

# Policy Handbook

**Satellite Equipment** 

Breakdown and Accidental Damage Insurance
What You Need to Know

August 2018



#### If you need to make a claim on your policy, in the first instance please call 0330 0586 040

## **Policy Summary**

Satellite Equipment Breakdown and Accidental Damage Insurance. Underwritten by AXA France IARD SA. This policy summary does not contain full details and conditions of your insurance – these are located in your policy wording.

Where headings are shown in *blue italics* in this policy summary, full details can be found in your policy wording using the same headings. To help you locate these within the policy wording, please refer to the contents section.

#### **Type of Insurance and Cover**

Breakdown and Accidental Damage insurance for satellite equipment.

This insurance policy is designed to pay for the repair cost or at our option, the replacement cost incurred as a result of breakdown or accidental damage as defined in this policy, which occurs to the satellite equipment or components and original accessories supplied with the satellite equipment and stated on the policy schedule during the period of insurance.

This insurance does not pay for the repair cost or replacement cost of components or satellite equipment which were faulty or had suffered breakdown or accidental damage prior to the commencement date of this cover.

You are insured up to the single claim limit in respect of each claim per event and the total claim limit as a total for all claims, as stated on your policy schedule.

We reserve the right to use refurbished satellite equipment.

Satellite equipment will only be covered for accidental damage under this policy until any manufacturer's guarantee expires at which time it will then also be covered for breakdown.

If your satellite equipment is replaced, cover will continue until the expiry date. See *When Cover Ends* section.

#### **Eligibility**

You are eligible for this insurance, provided you are a UK resident, and your satellite equipment:

- Was originally provided as part of a Sky contract.
- Was manufactured in the UK, imported by the manufacturer, or its authorised importer into the UK.
- Is a new or reconditioned satellite equipment that had a valid manufacturer's guarantee on purchase from Sky.
- Is not a new satellite equipment sold without a manufacturer guarantee.
- Is a satellite equipment purchased by you from Sky, as new or reconditioned, in the UK from a retailer with a proof of purchase in your name or in the name of a family member living at the same residence, if you do not have proof of purchase you must provide us with suitable alternate proof of ownership.

#### **Significant Features and Benefits**

#### Breakdown Cover - What is Covered

This insurance provides cover for the reasonable repair costs or, at our option, the replacement costs incurred as a result of breakdown of mechanical, electrical or electronic components during the period of insurance. Please refer to your policy schedule for confirmation of the cover you have been supplied with or have purchased.

Eligible satellite equipment may be substituted on the policy subject to the terms and conditions of the policy and our approval.

#### Accidental Damage Cover - What is Covered

This insurance provides cover for the reasonable repair costs or, at our option, the reasonable replacement costs incurred as a result of accidental damage occurring to the satellite equipment as stated on your policy schedule during the period of insurance.

#### **Significant or Unusual Exclusions or Limitations**

#### General Exclusions Applying to all Sections of Cover

There is a single claim limit and a total claim limit. Please refer to your policy schedule for the limits that apply to your policy. Please see the *Claims Conditions and how to Make a Claim* section for details of how claims are settled.

We shall not be liable in respect of:

- Repairs necessary due to an inherent manufacturing or design fault in the satellite equipment causing a general manufacturers recall.
- Any unauthorised modification of the satellite equipment including (without limitation) any upgrade not authorised by the person who supplied it to you, or the addition of any accessories not approved by the supplier.
- Any costs incurred where no fault is found with your satellite equipment.
- Use of the satellite equipment in a non-domestic or a commercial environment.
- Where any damage to the satellite equipment has been caused by theft or attempted theft.
- · Damage caused by fire or explosion.
- Liquid damage caused by spillages, damp conditions, weather conditions or leaking batteries.
- Damage caused by foreign bodies inside the receiver box.
- Any problem directly or indirectly caused by loss of power, building works, or an attempt by a party other than ourselves to modify or repair the satellite equipment.
- Cosmetic damage such as to paintwork, dents, scratches, chipping, staining, rust or corrosion to the satellite equipment.
- Replacement of any item that is intended to be replaceable such as fuses and batteries, any damage to interactive or viewing cards (please refer directly to your supplier).
- Damage to components of integrated digital televisions.
- Damage to any part of the satellite equipment that is not wholly owned by you, such as a communal dish or distribution system.
- Replacement or adjustment to external casings and fittings, memory cards or other stored media, and damage to or loss of programmes saved to a hard drive of any satellite equipment.
- Any excess shown on your policy schedule.
- Any repair, replacement, loss, damage or liability which may be claimed on a more specific insurance.
- The repair costs or replacement costs of components which were faulty or had suffered breakdown prior to commencement of the policy.
- Any reduced performance or efficiency of the satellite equipment, other than through electrical or mechanical breakdown.
- Any costs incurred as a result of the loss of use of the satellite equipment.
- Faulty software or programming.

- Any satellite equipment not purchased in the UK with a proof
  of purchase in your name or in the name of a family member
  living at the same residence, if you do not have a proof of
  purchase you must provide us with suitable alternate proof of
  ownership.
- Damage caused by electrical power surge or fluctuation.
- Any breakdown or accidental damage of peripherals.
- Failure of your satellite equipment to receive a signal caused by any obstruction including but not limited to trees, buildings, radio masts and other objects.
- Any network charge for unauthorised data download.
- · Malicious damage.
- VAT where you are VAT registered.
- Any damage caused by computer virus.

#### Specific Exclusions Applying to Breakdown Cover

We shall not be liable in respect of:

 The cost of any repair that is covered by the manufacturers warranty or guarantee.

#### Specific Exclusions Applying to Accidental Damage Cover

We shall not be liable in respect of:

- Wear and tear.
- Any other gradual deterioration of the satellite equipment associated with age.
- · Wilful or deliberate acts.
- Defective workmanship.

#### **Duration**

This policy runs from the commencement date as shown in your policy schedule, until cover ends as described in your policy document under the *When Cover Ends* section.

### **Cancelling Your Policy**

You are free to cancel this policy at any anytime. For more information regarding cancellation including your statutory rights please refer to the section headed *Cancelling Your Policy* in this policy wording.

#### **How to Claim**

Before any work is undertaken, you are required to contact the claims office so that the claims procedure can be fully explained to you. To make a claim, please telephone the claims office on telephone number 0330 0586 040.

#### **Making a Complaint**

Any complaint you may have should in the first instance be addressed to Global Insurance Management Limited customer services or the claims office, as applicable.

If you have received a final written response to your complaint and it is still not resolved, you can approach The Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect your right to take legal action.

Full details of addresses and contact numbers can be found in the Making a Complaint section of the policy wording.

#### **Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

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#### If you need to make a claim on your policy, in the first instance please call 0330 0586 040

## **Understanding Your Policy**

This policy is underwritten by AXA France IARD SA registered in the Nanterre (France) Trade and Companies Register under number 722 057 460, having their registered office at 313 Terrasses de l'Arche, 92727 Nanterre, France and regulated by the ACPR (Autorite de Controle Prudentiel et de Resolution), 61 Rue Taitbout, 75436 Paris Cedex 09, France.

Please refer to your policy schedule for confirmation of the cover you have been supplied with or purchased.

Please read this policy carefully and make sure you understand and fully comply with its terms and conditions, failure to do so may jeopardise the payment of any claim, which might arise and could lead to the policy becoming void. Please ensure you keep this policy in a safe place so you can read it again if you need to.

Your attention is drawn to the complaints procedure in the section entitled Making a Complaint.

#### The Policy

Your policy is evidence of your contract of insurance with us. You should read it carefully and keep it in a safe place.

In return for having accepted your premium we will in the event of breakdown, or accidental damage occurring to the satellite equipment within the period of insurance, provide insurance as described in the following pages and referred to in your policy schedule. The policy contains details of the insurance cover you have been supplied with, what is excluded from cover and the conditions of this insurance.

The policy should be read in conjunction with the policy schedule. Please refer to the General Conditions section.

#### **The Policy Schedule**

This must be kept with the policy, and contains your details, details of the satellite equipment, details of the cover provided to you under this policy and the period of insurance. Please check that the information contained in the policy schedule is correct and that it meets your requirements. If it does not, please contact the administrator or the agent who arranged this insurance for you.

#### The Law Applicable to This Policy

You and we are free to choose the laws applicable to the policy. We propose to apply the laws of England and Wales and by purchasing this policy you have agreed to do this.

## **Definitions**

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy and will appear in bold.

 Accidental damage means any unforeseen and unintentional physical damage to your satellite equipment, or loss of function to your satellite equipment necessitating repair or replacement before its normal operation can be resumed. Please refer to the General Exclusions Applying to All Sections of Cover and the Accidental Damage Cover - What is Not Covered sections for exclusions.

- Administrator means means SatInsure, whose address is Ultralase House, The Avenue, Cliftonville, Northampton, NN1 5BT. Administrator telephone number: 0330 0586 040.
- 3. **Breakdown** means the sudden and unforeseen failure of any mechanical, electrical or electronic parts, which form part of the satellite equipment's original specification, causing sudden stoppage of its function, necessitating repair or replacement before its normal operation can be resumed.
- 4. **Claims office** means SatInsure, whose address is Ultralase House, The Avenue, Cliftonville, Northampton, NN1 5BT. Claims Office telephone number: 0330 0586 040.
- 5. **Commencement date** means the date on which your insurance starts as shown in the policy schedule.
- 6. **Component** means any mechanical, electrical or electronic part, which form part of the satellite equipment's original specification, insured under this policy.
- 7. **Computer virus** is a self replicating programme that spreads by inserting copies of itself into other executable codes or documents, which is loaded onto your satellite equipment without your knowledge and runs against your wishes.
- 8. **Excess** means the amount you are required to pay as the first part of each and every claim paid as stated on your policy schedule.
- 9. **Premium** means the premium shown on your policy schedule that you pay to have this insurance.
- 10.**Period of insurance** means the duration that this policy runs from the commencement date as shown in your schedule until cover ends as described in your policy document under the When Cover Ends section.
- 11. Peripherals means any item that is not an integral part of the original satellite equipment or the original accessories stated on the policy schedule including but not limited to carrying cases, battery chargers, ear buds (mono or stereo, or holster belt clips) and items that can be plugged into or used by wireless connection to the satellite equipment.
- 12.Repair cost means the cost of both repair materials and labour (including VAT where appropriate) needed to repair the accidental damage or breakdown.
- 13. **Repairer** means any full time business providing a satellite equipment repair service authorised by us.
- 14. Replacement cost means the cost of replacement of a satellite equipment or replacement components of similar make, age and quality as the satellite equipment or components that had suffered accidental damage or breakdown including the labour cost of fitting any new component in line with the manufacturer list prices.
- 15.Satellite equipment means the electronic device and the original accessories as stated on your policy schedule, and is one of the following; minidish, LNB, any satellite box supplied under contract by Sky. Please refer to the Electrical or Mechanical Breakdown Cover What is Covered section for the list of covered components.
- 16.Single claim limit is the maximum amount that can be claimed per event or any one instance of breakdown or accidental damage and is stated in the policy schedule.
- 17.**Total claim limit** means the maximum amount that can be claimed during the period of insurance. The total claim limit will be reduced by the amount of any valid claim(s) during the period

of insurance. Please refer to your policy schedule for further details.

- 18. Wear and tear means the gradual deterioration associated with normal use and age of the satellite equipment and it's components and any reduction in performance, efficiency or operation of the satellite equipment other than through electrical or mechanical breakdown.
- 19. We/Us/Our means AXA France IARD SA registered in the Nanterre (France) Trade and Companies Register under number 722 057 460, having their registered office at 313 Terrasses de l'Arche, 92727 Nanterre, France and regulated by the ACPR (Autorite de Controle Prudentiel et de Resolution), 61 Rue Taitbout, 75436 Paris Cedex 09, France.
- 20.You/Your means the policyholder named in the policy schedule.

#### What is Covered

#### **Breakdown Cover**

If a **component** of the **satellite equipment** stated on the schedule should suffer a **breakdown** during the **period of insurance**, then **we** will pay for the **repair costs** or **replacement costs** of the **components** or, if this is not economical at **our** option **we** will arrange for the **satellite equipment** to be replaced.

This includes but not limited to the following:

- · Minidish All components contained within.
- Receivers All components contained within.
- Remote Controls All components contained within.
- LNB All components contained within.
- Switches.
- Cables and Mounts.
- Dish Heaters.

Any claim is subject to the single claim limit and total claim limit.

Please refer to **your** policy schedule for confirmation of the cover **you** have been supplied with or have purchased.

#### **Accidental Damage Cover**

This insurance provides cover for the reasonable **repair costs** or, at **our** option, the reasonable **replacement costs** incurred as a result of **accidental damage** to the **satellite equipment** during the **period of insurance**.

Any claim is subject to the single claim limit and total claim limit.

Please refer to **your** policy schedule for confirmation of the cover **you** have been supplied with or have purchased.

## **What is Not Covered**

We shall not be liable in respect of:

- The cost of any repair that is covered by the manufacturers warranty or guarantee.
- Breakdown as a result of an inherent manufacturing or design fault in the satellite equipment causing a general manufacturers recall.
- · Wear and tear.
- Any other gradual deterioration of the satellite equipment associated with age.
- Wilful or deliberate acts.
- Defective workmanship.

## **General Exclusions Applying to All Sections of Cover**

We shall not be liable in respect of:

 Repairs necessary due to an inherent manufacturing or design fault in the satellite equipment causing a general manufacturers recall.

- Any unauthorised modification of the **satellite equipment** including (without limitation) any upgrade not authorised by the person who supplied it to **you**, or the addition of any accessories not approved by the supplier.
- Any costs incurred where no fault is found with your satellite equipment.
- Use of the satellite equipment in a non-domestic or a commercial environment.
- Failure of your satellite equipment to receive a signal caused by any obstruction including but not limited to trees, buildings, radio masts and other objects.
- Where any damage to the satellite equipment has been caused by theft or attempted theft.
- · Damage caused by fire or explosion.
- Liquid damage caused by spillages, damp conditions, weather conditions or leaking batteries.
- Damage caused by foreign bodies inside the receiver box.
- Any problem directly or indirectly caused by loss of power, building works, or an attempt by a party other than a repairer to modify or repair the satellite equipment.
- Cosmetic damage such as to paintwork, dents, scratches, chipping, staining, rust or corrosion to the satellite equipment.
- Replacement of any item that is intended to be replaceable such as fuses and batteries, any damage to interactive or viewing cards (please refer directly to your supplier).
- Damage to any part of the **satellite equipment** that is not wholly owned by **you**, such as a communal dish or distribution system.
- Replacement or adjustment to external casings and fittings, memory cards or other stored media, and damage to or loss of programmes saved to a hard drive of any satellite equipment.
- Any excess shown on your policy schedule.
- Any repair, replacement, loss, damage or liability which may be claimed on a more specific insurance.
- The repair costs or replacement costs of components which were faulty or had suffered breakdown prior to commencement of the policy.
- Any reduced performance or efficiency of the satellite equipment, other than through electrical or mechanical breakdown.
- Any costs incurred as a result of the loss of use of the satellite equipment.
- · Faulty software or programming.
- Any satellite equipment not purchased in the UK with a proof of purchase in your name or in the name of a family member living at the same residence, if you do not have a proof of purchase you must provide us with suitable alternate proof of ownership.
- Damage caused by electrical power surge or fluctuation.
- Any breakdown or accidental damage of peripherals.
- Any network charge for unauthorised data download.
- Malicious damage.
- VAT where you are VAT registered.
- You are not covered for any other costs that are indirectly caused by the event which led to your claim, unless specifically stated as covered in this policy.
- Any damage incurred either by or in the process of installing the **satellite equipment** and in addition, any associated charges levied by the network provider to **you** including but not limited to programming and installation costs.
- Any costs other than the repair or replacement of the satellite equipment; including but not limited to costs relating to re-creation of information held on any product, disc or memory device.
- Any costs relating to software, downloads including music and pictures or information stored on the satellite equipment.
- Any costs arising from depreciation in the value of the satellite equipment.

- Any loss or damage caused by negligence, abuse or misuse in respect of the satellite equipment including but not limited to:
  - a) failure to use the satellite equipment in accordance with the manufacturers' instructions and failure to follow maintenance recommendations:
  - b) the use of the **satellite equipment** and accessories in a manner not approved by the manufacturer or incorrect connections of signal leads or application of incorrect electrical supply.
- · Loss or damage caused by computer virus.
- The cost of maintenance, overhaul, modification or damage caused by maintenance, overhaul or modification.
- Any loss or damage directly or indirectly caused by or contributed to by or arising from pressures waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## When Cover Ends

Your cover will end on the earliest of the following:

- a) the seventh day after you fail to pay your premium when it becomes due
- b) the date we cancel your policy on receipt of your authority
- c) the date on which you cease to be a resident in the UK
- d) the date on which your satellite equipment ceases to be owned by you or a member of your family living at the same residence
- e) the expiry date detailed on your policy schedule.

## General Conditions Applying to All Sections

**You** must comply with the following conditions and instructions to have the full protection of **your** policy. If **you** do not comply with them **we** may, at **our** option:

- Cancel the policy.
- Refuse to deal with your claim.
- Reduce the amount of any claim payment.

**You** must take all reasonable steps to prevent loss or **accidental damage** or **breakdown** of the **satellite equipment**, including:

- keeping the satellite equipment in a proper state of maintenance and repair;
- using the satellite equipment in accordance with manufacturer's instructions and maintenance recommendations.

#### **Changes in Circumstances**

**You** must notify **us** as soon as possible, of any of the following changes to **your** circumstance as these may affect this insurance: change of address, change of use and change of ownership of the appliance. **We** will then advise **you** of any changes in terms.

#### **Additional Items Insured**

Additional **satellite equipment** may be added to the policy as long as the maximum number of **satellite equipment** which may be covered under **your** policy as shown on **your** policy schedule has not been exceeded. The additional **satellite equipment** must be eligible for cover under the policy.

Certain satellite equipment may be excluded from cover or incur an additional **premium**. The **administrator** will confirm if **your** new satellite equipment is eligible for cover and if the addition gives rise to any change in **premium**.

Please contact the **administrator** to add an additional **satellite equipment** to the policy.

The **administrator** may charge an additional fee to add on additional **satellite equipment(s)** to **your** policy.

**Breakdown** cover on the replacement **satellite equipment** will not commence until after the expiry of the manufacturers guarantee period on the new **satellite equipment**.

#### **Substitution of items**

The **satellite equipment** may be substituted if any existing **satellite equipment** is no longer eligible for cover or has been replaced under the terms of this policy or is no longer owned by **you**. The new **satellite equipment** being insured must be eligible for cover under this policy.

Certain satellite equipment may be excluded from cover or incur an additional **premium**. The **administrator** will confirm if **your** new satellite equipment is eligible for cover and if the substitution gives rise to any change in the **premium** due.

You may notify us of a wish to register substitute satellite equipment under your policy as the replacement satellite equipment may have a manufacturers warranty.

You may choose to have cover on the replacement satellite equipment but breakdown cover will not commence until after expiry of any manufacturers guarantee period of the replacement satellite equipment.

If you receive a replacement satellite equipment we are not responsible for disposing of the original satellite equipment or for any costs that this incurs. You are responsible for disposing of your original satellite equipment.

Please contact the **administrator** on 0330 0586 040 if **you** wish to substitute a **satellite equipment** to the policy.

The **administrator** may charge a fee to substitute **satellite equipment** on **your** policy.

Cover will commence on the new **satellite equipment** 30 days from **our** acceptance of **your** new **satellite equipment**.

#### Other Insurance

If you claim under this policy for repair or replacement of covered satellite equipment which is covered by another insurance policy, then we will only pay our share of the claim, even in the event that the other insurer refuses the claim.

#### Your Responsibilities

You must ensure that your satellite equipment does not contain any illegal content.

## Claims Conditions and How to Make a Claim

**You** must comply with the following conditions and instructions to have the full protection of the policy. If **you** do not comply with them **we** may, at **our** option;

- Cancel the policy.
- · Refuse to deal with your claim.
- Reduce the amount of any claim payment.

If accidental damage or breakdown occurs please help the claims office by reporting your claim according to the following procedure. All claims must be made as soon as reasonably possible. If you delay making your claim and this prejudices our ability to verify the claim, then other than in exceptional circumstances, your claim payment may be reduced or we may not pay your claim at all.

#### **Prevent further damage**

In the event of the operation of any warning light or warning message being displayed, the **breakdown** or **accidental damage**, **you** must not operate the **satellite equipment**.

#### **Contact the Claims Office**

Before any work is undertaken, **you** are required to contact the **claim office** so that the claims procedure can be fully explained to **you**.

The claim notification telephone number is 0330 0586 040

Opening times: Monday to Friday 8am-7pm. Saturday 9am-5pm

Calls are recorded and monitored

For claims authorisation you must confirm:

- Your policy number and satellite equipment details.
- The cause of accidental damage or breakdown if known.
- Provide a proof of purchase for the satellite equipment, if you do
  not have a proof of purchase you must provide us with suitable
  alternate proof of ownership.
- Notify any claim to the claims office either by telephone or at the address provided to you and submit a completed claim form to the claims office within 30 days or as soon as reasonably possible.
- Provide at your expense all details that we may require concerning the breakdown, or accidental damage.

#### **Cause of Breakdown Uncertain?**

If the cause of the **accidental damage** or **breakdown** is uncertain, investigation, exploratory or dismantling work may be necessary.

- If this reveals that the cause of the accidental damage or breakdown is covered by your policy and the claim is duly authorised then we will pay the reasonable repair cost or replacement cost.
- If work reveals that the cause of the accidental damage or breakdown is not covered, then you must pay the costs incurred.

Only **you** may give permission for investigation, exploratory or dismantling work and **you** do so in the knowledge that **you** will be responsible for the costs incurred, if the fault is not covered.

#### **Use of an Engineer**

At notification of any claim, or following receipt of the estimate, the **claims office** reserves the right to:

- instruct an independent engineer to inspect your satellite equipment before authorising any claim; or
- inspect any components which have been removed, together with any original documentation, within one calendar month after any repair or replacement has been authorised or carried out.

When this right is exercised **we** shall have no liability for any loss to you arising from any possible delay. Any decision on liability will be withheld until this report is received. **We** will make every effort to keep any delays to a minimum.

#### Salvage

**We** shall be entitled to take and keep possession of any damaged and replaced **components** and/or the **satellite equipment** and to deal with the salvage in a reasonable manner. No property may be abandoned to **us**.

## How We Will Repair or Replace Your Satellite Equipment

In the event a claim is made under this policy the amount **we** will pay will be calculated by the following methods:

- a. When replacement parts are not available from the manufacturers or their agents **our** liability shall be limited to the cost of an equivalent repair to a similar **satellite equipment** of current manufacture.
- b. Where the **satellite equipment** is in **our** opinion beyond repair and it is not possible to replace it with a **satellite equipment**

of equivalent age and specification we will pay for a similar replacement **satellite equipment** with the nearest equivalent specification or better.

#### If your claims limits are not adequate

In the event that **your single claim limit** is not adequate, then **we** at **our** option, may make a settlement to **you** up to the **single claim limit**. **We** may with **your** agreement, provide a replacement of a lower value if this better suits **your** needs. **We** reserve the right to use refurbished **satellite equipment**.

#### **Payment of Repairs**

#### a) Authorised repairs

In most circumstances there will be no need for **you** to pay the **repairer**, as **we** will pay them directly up to the authorised **repair cost** or **replacement cost**.

If we are paying the **repairer** direct they must send the **claims office** an itemised repair invoice stating the claim authority number. They will be reimbursed up to the authorised **repair cost** or **replacement cost**. **You** will be liable for any costs incurred in **excess** of, or outside of, the liability of this insurance.

Occasionally a **repairer** will ask for payment directly from **you**. Where **you** have paid the **repairer**, and **we** have authorised **your** claim in advance, **we** will reimburse **you** up to the authorised **repair cost** or **replacement cost** if **you** send the **claims office** the receipted and itemised invoice.

#### b) Unauthorised repair or replacement

Should **you** decide to give permission to the **repairer** to commence work, without obtaining an authorisation number from the **claims office**, **you** do so in the full knowledge that **we** reserve the right not to meet **your** claim because **you** have denied **us** our right under this policy to agree cover, inspect the **satellite equipment** and manage costs prior to its repair or replacement. **You** will have to pay the bill in full and submit to the **claims office** for consideration.

#### When your satellite equipment has been repaired

If **you** are aware, or believe, that the repair is not satisfactory advise the **claims office** as soon as it is reasonably possible to do so.

#### **Fraud**

**You** must not act in a fraudulent manner. If **you** or anyone acting for **you**:

- makes a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect or
- makes a statement in support of a claim knowing the statement to be false in any respect or
- submits a document in support of a claim knowing the document to be forged or false in any respect or
- makes a claim in respect of any loss or damage caused by your wilful act or with your collusion

#### Then **we**:

- · will not pay the claim
- will not pay any other claim which has been or will be made under the policy
- will declare the policy void
- will be entitled to recover from you the amount of any claim already paid under the policy
- · will not make any return of premium
- may inform the police of the circumstances

#### **Transfer of Rights**

**We** may at our sole option take any steps in **your** name against any person to recover any money **we** pay in settlement of **your** claim. **You** must give **us** all assistance necessary.

## **Cancelling Your Policy**

#### **Statutory Cancellation Rights**

If **you** received this policy free of charge **you** may cancel this policy at any time. **You** must tell **us** by writing to:

Sat Insure, 71 The Avenue, Cliftonville, Northampton, NN1 5BT

Telephone: 0330 0586 040

Calls are recorded and monitored.

Opening times: Monday to Friday 8am-7pm. Saturday 9am-5pm

Email: enquiries@satinsure.com

If you have paid a **premium** for the policy and you cancel within 30 days from receipt of the policy documents or the **commencement date**, whichever is later, we will make a full refund of **premium**.

**You** should contact the agent who sold **you** this insurance to arrange the **premium** refund.

The **agent** will refund **your premium** to **you** after authorisation from **us**. After receipt of **your** instructions no further claim payments will be made for any incident likely to result in a valid claim being made, whether notified to **us** or not at the time of **us** receiving **your** instructions. If **you** have made a claim for which we have provided a replacement **satellite equipment** there will be no refund of **premium**.

#### Cancellation outside the statutory period

**You** may cancel this policy at any time by providing prior written notice to:

Sat Insure, 71 The Avenue, Cliftonville, Northampton, NN1 5BT

Telephone: 0330 0586 040

Calls are recorded and monitored.

Opening times: Monday to Friday 8am-7pm. Saturday 9am-5pm

Email: enquiries@satinsure.com

If you pay for this policy monthly, and you cancel this policy after the first 30 days from receipt of the policy documents or the **commencement date**, whichever is later, your cover will continue until your next **premium** instalment is due. At this point your cover will end, and no **premium** refund will be given.

If you have paid the full annual premium and you cancel this policy after the first 30 days from receipt of the policy documents or the **commencement date**, whichever is later, and no claims have been made, you will be entitled to a pro rata refund for the complete unexpired months remaining of the **policy** after the deduction of the administration fee of £30 + VAT. If a claim has been made there will be no refund of **premium**.

**We** will calculate **your** refund from the date **we** receive notification from **you** of **your** instruction to cancel.

After receipt of **your** instructions no further claim payments will be made for any incident likely to result in a valid claim being made, whether notified to **us** or not at the time of **us** receiving **your** instructions.

**We** reserve the right to cancel this policy immediately in the event that **you** or anyone acting for **you** have acted in a fraudulent manner. Please see the fraud condition in the Claims Conditions and How to Make a Claim section for full details of the action **we** may take.

If you have paid the full annual premium for this policy, we reserve the right to cancel the policy by providing 90 days prior written notice by registered post to your last known address. If we cancel your policy we will retain an amount of premium for

the number of expired months cover and refund the balance calculated on the complete unexpired months to **you**, at **your** last known address.

#### **Non-payment of Premiums Paid Monthly**

**We** reserve the right to cancel this policy on written notice by registered post. In the event **your premium** has remained unpaid for a period of 7 days after it is due.

#### **Transfer of Your Policy**

In the event of **your** death, the remaining benefit of this policy may be transferred to **your** spouse or partner if they become the owner of the satellite equipment insured under this policy. Proof in the form of a death certificate will be required before any remaining benefit will be transferred. Under no other circumstances can this policy be transferred to another person.

## **Making A Complaint**

We aim to provide the highest standard of service to every customer. If our service does not meet your expectations, we want to hear about it so we can try to put things right. All complaints we receive are taken seriously. The following will help us understand your concerns and give you a fair response.

#### **Making Your Complaint**

If you have a complaint, please contact:

Global Insurance Management, 7th Floor, Eaton House, 1 Eaton Road, Coventry, CV1 2FJ.

Tel: 024 7652 7810

Calls are recorded and monitored.

Opening times: Monday to Friday 9am to 5pm

Email: claims@globalim.co.uk

When **you** make contact please provide the following information:

- Your name, address and postcode, telephone number and e-mail address (if you have one)
- Your policy and/or claim number, and the type of policy you hold
- The reason for your complaint

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

#### **Beyond AXA**

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. **You** have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

If we cannot resolve your complaint you may refer it to the Financial Ombudsman Service at the address given below.

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Tel: 0300 123 9123 or 0800 023 4567

Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

#### **Our Promise To You**

#### We will:

- · Acknowledge all complaints promptly.
- · Investigate quickly and thoroughly.
- Keep you informed of progress.
- Do everything possible to resolve your complaint.
- Use the information from complaints to continuously improve our service.

Telephone calls may be recorded or monitored. Call costs may vary depending on **your** service provider.

#### **General Data Protection Regulation**

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, claims handling, complaints handling sanction checking and fraud prevention, subject to the provisions of applicable data protection law.

**We** collect and process **your** details as necessary for performance of **our** contract with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- use of sensitive information, in order to provide the services described in this policy, by using our services, you consent to us using such information for these purposes;
- disclosure of information about you and your insurance cover to companies within the AXA Group of companies, to our service providers and agents in order to administer and service your insurance cover, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- technical studies to analyse claims and premiums, adapt pricing, support subscription process and consolidate financial reporting (incl. regulatory) detailed analysis on claims/calls to better monitor providers and operations; analyses of customer satisfaction and construction of customer segments to better adapt products to market needs;

 sending you feedback requests or surveys relating to our services, and other customer care communications.

**We** carry out these activities within the UK and the European Economic Area as well as outside of the European Ecomonic Area. The data protection laws and the agreements **we** have entered into with the receiving parties in relation to the processing of data outside of the European Ecomonic Area provide a similar level of protection to the laws and agreements **we** have entered into with the European Ecomonic Area.

By being provided with or purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** data privacy notice (see below).

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). Marketing activities may include matching your data with information from public sources, for example government records, in order to send you relevant communications. You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data. Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

If **you** want to know what information is held about **you** by Global Insurance Management Limited, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer, Global Insurance Management Limited, Eaton House, 1 Eaton Road, Coventry, CV1 2FJ

Email: DPO@globalim.co.uk

Our full privacy notice is available at:

www.globalim.co.uk/privacy

Alternatively, a hard copy is available from **us** on request.