

## **DIGITAL SYSTEM INSURANCE**

# **POLICY DOCUMENT**

Equipment Breakdown Cover



#### Introduction

Welcome to Sat-Insure Insurance. This policy has different levels of cover:

- Skybox/DVR
- Television or
- Skybox/DVR & Television

The cover you have chosen will be shown on your Certificate of Equipment Insurance and will be referred to in this policy document as your covered items. If you wish to change the cover option you have selected, or have any queries about this insurance please contact Sat Insure on 0800 121 8611

This insurance provides cover for the repair or replacement of your covered items in the event of a break down or accidental damage.

This policy is underwritten by AmTrust Syndicates Ltd for and on behalf of certain underwriters at Lloyd's of London. Within this policy document, AmTrust Syndicates Ltd is referred to as we/ us/our. In return for your payment of the premium, we agree to insure you in accordance with the terms and conditions contained in the policy documentation provided to you.

#### The insurance documents

This policy wording includes important details about the cover provided and any exclusions that may apply. It should be read in conjunction with your other policy documentation including your Certificate of Equipment Insurance which will list the cover option chosen and list the Skybox/DVR and/or Television covered by the policy.

These documents are based on *your* responses or statements made when you applied for cover and make up the insurance contract between *you* and *us*. Please take the time to read *your* policy documentation. All insurance documentation and all communication with *you* about this policy will be in English.

#### Making a claim

To make a claim please call Sat-Insure on 0800 121 8611. More details about making a claim can be found in the section "Important Claims Information".

#### Cooling-off period

If you decide to cancel this policy before, or within 14 days of the Cover start date, as shown on your Certificate of Equipment Insurance, any premium you have paid will be refunded as long as you have not made a claim and do not intend to make a claim. Please refer to the section "Cancellation of the policy".

#### Understanding the policy

Certain words and phrases have the same meaning wherever they appear in this policy document. They are shown in *italic* and their meaning is explained in the "Definitions" section.

### Definitions

"Covered Items"

The Skybox/DVR or Television insured under this policy as chosen by you and named on your Certificate of Equipment Insurance.

#### "Skybox/DVR"

The satellite or digital recording equipment (including the items listed as additional equipment) as set out in your Certificate of Equipment Insurance.

#### "Television"

The plasma, LCD or LED television as named on your Certificate of Equipment Insurance which must be less than 5 years old at the date your cover starts with a screen size no greater than 70 inches in diameter.

#### "Certificate of Equipment Insurance"

The document issued with this policy which will identify the policyholder and specify the items that are covered.

#### "We/us/our"

AmTrust Syndicates Ltd for and on behalf of certain underwriters at Lloyd's of London - the insurer for this policy.

#### "You/your"

The person who purchased this policy and is named as the policyholder in the Certificate of Equipment Insurance.

#### The Insurer

This insurance is underwritten by AmTrust Syndicates Ltd for and on behalf of certain underwriters at Lloyd's of London. AmTrust Syndicates Limited is registered in England and Wales under company registration number 04434499. *Our* registered office is 47 Mark Lane, London EC3R 7QQ. We are also authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm reference number 226696).

You can visit the Financial Services Register, which is a register of all authorised financial services firms in the UK, at www.fca.org.uk/register.

#### The administrator

This insurance is administered by Sat-Insure Ltd. Sat-Insure Ltd will help you with any questions or deal with any claims you may have. Please contact them if any details in your Certificate of *Equipment Insurance* are incorrect and they will issue a revised document. You can contact them at Sat Insure Ltd, Ultralase House, The Avenue, Cliftonville, Northampton NN1 5BT. Phone: 0800 121 8611. Sat Insure Ltd is an Appointed Representative of Novo Insurance Services Ltd who are authorised and regulated by The Financial Conduct Authority whose registered number is 510480.

#### Eligibility for cover

To qualify for this insurance you must be a resident of the United Kingdom (formed of England, Scotland, Wales and Northern Ireland). Cover will not apply outside of the United Kingdom

#### Period of cover and premium payments

#### Start date

Cover becomes active 14 days after the date that the policy was taken out.

#### Period of cover

This policy will provide annual cover or monthly cover, as chosen by you and will be shown on your *Certificate of Equipment Insurance*. Monthly policies run for consecutive periods of one month from the start date and each monthly payment will buy cover for one month. Where you have chosen to pay by Direct Debit the monthly, quarterly or annual premium is payable in advance and will be collected by Sat-Insure Ltd.

We recommend that you review the policy from time to time to ensure it still meets your needs. Sat-Insure Ltd will contact you every twelve months to remind you to carry out such a review.

#### **Renewal invitation (Annual Policies)**

At the expiry of each 12 month period of cover we may, at our option, invite renewal of the policy for a further annual period. You will be contacted at least 21 days before the renewal date and we will inform you of any change to the premium required or any change to the cover.

#### Automatic renewal

If renewal is invited, for your convenience Sat-Insure Ltd will renew the policy automatically for you unless you tell them not to. Sat Insure will continue to collect your premiums monthly, quarterly or annually in the same way as before by Direct Debit or Credit Card/Debit Card. They will assume that the payment method and details you gave the previous year will still be the same. If you do not want Sat-Insure Ltd to renew your policy automatically, or if any payment details need to be updated, please contact Sat Insure on 0800 121 8611.

#### What is covered?

This policy covers your covered items for: (a) breakdown; and

(b) accidental damage which results in a breakdown.

If either of the above happens and the event is not covered by any current manufacturer's warranty, we will either arrange for a repair or if it is not possible, or it is uneconomical to repair, we will provide a replacement.

If we decide that your covered item cannot be repaired, or is uneconomical to repair, we will replace it with equipment of the same make and specification up to the same value. If we are unable to do this, we may provide an alternative of similar specification and quality up to the same value.

There is no limit to the number of claims you can make during any period of cover.

Following a successful claim, your policy will continue in respect of the repaired or replacement equipment.

#### What is not covered

This policy will not provide any cover for:

1. Breakdowns that are covered under any current manufacturer's warranty.

2. Any breakdown or damage which occurs within the first 14 days of taking this policy out or which was in existence before you took out this policy.

3. A recall of the covered *item* by the supplier or manufacturer for any reason, including a generic manufacturing defect.

4. Loss or interruption of service due to obstacles (such as a building development, or trees and foliage) in the way of the signal to your dish.

5. Routine maintenance, cleaning and servicing.

6. Malicious or intentional damage to the covered item(s) by you or any other person.

7. Theft of any covered item(s) or additional equipment.

8. Faults due to your satellite provider updating your system software.

9. Damage due to rust, corrosion, wear and tear or gradual deterioration, condensation, dust or any gradually developing defects, cracks, flaws or fractures, scratching, chipping, abrasion, change of colour, texture or finish.

10. The replacement of any item that is intended to be replaceable, such as fuses and batteries

11. Damage to or loss of programmes saved on any hard drive or the loss of any paid subscriptions.

12. Damage to any equipment that is not part of the covered *item(s)* but connected to it, such as a communal reception dish or distribution system, broadband or Wi-Fi equipment.

#### Cancellation of the policy

If you decide to cancel this policy before, or within 14 days of, the cover start date as shown on your Certificate of Equipment Insurance, any premium you paid will be refunded as long as you have not made a claim and do not intend to make a claim.

You may still cancel this policy at any time after the cover has started. If you purchased a monthly policy, no refund will be due because your policy is on a monthly rolling basis and you will have already received cover. For annual policies we will provide a pro-rata refund calculated according to the number of unexpired months remaining on your policy.

If you wish to cancel your policy, please contact Sat-Insure Ltd, Utralase House, The Avenue, Cliftonville, Northampton NN1 5BT. Phone: 0800 121 8611

#### Cancellation by us

We may cancel your policy at any time by sending 30 days' written notice to your last known address. We will provide a pro-rata refund calculated according to the number of unexpired months remaining on your policy.

We may cancel your policy due to the non-payment of premium, if you use threatening or abusive behaviour or language or we have reasonable suspicion of fraud. This is not an exhaustive list.

#### Important Claims information

In the event of a breakdown, please contact Sat-Insure on 0800 121 8611 as soon as possible. They will try and help you resolve the problem and will determine if a service call is required.

You must follow the instructions and advice given by Sat-Insure and any appointed engineer. This will help your claim run smoothly. We may be unable to help with your claim if you do not follow their instructions and advice.

#### Duty of care

You have a duty to take reasonable precautions to prevent the risk of accidental damage to, or the breakdown of, your covered item(s).

#### Keeping to the terms

We will only provide you with the cover described in this policy document if you comply with all its terms.

#### Fraud and misleading information

We take a robust approach to fraud prevention to help keep premiums low. We want to ensure that our customers do not have to pay for other people's dishonesty.

If any claim under this insurance is fraudulent or intended to mislead, or if any misleading or fraudulent means are used by you or anyone acting on your behalf to obtain benefit under this insurance, your right to any benefit will end, your policy will be cancelled and we may recover any claim payments or costs incurred from you. We may also inform the police.

#### General exclusion for war, terrorism and nuclear radiation risks

The policy does not pay claims arising directly or indirectly from war, terrorism or nuclear risk. For the purpose of this exclusion:

"War" means invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.

"*Terrorism*" means any act of any person or organisation involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

"Nuclear Risk" means damage or destruction caused by, contributed to or arising from: (a) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

#### Customer service and complaints

Our aim is to provide you with a high quality service at all times. However, we realise that there may be occasions when you feel you have not received the level of service that you expect. If this happens, please follow the complaints procedure set out below.

If you have any questions or concerns about your policy or the handling of a claim please contact:

The Managing Director Sat-Insure Ltd Ultralase House The Avenue Cliftonville Northampton NN1 5BT Phone: 0800 121 8611

Alternatively, if you have purchased your policy online, you can submit a complaint through the European Online Dispute Resolution (ODR) platform: http://ec.europa.eu/odr

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Complaints team at Lloyd's.

The address of the Complaints team at Lloyd's is:

Complaints Lloyd's One Lime Street London EC3M 7HA Tel No: 020 7327 5693 Fax No: 020 7327 5225 E-mail: complaints@lloyds.com Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk or contact 0800 023 4567 or 0300 123 9123 or write to The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Further details will be provided at the appropriate stage of the complaints process and this procedure does not affect your right to take legal action if necessary.

#### Complaints about the sale of the policy or the service provided by Sat-Insure Ltd

If you have a complaint about the sale of the policy, the information provided before you purchased the policy or the service provide by Sat-Insure Ltd, please contact the Managing Director of Sat-Insure Ltd. The contact details are shown above. If you are not satisfied with the way your complaint is handled you can refer the matter directly to the Financial Ombudsman Service without contacting Lloyd's. The contact details are shown above.

#### Our right to change the premium or terms

We will give you at least 60 days notice if we change the terms of your policy or the price of your insurance.

#### Legal, regulatory and other information

#### **Governing Law**

This policy and any dispute arising in relation to it, will be governed by the laws of England and Wales and subject to the jurisdiction of the courts of England.

#### **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we are unable to meet *our* obligations to *you* under this contract. Further information can be obtained from The Financial Services Compensation Scheme. Tel: 0800 678 1100 (freephone) or 020 77414100. Website: www.fscs.org.uk

#### Contracts (Rights of Third Parties) Act 1999

This insurance is a legally binding contract between you and us and does not give, or intend to give, rights to anyone else. Only you or us can enforce the terms of this contract.

#### Sanctions

We will not provide any benefit under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

#### Other Insurance

If you wish to make a claim under this policy but have already claimed, or intend to claim, for the same loss under another insurance policy, we will only pay our share of the claim.

#### **Privacy and Data Protection Notice**

AmTrust Syndicates Ltd (the Data Controller) are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which we process your personal data, for more information please visit our website at http://www.amtrustatlloyds.com. We may use the personal data we hold about you for the purposes of providing insurance, handling claims and any other related purposes, for offering renewal, research or statistical purposes and to provide you with information, products or services that you request from us or which we feel may interest you. We will also use your data to safe-guard against fraud and money laundering and to meet our general legal or regulatory obligations.

We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These include our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, solicitors/ barristers, accountants, regulatory authorities, and as may be required by law.

We may transfer your personal data to destinations outside the European Economic Area ("EEA"), and we will ensure that it is treated securely and in accordance with the Legislation. You have the right to ask us not to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

Your data will not be retained for longer than is necessary, and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements. If you have any questions concerning our use of your personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.



**Phone:** 0800 121 8611

## Website: www.satinsure.com

## **Our Address:**

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