

TV Protection Insurance



Cover-4-Less

--- Premium Cover | Premium Service ---

0345 388 0488

www.cover-4-less.com

Full Policy Terms and Conditions

INTRODUCTION

TV Protection Insurance is underwritten by Bastion 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 mail 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 0345 388 0488 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, Unit 3 Chapel Court, 126 Church Road, Hayes, UB3 2LW

Tel: 0345 388 0488

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: Unit 3 Chapel Court, 126 Church Road, Hayes, UB3 2LW

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

The first £100 of each and every claim for breakdown made within the **initial**

policy period. The first £200 of each and every claim for accidental damage made within the **initial policy period.** 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 periods

A period of 30 days from the date **you** first registered the television during which **breakdown** and **accidental damage** 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

The **insurer** of this product is Bastion Insurance Company Limited, Development House, St Anne Street, Floriana, Malta, FRN 9010. Bastion Insurance Company Limited is authorised and regulated by the MFSA - Malta Financial Services Authority under authorisation number C 37545 and **you** can check this by visiting the MFSA website at www.mfsa.com.mt. As an insurance company authorised within the European Union, Bastion Insurance Company Limited is permitted to conduct business in the United Kingdom under Financial Conduct Authority (FCA) reference 446703. **You** can check this by visiting the UK Financial Services Register on the FCA website at www.fca.org.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.

Schedule

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**.

Television

The registered LCD, LED, OLED, Plasma, or 4K Ultra HD TV **television** (and its remote control) and associated cabling and accessories specified in the **schedule**.

We

The **insurer** and / or the **administrator** acting on behalf of the insurer.

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 policy** at any time.

To cancel **your policy** **you** need to contact the **administrator**:

Cover 4 Less

Unit 3 Chapel Court

126 Church Road

Hayes UB3 2LW

Tel: 0345 388 0488

Email: admin@cover-4-less.com

You will receive:

1. a full refund of the premium **you** have paid if **you** cancel **your policy** within fourteen (14) days of receiving **your policy** 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 **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

1. Accidental Damage

Accidental damage to the television occurring within your own home in the United Kingdom and during the **policy period**.

2. Breakdown

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

We will pay up to £750 for any one **television** for any one claim and in total per annum for claims after deduction of the applicable **excess**. For any **television** that was nine (9) years old or older, from the date the **television** was purchased as new, at the start date of the **initial policy period** and cannot be repaired, the maximum amount payable shall be £350 or the replacement value,

whichever the lesser after deduction of 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) rust or corrosion, mildew, fungus or faulty or defective design, materials or workmanship; or
 - b) problems in the supply of electricity to **you**.
2. **Accidental Damage** or **breakdown** occurring during the **initial exclusion period** which is 30 days for **breakdown** and **accidental damage**.
3. CRT (cathode ray tube) **televisions** and rear projection **televisions**.
4. **Accidental Damage** to or **breakdown** of a **television** that has had a previous owner.
5. 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.
7. 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. **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 **television**;

- c) **your** failure to follow the operating instructions for the **television**;
 - d) 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. **Accidental Damage** or **breakdown** to the **television** that occurs in transit or outside **your own home**.
17. Any costs for the repair, rectification or replacement of the **television** that
- a) are covered under the manufacturer's warranty or the **television** supplier's warranty;
 - b) 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 **accidental damage** to or **breakdown** of the **television**.
21. Any amount recoverable from any other party, under the terms of any contract, guarantee, warranty or insurance.
22. 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.
23. Confiscation, requisition, seizure or destruction of the **television** by order of the Government or any Public Authority.
24. Any amount in excess of £750 for any one **television**.
25. The applicable **excess** for each and every claim made within the **initial policy period**. This does not apply to remote controls.
26. Any **television** other than the one registered at the start of the policy.

27. Replacement of the **television** in the event only the remote control is faulty and cannot be replaced.

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 **accidental damage** or **breakdown** and to install and use the **television** in accordance with the manufacturer's instructions.

2. Transfer of insurance

You cannot transfer **your** policy to any other person without the **insurer's** prior 1. consent.

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.

3. Changes to policy terms and 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**.

4. 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.

5. 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 AND CLAIMS PROCEDINGS

If the **television** fails to work normally, please call the helpline 0345 388 0488 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 £750 for any one **television**.
5. The replacement **television** 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 **television** being replaced but will at least provide the same functionality, subject to a maximum replacement value of £750 for any one **television**.
6. Where a policy is paid in instalments and there is a claim which exceeds £250 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.
8. For the avoidance of doubt **your policy** will cease in the event your **television** is replaced as a result of a claim or if a cash settlement is made.
9. If **you** have other insurances for **your** property we reserve the right to contact the insurers of such other insurance for a contribution.

DATA PROTECTION

Data Transfer Consent

By purchasing this insurance policy **you** have consented to the use of this data as described below.

Data Protection Policy

We are committed to protecting **your** privacy including personal information. Please read this section carefully as acceptance of this policy will be regarded as having read and accepted these terms and conditions.

How we use and protect your information and who we share it with

We will use **your** information to manage **your** policy, including underwriting and claims handling. This may include disclosing it to other insurers, repair and replacement companies, administrators, third party underwriters and reinsurers.

Your information comprises of all the details **we** hold about **you** and **your** transactions and includes information obtained from third parties.

We do not disclose information to any other party except:

- Where **we** have **your** permission.
- Where **we** are required or permitted to do so by law.
- To credit reference and fraud prevention agencies.
- Other companies that provide a service to us and **you**.
- Where **we** transfer rights and obligations under this agreement.

We may transfer **your** information to other countries and jurisdiction on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities and detect crime and comply with legal obligations.

Your Rights

Under the Data Protection Act 1998 **you** have certain rights to access **your** information. **You** have the right to see a copy of the personal information we hold about **you**. If **you** believe that any of the information we are holding about **you** is incorrect or incomplete, please let us know as soon as possible. To provide a copy of the information we are holding we may ask **you** for a small fee.

Marketing

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**.

COMPLAINTS PROCEDURES

If at any time **you** have a query or complaint regarding the way the policy was sold, the service **you** received or any matter relating to a claim, **you** should refer to the intermediary who sold **you** the policy – the **administrator**:

Cover 4 Less
Unit 3 Chapel Court
126 Church Road
Hayes, UB3 2LW
Tel: 0345 388 0488
Email: admin@cover-4-less.com

We will contact **you** within five days of receiving **your** complaint to inform **you** of what action **we** are taking. **We** will try and resolve the problem and give **you** an answer within four weeks.

Alternatively **you** may take **your** complaint to the Financial Ombudsman Service at any time.

Further information can be found at:
<http://www.financial-ombudsman.org.uk/default.htm>

Financial Ombudsman Service
Exchange Tower
London E14 9SR
By telephone: 0800 023 4567 or
0300 123 9 123
or email:
complaint.info@financialombudsman.org.uk

This complaints procedure does not affect any legal rights **you** have to take action against us.

RECORDING OF TELEPHONE CONVERSATIONS

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.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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

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

--- Premium Cover | Premium Service ---

Cover-4-Less

Unit 3 Chapel Court, 126 Church Road, Hayes, UB3 2LW

0345 388 0488

VL T14.4