# Satellite Equipment Insurance



020 8589 0095

**Full Policy Terms and Conditions** 

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#### INTRODUCTION

Satellite Equipment Insurance is underwritten by Financial & Legal Insurance Company Ltd (the insurer) and arranged and administered by Cover-4-Less (the administrator).

This document sets out the terms and conditions of Satellite Equipment Insurance and together with the Schedule is your plan. Please refer to the "DEFINITIONS" for the meaning of words in **bold print**.

The administrator will mail to you the Schedule which will include your "Plan number" and details of the Equipment covered by your plan. If you do not receive the Schedule within a week of the Start date of your plan or the details need changing please contact the administrator without delay.

The date on which your plan commences is the date entered in the Schedule. Your plan will continue in force until the end of the **Plan period**, provided that **your plan** is not cancelled in the meantime.

The **premium** instalments are payable by credit card, debit card or Direct Debit in accordance with the **premium** payment terms entered in the Schedule.

Your plan entitles you to receive help and technical support from the administrator's telephone helpline to try and resolve any problem you are having with the Equipment over the telephone. The helpline telephone number is:

020 8589 0095 and is open between the hours of 9a.m. - 5p.m. Monday to Friday.

If your Equipment is replaced, your plan will continue to apply to the **Equipment**.

If you require copies of correspondence from the administrator in connection with your plan please contact the administrator.

The administrator's contact details are:

Cover-4-Less, Citibase Suite 538, The Atrium, 1 Harefield Rd, Uxbridge, UB8 1PH Telephone: 020 8589 0095 Email: admin@cover-4-less.com

#### DEFINITIONS

Accidental damage: Physical damage to the equipment following a sudden and unforeseen event which affects the functionality of the equipment.

Administrator: Cover-4-Less is a trading name of Maintenance Direct Insurance Services Ltd who are Authorised & **Regulated by The Financial Conduct** Authority, financial services number: 707133. Registered In England No: 03152770. Registered office: Citibase Suite 538, The Atrium, 1 Harefield Rd, Uxbridge, UB8 1PH

Equipment: The satellite dish, LNB (Low Noise Block Down Converter), box for receipt of non-terrestrial channels (including its remote control and any magic eyes) and associated cabling and other related Equipment and accessories as specified in the Schedule.

Breakdown: The disruption of normal operation caused by or arising from internal electronic, electrical or mechanical defects necessitating repair or rectification before normal operation can be resumed.

First Start date: The date entered in the Schedule as the "First Start date".

Immediate family: Your domestic partner, child or children and any other person permanently residing at your address and not paving commercial rent.

Initial exclusion period: A period of 30 days from the first start date of the initial policy period during which breakdown of the equipment is not insured.

A period of 60 days from the first start date of the initial policy period during which accidental damage to the equipment is not insured.

Initial policy period: The first period of insurance before any renewal date.

Insured / you / your: The person named in the **Schedule** as the "Insured".

**Insurer:** Financial & Legal Insurance Company Ltd who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, UK financial services No: 202915. Registered in England & Wales company No: 03034220. Registered office: 1 Lakeside Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

These details can be checked on the financial services register at www.fca.gov.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Plan / Policy: This document and the **Schedule** which together form one document.

Plan / Policy period: The period as specified in the Schedule commencing on the Start date with renewal thereafter as agreed between you and the administrator, provided that the premium due for the renewal period is paid before the renewal period commences.

Premium: The amount specified in your Certificate of Insurance. The premium you have paid to your policy administrator for this policy includes the insurer's charge for covering the risk insured and their associated costs to which they are entitled which you irrevocably authorise your policy administrator to discharge to your insurer on your behalf. The balance of premium covering your policy administrator's costs and expenses for facilitating the provision of cover to **vou**, shall be payable to and retained directly by your policy administrator.

Schedule: The Schedule attached to this document which contains your plan details.

Start date: The date entered in the schedule.

The cover under this policy starts on the commencement date shown in **your policy** schedule. The cover ends on the expiry date shown in your policy schedule. The duration of cover could be for twelve or twenty four months, as specified in your policy schedule.

Storm: A violent disturbance of the atmosphere, with strong winds and usually rain, thunder and lightning, categorised by the United Kingdom Meteorological Office as being a storm with an allocated storm name.

We: The insurer and/or the administrator acting on behalf of the insurer

**POLICY PERIOD & END OF COVER** 

This **policy** will run for a maximum of 12 months. The date on which your policy commences is the date

entered in the schedule. Your policy will continue in force until the end of the

policy period, provided that your policy is not cancelled in the meantime.

You may then be offered renewal of your policy for another 12 months.

The **premium** instalments are payable by credit card, debit card or Direct Debit in accordance with the premium payment terms entered in the schedule.

Insurance for any **appliance** ends when you cease to own it or it leaves your home.



#### **YOUR RESPONSE TO QUESTIONS**

You are under a legal duty to take reasonable care when answering questions at the beginning of **your** initial policy and at any renewal of the policy.

If **you** make a misrepresentation when answering questions asked at the beginning of your Initial policy period and at any renewal of the policy, depending on the type of misrepresentation made, this could result in:

- 1. Your insurance contract being rendered void so that claims would not be paid and there would be no cover.
- 2. The terms of your insurance contract may be amended.
- 3. A proportionate reduction in the amount of your claim settlement to take into account of any premium that would have been charged.

If the details in the Schedule are in any way incorrect or you are in any doubt as to what needs to be disclosed, please contact the administrator immediately.



#### COOLING OFF PERIOD AND CANCELLATION

You may cancel your plan at any time. To cancel your plan you need to contact the administrator:

#### Cover-4-Less,

Citibase Suite 538, The Atrium, 1 Harefield Rd, Uxbridge, UB8 1PH Telephone: 020 8589 0095 Email: admin@cover-4-less.com

#### You will receive

1. a full refund of the premium you have paid if you cancel your plan within fourteen (14) days of receiving your plan document (the "Cooling Off Period")

2. a refund, after deduction of an administration fee of £25.00, of the part of the **premium** that relates to the unexpired portion of the plan period for which you have paid premium, if you cancel your plan after the Cooling Off Period provided that:

- a) the administrator has not been through the technical procedures to resolve a fault that you have reported.
- b) you have not made a claim under your plan that involves onsite repair or replacement of the Equipment payable by the insurer.

If the administrator has been through the technical procedures to resolve a fault that you have reported or you have made a claim under your plan that involves onsite repair or replacement of the equipment payable by the **insurer** before **you** cancel your plan, you will not receive any refund of premium.

If you pay the premium for your plan on a monthly or quarterly basis (either by Direct Debit or as a recurring transaction on your credit or debit card), you must

contact the administrator before cancelling **your** chosen payment method. If the administrator has been through the technical procedures to resolve a fault that you have reported or you have made a claim under your plan that involves onsite repair or replacement of the equipment payable by the insurer, you will need to pay the remaining premiums up to the renewal date before you cancel your plan.

The administrator or insurer may cancel your plan for non-payment of premium, **your** failure to comply with the conditions of your plan, a fraudulent claim made by you or on your behalf or the use of fraudulent means to obtain any benefit under your plan by giving you 14 days notice in writing to your last known address.

No premium will be refunded if your policy is cancelled due to fraud.

The effective date of cancellation will be immediate, after the 14 day notice period unless the administrator states otherwise in their written notice or you comply with any requirements stipulated by the administrator in their written notice as conditions for your plan remaining in force.



#### WHAT IS INSURED

Accidental damage to the equipment occurring within the United Kingdom and during the plan period.

Breakdown of any item of the equipment occurring within the United Kingdom and during the plan period.

Realignment, repositioning or adjustment of the satellite dish and LNB (Low Noise Block Down Converter), where necessary

in order to rectify a signal or reception problem, during the plan period.

We will pay up to £750 per annum for any one claim and in total for all claims.

#### Applicable if you have chosen the Satellite Dish and Cables Only cover option:

This option will be specified in your schedule

#### **Cover Provided**

- Accidental damage and • breakdown of the satellite dish, LNB (Low Noise Block Down Converter) and associated cables.
- Realignment or repositioning of • the satellite dish and LNB (Low Noise Block Down Converter) where necessary in order to rectify a signal or reception problem, during the plan period.



#### WHAT IS NOT INSURED

1. Any damage to or malfunctioning of or **breakdown** of the **equipment** or failure of the **equipment** to function normally caused by:

- a) wear and tear and gradual deterioration in performance of the equipment; or
- rust or corrosion, mildew, fungus or faulty or defective design, materials or workmanship; or
- c) problems in the supply of electricity to you and signal interference caused by buildings, structures, and trees.
- 2. Accidental damage or breakdown during the initial exclusion periods which are 30 days for breakdown and 60 days for accidental damage.
- Loss of or damage to the equipment or breakdown of the equipment caused by frost, flood, escape of water, fire or explosion or theft.
- Physical damage to the satellite dish or LNB (Low Noise Block Down Converter) caused by storm.
- Any malfunctioning of the equipment or failure of the equipment to function of which you were aware or of which you could reasonably have been expected to be aware at the Start date.
- The replacement of any component which is intended to be replaceable, such as fuses, batteries and bulbs.
- Damage to the equipment caused by software interface problems or the malfunctioning of any software downloaded to the hard drive of any item of the equipment.
- 8. Use of the **equipment** in a business, trade or professional environment.
- 9. The repair or rectification of cosmetic damage, such as discolouration,

staining, chipping, dents, scratches, rust or corrosion, which does not prevent the **Equipment** from functioning.

- 10. Damage to the **equipment** arising out of repair work carried out by anyone other than the **administrator** or a person authorised by the **administrator** to carry out the repair work.
- 11. Damage to property or other equipment or products, such as DVD players and recorders, caused by the equipment.
- 12. Accidental damage or breakdown caused by:
  - a) a deliberate and/ or reckless act on your part or on the part of a member of your immediate family;
  - b) incorrect or faulty installation of the equipment;
  - c) your failure to follow the operating instructions for the equipment;
  - accessories unless such accessories are specifically designated by the manufacturer of the equipment as suitable for use with the equipment;
  - e) modifications to the equipment unless such modifications were carried out by the manufacturer or an authorized agent of the manufacturer;
  - f) routine maintenance, cleaning or servicing;
  - g) malicious damage.
  - Any costs for the repair, rectification or replacement of the equipment that are covered under the manufacturer's warranty or the equipment supplier's warranty, or relate to any defect or fault in

respect of which the manufacturer has issued a recall notice.

- 14. Call-out costs if no fault is found with **your equipment**, the fault is rectified by a re-configuration of user settings or in the event that there is otherwise no valid claim under the **policy**.
- 15. Any compensation for loss of signal or any additional costs or expenditure incurred by **you** on account of **accidental damage** to or **breakdown** of the **equipment**.
- 16. Any damage to or malfunctioning of or **breakdown** of the **equipment** or failure of the **equipment** to function normally occasioned by or in consequence of or arising out of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or any act of terrorism.
- 17. Confiscation, requisition, seizure or destruction of the **equipment** by order of the **Government** or any Public Authority.
- Any amount in excess of £750 for satellite equipment.
- 19. Any amount recoverable from any other party, under the terms of any contract, guarantee, warranty or insurance.

## Only applicable to the Satellite Dish and Cables Only Cover:

20. Accidental damage and breakdown to the box for receipt of non-terrestrial channels and its remote control.

Before reporting a claim **you** must firstly ascertain that the problem is not due to a fault with the box or it's remote, otherwise **you** could be charged for an unnecessary call out.

## GENERAL CONDITIONS

You and any member of your immediate family using or in possession of the equipment must take all reasonable precautions to prevent accidental damage or breakdown and to install and use the equipment in accordance with the manufacturer's instructions.

#### Transfer of insurance

You cannot transfer your plan to any other person without the insurer's prior consent

#### Fraud

If **you** make any fraudulent claim or use fraudulent means to obtain any benefit under **your plan**, the **insurer** will reject the claim, if aware of the fraud prior to making payment, or exercise all rights for the recovery of any sums paid and appropriate redress. The **policy** will be cancelled with effect from the date of the fraudulent act and in such circumstances the **insurer** has the right to retain the **premium**.

#### Changes to Plan Terms & Conditions

If the **insurer** changes the terms and conditions applicable to the **plan**, **you** will be given notice in writing by the **administrator** at least forty-five (45) days before the changes affect **your plan**.

#### Governing Law

This insurance is governed by and construed in accordance with English Law. In the event of any dispute the parties will submit to the jurisdiction of the courts of England and Wales.

#### Personal representatives

In the event of **your** death the **insurer** will provide to **your** personal representative any benefits as would have been payable under this insurance to **you**.



#### **HOW TO MAKE A CLAIM**

1. If the **equipment** fails to work normally, please call the helpline 020 8589 0095 between the hours of 9 a.m. - 5 p.m. Monday to Friday. The helpline operator will be a qualified technician and will attempt to resolve any problems **you** are experiencing with **your equipment** over the telephone.

2. If the problem cannot be resolved over the telephone, you will be asked to provide further details to ascertain the nature of the fault as far as possible and to verify that the problems are covered and not excluded under your plan in order that an onsite visit by an engineer (approved by the administrator on behalf of the insurer) can be arranged to take place during normal working hours (Monday to Friday 9 a.m. to 5 p.m. excluding public holidays).

Please note that if the problem involves **breakdown** and the manufacturer's or supplier's warranty has not expired, **you** will be referred to the manufacturer or the supplier of the **equipment** for resolution of the problem.

- 3. The engineer will carry out repairs to the equipment where possible. If, however, the spare parts necessary to repair the equipment cannot be readily obtained or the cost of repairing the equipment is more than the cost of replacing the equipment, the equipment will be replaced, subject to a maximum replacement cost of £750 for satellite equipment.
- Where a policy is paid in instalments and there is a claim which exceeds £350 within the first year of the policy (i.e. excluding renewals) then the remaining premium will be payable

prior to repairing or replacing the item or making any cash settlement.

- 5. If the repairs involve working at height, it may be necessary for the work to be referred to a special heights team and the time to complete the repairs can be longer.
- 6. The replacement **equipment** may be a fully refurbished product or a new product of similar specification (without further cost to **you**) and cannot be guaranteed to be the same make, model or colour as the **equipment** being replaced but will at least provide the same functionality, subject to a maximum replacement cost of £750 for satellite **equipment**.
- You will be responsible for the disposal of the equipment you retain possession of it after being supplied with replacement equipment.
- For the avoidance of doubt your plan will continue to apply in respect of the replaced equipment until the end of your plan period.
- If you have other insurances that include cover for your satellite equipment we reserve the right to contact the insurers of such other insurance for a contribution

# PRIVACY, DATA PROTECTION & MARKETING

The **insurer** collects personal information about **you** in connection with this **policy**. **Your** personal information will be used for the following purposes:

 for administration of this **policy** including, but not limited to, underwriting, administration and claims handling;
to communicate with **you** in connection with this **policy**;

3) for internal analysis and research;

4) to comply with legal and regulatory requirements; and

5) to help prevent, detect or deal with crime or **fraud**.

The insurer uses agents and service providers to collect, hold and process on its behalf **your** personal information for the purposes set out in this **policy**. These agents and service providers act on the insurer's instructions (as applicable) and will only use the information as the insurer tells them to. The insurer may disclose **vour** personal information to third parties (including to the police, other governmental bodies and other insurers) as required by law or if the insurer thinks the disclosure may help to prevent, detect and deal with crime or fraud. You have the right to ask for a copy of the information the insurer holds about you. If you find at any time that any of the information the insurer holds about you is incorrect then you should promptly notify the insurer or the policy administrator (as appropriate) who will correct the inaccuracy.

Your personal information will not be retained for longer than is necessary and will be managed in accordance with the data retention policy. Please be aware of the requirement to keep details of any policies you apply for or have taken out, including any claims or complaints history under the rules laid out in the Financial Conduct Authority Handbook requirements and other legislation that is applicable from time to time.

You can contact the **insurer** or the **administrator** about privacy issues or comment or complain about privacy practices by contacting:

#### <u>Insurer</u>

Financial & Legal Insurance Company Ltd, 1 Lakeside Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

#### Policy Administrator

Maintenance Direct Insurance Services Ltd Citibase Suite 538, The Atrium, 1 Harefield Rd, Uxbridge, UB8 1PH Telephone: 020 8589 0095 Email: <u>admin@cover-4-less.com</u>

The insurer will not use or pass on **your** data to any third party for marketing purposes. All information provided by **you** is used to manage **your** insurance policy only or to offer **you** additional products that may be of interest to **you**.

All telephone calls between **you** and the **administrator** may be recorded and monitored for quality and training purposes and the **administrator** reserves the right to use any recordings made.

CUSTOMER CARE & COMPLAINTS

The **administrator** intends to provide **you** with accurate information, clear documentation and efficient services at all times. If a mistake is made every effort will be made to resolve the problem immediately.

If you have any questions about the policy, you should contact the administrator:

Cover-4-Less Citibase Suite 538, The Atrium 1 Harefield Rd, Uxbridge, UB8 1PH Telephone: 020 8589 0095 Email: admin@cover-4-less.com

You deserve a courteous, fair and prompt service. If there is any occasion when the service does not meet **your** expectations, please contact us using the appropriate contact details below and provide the **policy** or claim number and **your** name to help deal with **your** comments quicker.

#### Sales, Service and Claims Complaints:

Maintenance Direct Insurance Services Ltd Citibase Suite 538, The Atrium, 1 Harefield Rd, Uxbridge, UB8 1PH Telephone: 020 8589 0095 Email: <u>admin@cover-4-less.com</u>

#### **Insurer Related Complaints:**

Should **your** complaint be about the **insurer** of this **policy**, **you** may write to: Financial & Legal Insurance Company Ltd, 1 Lakeside Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW email: complaints@financialandlegal.co.uk

#### **Financial Ombudsman Service:**

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. You may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone: 0800 023 4567 or 0300 123 9213, Email: complaint.info@financialombudsman.org.uk or online: www.financial-ombudsman.org.uk

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. If **you** wish to complain about an insurance policy purchased online, **you** may be able to use the European Commission's Online Dispute Resolution platform, which can be found at

http://ec.europa.eu/consumers/odr/



#### FINANCIAL SERVICES COMPENSATION SCHEME

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at www.fscs.org.uk or can be contacted on 0800 678 1100 or 0207 751 4100.

#### ALTERNATIVE TO INSURANCE

The alternative to an insurance product would be for **you**, where necessary, to arrange call outs with appropriate engineers and tradesmen and for **you** to pay for any repair or replacement costs.



Cover-4-Less Citibase Suite 538, The Atrium, 1 Harefield Rd, Uxbridge, UB8 1PH 020 8589 0095

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