TV Protection Insurance



020 8589 0095 www.cover-4-less.com

Full Policy Terms and Conditions

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INTRODUCTION

TV Protection Insurance is underwritten by Financial & Legal Insurance Company Limited (the insurer) and arranged and administered by Cover-4-Less (the administrator).

This document sets out the terms and conditions of TV Protection Insurance and together with the **schedule** is **your policy**. Please refer to the "**DEFINITIONS**" for the meaning of words in **bold print**.

The administrator will send to you the schedule which will include your "policy number" and details of the television covered by your policy.

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.

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 policy 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 **television** over the telephone.

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

If your television needs repairing or replacing, you will be required to provide proof of purchase before any repair or replacement is carried out.

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

The administrator's contact details are:

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

Email: admin@cover-4-less.com

DEFINITIONS

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

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 registration number: 707133. Registered In England No: 03152770. Registered office: Citibase Suite 538, The Atrium, 1 Harefield Rd, Uxbridge, UB8 1PH

Beyond Economic Repair: If in our opinion the television is not able to be repaired economically, or we cannot obtain parts (or obtain them in a timely fashion) we will pay for the replacement cost of the television up to a maximum of £500, after deducting the applicable excess. For any television which is 4 years old or more at the date of the claim and is beyond economical repair, the maximum amount payable under the policy will be:

TVs 4 years old or older at the date of claim: £375 (less the applicable excess)

TVs 5 years old or older at the date of claim: £250 (less the applicable excess)

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.

Excess: In the event of a claim for breakdown made within the first 180 days of the initial policy period you will have to pay £100 for the claim. This does not apply to claims for remote controls. The excess does not apply following renewal.

First start date: The date entered in the schedule as the "first start date".

Home: The private address in the United Kingdom where you permanently reside as shown in the schedule as the Policyholder's home address.

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

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

Initial exclusion period: A period of 30 days from the date you first registered the television during which breakdown of the television specified in the schedule is not insured. For televisions registered from the policy start date this means the first 30 days following the policy start date. For any television registered after the policy start date, it is the first 30 days following its registration.

Registration of any **television** can be done over the telephone, online, by mail or email. **You** will need to provide the size and make of the **television**. We may also request the model and serial number.

You will not need to re-register your television on renewal of this policy.

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.

Policy: This document and the **schedule** which together form one document.

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 schedule**. 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 **you**, shall be payable to and retained directly by **your policy administrator**.

<u>Schedule</u>: The schedule attaching to this document which contains your policy details.

Start date: The date entered in the schedule. The cover under this policy starts on the 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.

<u>Television</u>: The registered LCD, LED, OLED, Plasma, or 4K Ultra HD TV television (and

its remote control) as specified in the schedule. The television registered under the policy cannot be changed midway through the policy period.

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 television 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.

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 & CANCELLATION

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

Cover 4 Less

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

You will receive:

- a full refund of the premium you have 1. paid if you cancel your policy within fourteen (14) days of receiving **your** policy document (the "Cooling Off Period")
- a refund, after deduction of an 2. administration fee of £25.00, of the part of the premium that relates to the unexpired portion of the **policy** period for which you have paid premium, if **you** cancel **your policy** 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 policy that involves onsite repair or replacement of the television 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 policy that involves onsite repair or replacement of the television payable by the insurer before you cancel your policy, you will not receive any refund of premium.

If **you** pay the premium for **your policy** 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 policy** that involves onsite repair or replacement of the **Television** payable by the **insurer**, **you** will need to pay the remaining premiums up to the renewal date before **you** cancel **your policy**.

The **administrator** or the **insurer** may cancel **your** policy for non-payment of premium, **your** failure to comply with the conditions of **your** policy, a fraudulent claim made by **you** or on **your** behalf or the use of fraudulent means to obtain any benefit under **your** policy 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 immediately 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** policy remaining in force.

WHAT IS INSURED

Breakdown of the television

occurring within your own home in the United Kingdom and during the **policy period.**

We will pay up to £500 for any one **television** for any one claim and in total per annum for claims after deduction of the applicable **excess.**

For any television which is 4 years old or more at the date of the claim and is beyond economical repair, the maximum amount payable under the policy will be:

TVs 4 years old or older at the date of claim: £375 (*less the applicable excess*)

TVs 5 years old or older at the date of claim: £250 (*less the applicable excess*)

The remote control may be replaced with a generic or compatible version if the original is not available.

- WHAT IS NOT INSURED
- 1. Any damage to or malfunctioning of the **television** or failure of the **television** to function normally caused by
- a) accidental damage
- b) rust or corrosion, mildew, fungus or faulty or defective design, materials or workmanship; or
- c) problems in the supply of electricity to **you.**
- Breakdown occurring during the initial exclusion period which is 30 days.
- CRT (cathode ray tube) televisions and rear projection televisions.
- Breakdown of a television that has had a previous owner.
- Damage to the television or breakdown of the television caused by flood, escape of water, fire or explosion.

- 6. Loss or theft of the **television** or remote control.
- Any malfunctioning of the television or failure of the television to function of which you were aware or of which you could reasonably have been expected to be aware at the start date.
- 8. The replacement of any component which is intended to be replaceable, such as fuses, batteries and bulbs.
- 9. Damage to the **television** caused by software interface problems or the malfunctioning of any software downloaded to the **television**.
- 10. Use of the **television** in a business, trade or professional environment.
- 11. The repair or rectification of cosmetic damage, such as discolouration, staining, chipping, dents, scratches, rust or corrosion, which does not prevent the **television** from functioning.
- 12. 3D spectacles for the use of watching a 3D **television**.
- 13. Damage to the **television** 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.
- 14. Damage to property or other equipment or products, such as DVD players and recorders, caused by the television.
- 15. Breakdown caused by:
 - 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 **television**;
 - c) your failure to follow the operating instructions for the television;

- accessories unless such accessories are specifically designated by the manufacturer of the television as suitable for use with the television;
- e) modifications to the television 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;
- 16. Breakdown to the television that occurs outside your own home.
- 17. Any costs for the repair, rectification or replacement of the **television** that
 - are covered under the manufacturer's warranty or the television supplier's warranty;
 - relate to any defect or fault in respect of which the manufacturer has issued a recall notice;
- 18. Any costs for the repair, rectification or replacement of any plasma television if the television fails to function normally as a result of pixel loss or any other pixel related fault that is within the manufacturer's specification.
- 19. Call-out costs if no fault is found with your television, 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.
- 20. Any compensation for loss of signal or any additional costs or expenditure incurred by **you** on account of **breakdown** of the **television**.
- 21. Setup, installation or programming of a replacement or original television.
- 22. Any amount recoverable from any other party, under the terms of any

contract, guarantee, warranty or insurance.

- 23. Any damage to or malfunctioning of or **breakdown** of the **television** or failure of the **television** 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.
- 24. Confiscation, requisition, seizure or destruction of the **television** by order of the Government or any Public Authority.
- 25. Any amount in excess of £500 for any one **television.**
- 26. The applicable **excess** for each and every claim made within the **initial policy period**. This does not apply to remote controls.
- 27. Any **television** other than the one registered at the start of the policy or a replacement provided by us.
- 28. Replacement of the **television** in the event only the remote control is faulty and cannot be replaced.



GENERAL CONDITIONS

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

- Transfer of insurance You cannot transfer your policy to any other person without the insurer's prior consent.
- 3. Fraud

If **you** make any fraudulent claim or use fraudulent means to obtain any benefit under **your policy**, 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.

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

5. 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.

6. 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 **television** 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 television** over the telephone. Please have the proof of purchase available.

2. Where a claim is made in the **initial policy period** and the **administrator** decides that an inspection of the

television is required to determine the nature of the fault and validate the claim, they will ask you for payment of any applicable excess by debit or credit card and make the necessary arrangements with you for the television to be inspected. The excess will be retained by the administrator to be deducted from any settlement for a valid claim.

- 3. 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 policy, in order that an onsite visit by an engineer, (approved by the administrator on behalf of the insurers) 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 television for resolution of the problem.
- 4. The engineer will carry out repairs to the television where possible. If, however, the spare parts necessary to repair the television cannot be readily obtained or the cost of repairing the television is more than the cost of replacing the television, the television will be replaced, subject to a maximum replacement value of £500 for any one television.
- The replacement television may be a graded, fully refurbished product or new of similar specification (without further cost to you) and cannot be guaranteed to be the same make, model or colour as the television being

replaced but will at least provide similar picture / screen quality, subject to a maximum replacement value of £500 for any one television. It may not have the same number of HDMI/USB ports or include special / discontinued features or technology such as SCART ports, curved screen, 3D, slim profile, or have the same bezel / stand, and we cannot guarantee that the in-built speakers for example will be of the exact same wattage as previously.

- 6. Where a policy is paid in instalments and there is a claim within the first year of the policy (i.e. excluding renewals) or the **television** is replaced, then the remaining premium will be payable prior to repairing or replacing the item or making any cash settlement.
- 7. You will be responsible for the disposal of the **television** if **you** retain possession of it after a replacement has been supplied.
- If you have other insurances that include cover for your television 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:

1) for administration of this **policy** including, but not limited to, underwriting, administration and claims handling;

2) to communicate with **you** in connection with this **policy**;

- 3) for internal analysis and research;
- 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 your 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:

Insurer

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



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: admin@cover-4-less.com

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 <u>www.fscs.org.uk</u> 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 VL 15.6 020 8589 0095