agree to indemnify the **You** up to the **Claim Limit** detailed herein, subject to the definitions, conditions, exclusions and periods contained herein.

MyCoverPlan Insurance Services Limited is an appointed representative of MB&G Insurance Services Ltd.

This insurance is arranged by MyCoverPlan Insurance Services Limited & underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No. SE000083. Registered Office: Plantation Place 30 Fenchurch Street, London, EC3M 3AJ

MyCoverPlan Insurance Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

WHAT IS COVERED

Your policy provides cover against:

A. **Mechanical / Electrical Breakdown** of the **Product** identified on **Your** policy **Schedule**; Cover includes parts, labour and **Call Out** charges (inc. VAT) during normal working

hours (9am – 5pm Monday to Sunday) subject to the terms, conditions and exclusions of **Your** policy.

B. **Accidental Damage**.

Your policy provides cover against **Accidental Damage** to the **Products** identified on **Your** policy **Schedule**. Cover includes parts, labour and **Call Out** charges (inc. VAT) during normal working hours (9am – 5pm Monday to Friday) subject to the terms, conditions and exclusions of **Your** policy.

Please note cover is not provided under “What is Covered” Section A or B during the **Deferment Period** of **Your** policy.

WHAT IS PROVIDED

A: Once payment has been debited from **Your** account, **We** will arrange for **Your** policy documentation to arrive promptly. **You** will need to check the policy does meet **Your** needs and keep the policy document in a safe place in case **You** need to refer to it. The **Product** shall be subject to the conditions set out below.

B: **Your** policy relates to the **Product** which **You** have indicated **You** wish to be covered for.

C: In return for **Your** payments set out in the confirmation, **We** will repair or replace the **Product**. This pre-payment is for services to be rendered in a response to a possible future contingency.

D: Customer Services: **We** will provide a telephone helpline offering **You** help and assistance. The number is 0800 028 6665. Office hours are Monday to Friday 9am to 7pm, and 9am to 1pm Saturday. **We** aim to offer **You** our next day service. Please allow up to 3 working days for service response to accommodate unforeseen circumstances.

E: In the event that **Your Product** or any part of it suffers a **Mechanical / Electrical Breakdown**, **You** must inform **Us** straight away on 0800 028 6665. **We** will arrange for **Our** representative engineers to attend **Your Home** as soon as is mutually convenient.

F: **We** will carry out repairs or replacements (as **Our** contracted engineers deem reasonable) to the **Product**. In the event of a replacement being necessary, the replacement **Product** may be reconditioned.

WHAT IS NOT COVERED

Repairs or replacements of the **Product** will not be provided if the **Product** is still covered by any manufacturer's, supplier's or repairer's warranty or arise from or in the event of:

A: The **Product** being recalled by any supplier or manufacturer due to a generic manufacturer defect or any other reason;

B: Any unauthorised modification of the **Product** including (without limitation) any upgrade not authorised by the person who supplied it to **You** or addition of any accessories not approved by the manufacturer;

- C: **Your** failure to follow any operating instructions in relation to the **Product**;
- D: Use of the **Product** in a non-domestic or commercial environment;
- E: Where any damage to the **Product** has been caused by theft or attempted theft;
- F: No fault being found with **Your Product**;
- G: Routine maintenance, cleaning and servicing of the **Product**, supplies or services to **Your Home**;
- H: Cosmetic damage such as damage to paintwork or dents or scratches to the **Product**;
- I: Replacement of any consumable or auxiliary items e.g. batteries or any accessories or peripherals that were not part of the original **Product** offering at the time of purchase;
- J: Damage to interactive or viewing cards (Please refer to supplier);
- K: The **Product** not having being properly installed by installers authorised by the supplier;
- L: Any claim occurring within the **Deferment Period**;
- M: Damage or loss to programmes saved to the hard drive of a satellite box;
- N: Damage to components of integrated digital televisions;
- O: Damage to any part of the **Product** that is not fully owned by **You** such as a communal dish or distribution system;
- P: Costs associated with the initial set up;
- Q: Claims for rectifying maladjustment or incorrect configuration of setting of manual controls;
- R: Faults known to **You** before the start date of cover under **Your Policy**;
- S: Claims arising as result of normal wear & tear;
- T: Any other costs that are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this policy;
- U: Deliberate or malicious damage or neglect of the **Product**.

GENERAL CONDITIONS

Claims are only valid where authority has been issued by the **Administrator** or their appointed engineer.

- A. The **Administrator** will make reasonable attempts to obtain a suitable engineer, provided that provision of service is not precluded by:
 1. Adverse weather conditions;
 2. Industrial disputes (official or not);
 3. Failure of the public transport system (including the road network) and repair thereto;
 4. Schedule of engineer coverage based on geographical locations;
 5. Other circumstances preventing access to **Your Home** or otherwise making provision of cover impractical.

- B. **We** shall be entitled to:
 1. Decline cover if, in **Our** opinion, **Your Home** or services have not been maintained in a safe or serviceable condition;
 2. Decide on the most appropriate means of providing cover, although **We** will take **Your** wishes into account whenever possible;
 3. **Your** assistance in carrying out such extensive diagnostic tests via the telephone as **We** see necessary to resolve any problems before **We** arrange an engineer **Call Out**.
- C. **You** may be responsible for any **Call Out** charges if, having requested assistance, **You** are not at **Home** when the engineer arrives.
- D. **We** will arrange to supply and fit replacement parts or components where required and covered under **Your** policy. If **You** request any additional work or replacement parts, **You** will be responsible for the additional cost. **We** are not responsible for any inconvenience, loss or damage caused by delay in the supply of spare parts or components by manufacturers or their suppliers or agents.
- E. Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.
- F. **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:
 1. Supply accurate and complete answers to all the questions **We** or the **Administrator** may ask as part of **Your** application for cover under the policy;
 2. To make sure that all information supplied as part of **Your** application for cover is true and correct;
 3. Tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.
- G. If **You** move address, **You** must inform the **Administrator** in writing or by phone.
- H. Where the **Insurer** deems the **Product** to be **Beyond Economical Repair** or makes financial settlement in lieu of repair, all benefits under this policy will cease.
- I. This insurance is automatically cancelled if **You** or someone acting on **Your** behalf submit a claim knowing it to be false, fraudulent or a misrepresentation.
- J. **War**: Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- K. **Terrorism**: Any direct or indirect consequence of terrorism as defined by the

- Terrorism Act 2000 and any amending or substituting legislation. We will, however, cover any loss or damage (but not related cost or expense, caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.
- L. **Radiation**: Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- M. **Electronic Data**: Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

PROVISION OF SERVICES

We reserve the right to delay or suspend the provision of any of the services **We** have agreed to supply to **You** until **We** have been paid by **You** in full and in cleared funds all sums due and owing to **Us** under this agreement.

CLAIMS PROCEDURE

It is vital in the event of a claim that **You** contact the **Administrator** by telephone on 0800 028 6665. Please provide the **Administrator** with as much information about what has happened as soon as possible, so they can give advice and arrange for the **Claims Administrator** to contact **You**. Before registering a claim, please ensure that **You** have suitable Freeview coverage by visiting www.freeview.co.uk/home.

Please have **Your** policy number and details of the **Product** with **You** at the time of reporting the fault.

UK General Insurance Limited is an insurer's agent and in the matters of a claim, act on behalf of the **Insurer**.

CANCELLATION

If **you** decide that for any reason, this **Product** does not meet your insurance needs then please return it to the **Administrator** within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full.

After the 14 day cooling off period, **You** may cancel **Your** policy at anytime and receive a pro-rata refund of the cost of **Your** policy for each full calendar month remaining subject to no claims being logged against the policy.

You will not receive any refund of premium if **You** have used **Our** services at any time.

Upon receipt of **Your** written request, **We** will arrange the cancellation of **Your** cover. Refunds will be paid to **You** by cheque and posted out to **You** within 7-10 working days.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- A. Fraud
- B. Non-payment of premium
- C. Threatening and abusive behaviour
- D. Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

OUR PROMISE OF SERVICE

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim, **You** should in the first instance contact the Managing Director of the **Administrator**. The contact details are:

The Customer Service Manager, MyCoverPlan Insurance Services Limited, MB&G, Cobalt Business Exchange, Cobalt Park Way, Newcastle, NE28 9NZ, Tel: 0800 028 6665.

In all correspondence please state **Your** policy number and quote scheme ref 05346B.

If **Your** complaint about **Your** policy cannot be resolved by the end of the third working day, the **Administrator** will pass it to:

The Customer Relations Manager,
UK General Insurance limited,
Cast House,
Old Mill Business Park,
Gibraltar Island Road,
Leeds,
LS10 1RJ
Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an V3.

annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

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

Telephone: 0800 023 4 567

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights, contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

COMPENSATION SCHEME

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

DATA PROTECTION ACT (1998)

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.