

## MYTVPLAN TELEVISION EXTENDED WARRANTY POLICY

### INTRODUCTION

Thank **You** for choosing MyCoverPlan Insurance Services Limited to supply **Your** policy. **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 POLICY

Where **You** have opted to pay **Your** payment by direct debit, the **Administrator** will collect **Your** payment from **Your** bank account on an agreed date and subject to the successful collection of **Your** payment, **We** will provide the cover detailed in this policy wording. Cover will automatically continue until either **You** or **We** cancel the policy. Where **You** have opted to pay by annual direct debit, the **Administrator** will aim to write to **You** four (4) weeks prior to the end date of **Your** policy to confirm their intention to renew **Your** policy.

Should **You** not wish to renew **Your** policy, **You** must follow the cancellation process within the notification of renewal letter or as detailed under the Cancellation Section of **Your** Policy.

The **Administrator** is not obliged to offer renewal of **Your** policy and may cancel **Your** policy in line with the Cancellation Section.

Where **Your** policy is renewed, **We** will remove any excess period from **Your** renewal policy.

Should **You** fail to make a payment when due, **We** will make a second attempt to make collection of **Your** direct debit. Should **We** be unable to collect **Your** direct debit, **We** will cancel **Your** policy and cover will cease from the date the payment should have been made.

### DEFINITIONS

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

**Administrator** - Refer to MyCoverPlan Insurance Services Limited for queries relating to the issue of **Your** policy / policy amendments and to report details of any claim.

**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 Friday).

**Claims Administrator** – MB&G Insurance Services Limited, Cobalt Business Exchange, Cobalt Park Way, Newcastle, NE28 9NZ.

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

**Consequential Loss** – Any other costs which are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in the policy.

**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**.

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

**Mechanical / Electrical Breakdown** - The actual and sudden mechanical / electrical failure or breakdown which:

1. Results in the sudden stoppage of the **Product** normal functions and
2. 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 (Monthly)** - This insurance commences on the date shown on your policy **Schedule**; **Your** policy is renewed every month upon receipt of **Your** monthly premium. This insurance does not have a specified end date and renewals and cover will continue until either **You** or **We** cancel the policy, subject to payment of premiums.

**Policy Period (Annual)** - This insurance commences and expires on the dates shown on **Your** policy **Schedule**, subject to payment of the premium.

**Product** - The television detailed on the **Schedule**.

**Schedule** - Contains details of **You** and the **Product** which is the subject of this insurance.

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

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

### CONTRACT OF INSURANCE

**Your** policy has been arranged by MyCoverPlan Insurance Services Limited with UK General Insurance Limited 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 is an appointed representative of MB&G Insurance Services Ltd.

UK General Insurance Limited is 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 by visiting the FCA's website at

[www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling the FCA on 0800 111 6768.

### WHAT IS COVERED

**Your** policy provides cover against **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 Friday), subject to the terms, conditions and exclusions of **Your** policy.

Please note cover is not provided during the **Deferment Period** of **Your** policy.

Where you have taken out an annual policy and the **Product** is under 6 years of age at the time of purchase of **Your** policy and is declared **BER**, **We** will replace the **Product** with a product of similar specification and functionality.

Where you have taken out a monthly policy and the **Product** is under 6 years of age at the time of the monthly renewal of **Your** monthly policy and is declared **BER**, **We** will replace the **Product** with a product of similar specification and functionality.

**We** reserve the right to make settlement of any claim resulting in replacement of the **Product** in cash or by voucher.

### WHAT IS NOT COVERED

The following are specifically excluded from the cover provided by **Your** policy:

- A. Where the **Product** is over 8 years of age at the time of purchase/renewal of the policy;
- B. **Call Out** charges where a fault cannot be found with the **Product**;
- C. Any claim within the **Deferment Period** of **Your** policy;
- D. Consumable or auxiliary items e.g. 3D glasses, batteries, SCART / HDMI leads or cables or non-standard remote controls or any accessories or peripherals not shown on the **Schedule**;
- E. Use of the **Product** by anyone other than **You** or a member of **Your** household;
- F. Failure to comply with the manufacturers' instructions for the care of the **Product**;
- G. A **Product** installed in a commercial environment or where the level of use is deemed beyond normal domestic use;
- H. A **Product** that does not meet the current electrical regulations in force at the time;
- I. Costs not authorised by the **Administrator** or its appointed engineers;
- J. Costs associated with the initial setup including but not limited to faults on Freeview due to poor signal strength;
- K. Deliberate or malicious damage or neglect of the **Product**;
- L. Claims for rectifying maladjustment or incorrect configuration or setting of manual controls;
- M. Any cost arising from the change from analogue to digital broadcasting including the

termination of analogue transmissions of any type;

- N. Faults known to **You** before the start date of **Your** policy;
- O. Work which relates to a manufacturer recall;
- P. Damage of a cosmetic nature caused by but limited to denting, scratching, chipping, staining, and rust or corrosion;
- Q. Routine maintenance of the **Product**, supplies or service in **Your Home**;
- R. The replacement of the **Product** where it is declared **BER** and was over 6 years of age at the time of inception of an annually-paid policy or at each monthly renewal of a monthly-paid policy;
- S. Claims 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**;
- T. Claims arising as a result of normal wear and tear (e.g. screen burn, fuses, batteries etc);
- U. Failure of satellite cable or Freeview equipment connected to the **Product**;
- V. **Consequential Loss** of any type e.g. cost associated to a third party satellite or finance provider due to the failure of the **Product**.

The VAT element of any claim where the **Insured** is VAT registered.

#### CLAIMS PROCEDURE

It is vital in the event of a claim that **You** contact the **Claims Administrator**, MB&G Insurance Services Limited, by telephone on 0191 258 8129. Please provide the **Claims Administrator** with as much information about what has happened as soon as possible. Before registering a claim, please ensure that **You** have checked all leads and power supply and have suitable analogue, Freeview or satellite service.

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**.

#### GENERAL CONDITIONS

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

1. The **Administrator** will make reasonable attempts to obtain suitable tradesman, provided that provision of service is not precluded by:
  - a) Adverse weather conditions;
  - b) Industrial disputes (official or not);
  - c) Failure of the public transport system (including the road network) and repair thereto;
  - d) Other circumstances preventing access to **Your Home** or otherwise making provision of cover impractical.
2. **We** shall be entitled to:
  - a) Decline cover 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 cover, although **We** will take **Your** wishes into account whenever possible;
  - c) Settle any claim on a proportionate basis if **You** have any other insurance covering the same loss or damage;
  - d) **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**.
3. **You** will be responsible for any **Call Out** charges if, having requested assistance, **You** are not at **Home** when the tradesman arrives or a fault cannot be found with the **Product**.
  4. If the cost of **Your** claim exceeds the cover provided by this policy, **You** will be required to pay any additional costs direct to the tradesman at the time they attend.
  5. **We** will arrange to supply and fit replacement parts or components where required and covered under **Your** policy. If **You** request any addition 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.
  6. In the event that the parts for a **Product** are no longer available, or the **Product** is **BER**, **We** will base **Our** settlement on the replacement cost of a product of similar specification and functionality at the time of the **Mechanical / Electrical Breakdown**.
  7. 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.
  8. If **You** or anyone else claiming under this policy makes a claim that is false or dishonest in any way, **Your** policy will not be valid and **You** will lose all benefits under this policy.
  9. If **You** move address then **You** must inform the **Administrator** in writing or by phone.
  10. Where the **Insurer** deems the **Product** to be **BER** or makes financial settlement in lieu of repair all benefits under this policy will cease.
  11. This insurance is automatically cancelled if **You** submit a claim knowing it to be false, fraudulent or a misrepresentation.
  12. **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:
    - a) 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;
    - b) to make sure that all information supplied as part of **Your** application for cover is true and correct;
    - c) 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.
  13. **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.

14. **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.
15. **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.
16. **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.

#### CANCELLATION

If **You** decide that for any reason, this **Product** does not meet **Your** insurance needs then please return it to **Your 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 any time 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 the **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 & conditions.

Provided the premium has been paid in full and providing there have been no claims under the policy, **You** shall 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 follow the Complaints Procedure below:

Regarding the sale of the policy, please contact the **Administrator**:

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

If **Your** complaint is regarding the handling of a claim, please contact the **Claims Administrator**:

MB&G Insurance Services Limited  
Cobalt Business Exchange,  
Cobalt Park Way,  
Newcastle,  
NE28 9NZ.  
Tel: 0191 258 8129

In all correspondence, please state that **Your** insurance is provided by UK General Insurance Ltd and quote scheme reference 05449B.

If **Your** complaint cannot be resolved by the end of the third working day, it will be passed to:

Customer Relations Department, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ. Tel: 0345 218 2685  
Email: customer.relations@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 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  
Tel: 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](http://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.