

TELEVISION WARRANTY INSURANCE POLICY

DEFINITIONS

Accidental Damage means the cost of repair to or replacement of **your equipment** following physical damage as a result of a sudden and unforeseen cause which stops the **equipment** working.

Administrator, They, Them means Prominence Support Limited.

Agent means ES Risks Limited, America House, 2 America Square, London, EC3N 2LU.

Breakdown means the cost of repair to or replacement of **your equipment** following a mechanical or electrical fault which stops the **equipment** from working properly.

Certificate of Insurance means the document which is issued by **us** as evidence of cover and forms part of this policy.

Equipment means Your television set(s) as shown on Your Certificate of Insurance.

Excess means the amount of each claim for which You are responsible as follows:-

- Any claims within the first 45 days of the Policy start date will be subject to a £250 excess;

Period of Cover means the period during which this policy is in force as shown on **your certificate of insurance**.

Policy Limits means the maximum **you** can claim under this policy as detailed under the heading of Policy Limits below.

Premium means the monies **you** have paid to **your agent** for this policy as shown on **your certificate of insurance** which includes the **Insurer's** charge for the risk insured and their associated costs to which they are entitled and any sum due to **your agent** and retainable by them for facilitating the provision of cover to **you**.

Start Date means the date this policy commences as shown on **your certificate of insurance**.

We, us, our or **Insurer** means Bastion Insurance Company Limited, Floor 4 Development House, St Anne Street, Floriana FRN 9010, Malta.

You, Your, Policy Holder or **Insured** means the party set out on **your certificate of insurance** who is entitled to cover under this policy.

PERIOD OF COVER

Monthly Policies

One calendar month from the **start date** shown on **your certificate of insurance** and thereafter for each consecutive corresponding monthly period for a total period of 12 months.

Quarterly Policies

One quarter (3 calendar months) from the **start date** shown on **your certificate of insurance** and thereafter for each consecutive corresponding quarterly period for a total period of 12 months.

Annual Policies

12 month period from the **start date** shown on **your certificate of insurance**.

WHAT IS INSURED

You are covered under this policy for **breakdown** and **accidental damage** of **your equipment** during the **period of cover** subject to the **policy limits**.

In the first instance the **administrator** will try to resolve the issues **you** are having with **your equipment** through their helpline. If it is not possible to resolve the problems with **your equipment** over the telephone the **administrator**, on behalf of the **Insurer**, will send an engineer to **you** to repair **your equipment**.

In the event that Your Equipment cannot be repaired We, with the agreement of the Insurer upon acceptance of Your claim, will replace Your Equipment. If replacement of Your Equipment cannot be reasonably arranged You will be paid a contribution towards the cost of replacing Your Equipment for appliances of a similar size and specification up to the Policy Limit. This contribution will be in the form of vouchers for an appliance retailer chosen by Us and will be for the price We would have otherwise obtained directly from Our chosen supplier.

If **we** replace **your equipment** **you** will be responsible for disposing of **your original equipment** at **your own cost**.

POLICY LIMITS

You are able to make a claim under this policy for losses up to the value of £500 per claim inclusive of engineer costs.

WHAT IS NOT INSURED

The following are excluded from the cover provided under this policy:

- Repairs or replacements of **equipment** where such faults are still covered by the manufacturer's, supplier's or repairer's warranty;
- Where the **equipment** has been recalled by the manufacturer;
- Water damage to TV
- Repairs for faults relating to a reduction in image retention on LCD, plasma or projection TV screens.
- Pixilation, gas discharge, re-gassing or image burn on any TV surface or screen.
- Faults which are due to a generic manufacturing defect;
- Faults which arise from **your equipment** being modified in a manner which is not authorised by the manufacturer including but not limited to any upgrade or the addition of non-approved accessories;
- Faults resulting from **you** failing to follow the operating instructions of **your equipment**;
- Any claim where **you** use the **equipment** for a non-domestic purpose or in a commercial environment;
- Any fault or damage which has been caused, directly or indirectly, by faults with the domestic supply of electricity;
- TV in transit where You have not protected the Gadget to a safe standard e.g. covered in fitted bubble wrap within a cardboard container where the Gadget is not loose.
- Any fault or damage caused by any theft, attempted theft, malicious damage or damage caused by fire or explosion;
- Faults or damage resulting from a software virus, the configuration of user settings, the backing up or recovery of data, the loss, corruption or damage of or to data or the operating system of the **equipment**;
- Any fault or damage which is covered by any other Insurance policy;
- Any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation, nationalisation, or requisition by order of any government, public, municipal, local or customs authority;

- Any damage as a result of nuclear radiation;
- Where an engineer is sent to repair **your equipment** **you** will be liable to pay for the cost of this where no fault is found with **your equipment**.

The policy does not cover the following:

- Routine maintenance, cleaning and servicing;
- Work which **you** require to take place outside of **our** engineer's normal working hours (which are Monday to Saturday 8:00am to 8:00pm not including UK public holidays);
- Equipment** which has to be repaired outside of the United Kingdom, Isle of Man, Channel Islands and Northern Ireland;
- Any costs which are incurred as a result of not being able to use **your equipment**;
- Any damage to property or personal injury;
- Any costs which do not result from the event giving rise to a claim;
- The replacement of any item which is intended to be replaceable such as fuses and batteries;
- Cosmetic damage which does not affect the use of **your equipment**;
- Equipment** which has not been installed properly;
- Equipment** which was not working in accordance with the manufacturer's specification before the policy was taken out;
- Loss or damage to interactive or viewing cards.
- Any pre-existing fault prior to **you** taking out this insurance;
- Any willful, deliberate or negligent act or omission by **you** or any third party acting on **your behalf**;
- Any claim **you** make which is false or fraudulent or exaggerated.

We may ask for proof of purchase and picture evidence of your TV in good working order. **We** may ask for picture or video evidence of damage during claim.

We will not provide services under this policy if **we** are prevented from doing so as a result of an unusual or foreseeable event or circumstance beyond **our** reasonable control ('Force Majeure'). This would include, but is not limited to: war (whether war be declared or not), threat of war, riot, civil disturbance or strife, terrorist activity (actual or threatened), industrial dispute, natural or nuclear disaster, fire, flood, drought, major adverse weather conditions and levels of water in rivers.

HOW TO MAKE A CLAIM UNDER THIS POLICY

If **you** experience any issues with **your equipment** during the **period of cover** **you** should call the **administrator's** helpline on the number below. In the first instance the **administrator** will try to remedy any issues over the telephone. If **they** are unable to do so **you** are able to make a claim under the policy and **they**, on behalf of the **Insurer**, will send an engineer out to **you**.

The **administrator's** helpline is open 5 days a week, 10am to 7pm Monday to Friday. Not including public holidays.

Telephone: 0800 012 4478

Address: Chancery House, St Nicholas Way, Sutton, Surrey, SM1 1JB

CANCELLING THIS INSURANCE POLICY

You may cancel this policy at any time by writing to the **administrator** on the contact details below.

If **you** cancel this policy within 21 calendar days of receiving it **you** will receive a full refund of any **premium** **you** have paid to **us**. If however **you** have made a claim during this period **we** reserve the right to deduct the cost of that claim from the refund of **premium** which is due to **you** and **we** will tell **you** if **we** are making this deduction.

If **you** cancel this policy after 21 calendar days of receiving it cancellation will be effective immediately and the amount of **premium** refund **you** are entitled to is set out below.

Monthly and Quarterly Policies

You will not be charged any more monthly or quarterly **premium** amounts and **you** will not receive a refund of any **premium** **you** have paid to **us**.

Annual Policies

You will be entitled to a pro-rata return of **premium** paid for the number of complete unexpired days remaining of **your** policy. The **administrator** will charge an administration fee of £20. **You** will not be entitled to a pro-rata refund if a claim or an incident that may give rise to a claim has occurred.

Contact Details:

Post: Chancery House, St Nicholas Way, Sutton, Surrey, SM1 1JB

Telephone: 0800 012 4478

Email: info@prominencesupport.co.uk

We reserve the right to cancel the policy at any time by giving **you**, via the **administrator**, 30 days' written notice to **your** last known address. **You** will be entitled to a pro-rata return of **premium** paid for the number of complete unexpired days remaining of **your** policy unless **you** have made a claim in which case there will be no return of **premium** paid.

TERMINATION

This policy will automatically terminate if **you** fail to pay the **premium** due to **us**.

RENEWAL

Monthly and Quarterly Policies

The **administrator** will notify **you** at least 21 days before the anniversary (and each subsequent anniversaries) of this policy to remind **you** that **we** will continue to take the same regular payment of **premium** from **you** unless **you** ask **them** to cancel this policy.

Annual Policies

The **administrator** will contact **you** at least 21 days before this policy is due for renewal to notify **you** that this policy will renew automatically. If **you** do not ask **them** to cancel this policy **we** will take a payment for the renewal **premium**.

GENERAL INFORMATION

The Insurer

This Policy is underwritten and insured by Bastion Insurance Company Limited (ROC Company ID C 37545) of 4th Floor, Development House, St Anne Street, Floriana

TELEVISION WARRANTY INSURANCE POLICY

FRN 9010, Malta which is authorised under the Insurance Business Act 1998 to conduct General Business of insurance by the Malta Financial Services Authority.

The Administrator

This policy is administered by Prominence Support Limited who are an appointed representative of ES Risks Limited. Registered office: Chancery House, St Nicholas Way, Sutton, Surrey, SM1 1JB

ES Risks Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 565023. This information can be checked by visiting the FCA's website.

Financial Services Compensation Scheme

The **administrator**, the **agent** and **we** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if any of these parties cannot meet their obligations. Further information about the scheme is available on the FSCS website at www.fscs.org.uk or by writing to:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

COMPLAINTS PROCEDURE

If **you** are dissatisfied with the service **you** are provided with by the **administrator** or under this policy please contact **them** in the first instance using the contact details below quoting **your** policy number:

Post: Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB
Email: info@prominencesupport.co.uk

If **your** complaint is in relation to the way in which **your** insurance was sold the **administrator** will deal with **your** complaint.

If **your** complaint is about **our** service, the policy terms and conditions, or a claim, the **administrator** may refer **your** complaint to **us**.

We or the **administrator** will investigate **your** complaint and issue a final response letter.

If **your** complaint is in respect of **us**, the **administrator** or about the sale of **your** policy and **you** are unhappy with the final response and **you** are an eligible complainant (an individual consumer or a micro-enterprise or a charity or trustee of a trust under a certain size) **you** may wish to contact the Financial Ombudsman Service (FOS). The FOS offer a free and independent service for resolving disputes about most financial matters and **you** have six months from the date of the final response letter to contact **them**. Please note that the Financial Ombudsman Service will not adjudicate **your** complaint until **you** have received a final response letter or eight weeks has passed since **you** notified **your** complaint.

Contact details for the FOS are:
Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Email: complaint.info@financial-ombudsman.org.uk
Phone: 0800 023 4567 or 0300 123 9 123
Website: www.financial-ombudsman.org.uk

The Financial Ombudsman Service decision is binding on **us** but not **you**. The complaints procedure set out above does not affect **your** right to take legal action against **us** or the firm that arranged **your** insurance with **us**.

Should your complaint be about the **insurer** which has issued the policy, you may write to Mr Anthony Mowatt, Director (Email: anthony.mowatt@bastion-insurance.com) of Bastion Insurance Company Limited, 4th Floor, Development House, St Anne Street, Floriana, FRN 9010, Malta. When writing please include the following information: 1) name, address and postcode, telephone number and email address, 2) policy number and/or claim number, 3) the reason for your complaint, and 4) copies of any material you may wish to provide us.

In the event that your complaint remains unresolved and in order to seek an independent review, you may also write to the Arbiter for Financial Services: -

Office of the Arbiter for Financial Services
First floor,
St Calcedonius Square
Floriana FRN1530 Malta

The terms and conditions of this insurance do not affect **your** statutory rights relating to faulty or mis-described goods. For further information about **your** statutory rights, contact **your** local authority Trading Standards Department or the Citizens Advice Bureau in the UK.

PRIVACY NOTICE

ES Risks Limited **us** and the **administrator** gather and process personal data in accordance with the EU General Data Protection Regulation (GDPR) and any relevant data protection legislation.

Personal data may be used by the **administrator**, ES Risks Limited, **us** or third parties for underwriting and claims purposes and in order to administer the policy. ES Risks and **we** will ensure that personal data is kept secure, is used only for the purpose for which it was supplied and is retained only for as long as necessary.

ES Risks Limited is registered with the Information Commissioner's Office (ICO) as a data controller and is listed on the Register of Data Controllers under registration number Z1592537. ES Risks Limited's full Privacy Notice is available at www.esrisks.com.

The **administrator** is registered with the Information Commissioner's Office (ICO) as a data controller and is listed on the Register of Data Controllers under registration number ZA152823. The **administrators'** full Privacy Notice is available at website www.prominencesupport.co.uk

ALTERATION AND ASSIGNMENT

You are not permitted to assign to another person(s) or change in any way the rights under this policy without **our** written consent.

EXCLUSION OF THIRD PARTY RIGHTS

Nothing in this policy is intended to confer a directly enforceable benefit on any other party and therefore the provisions of the Contracts (Rights of Third Parties) Act 1999 – or any successor legislation - do not apply.

RIGHTS OF THE INSURER

We reserve the right to decline any proposal.
We reserve the right not to offer renewal of any policy.

GOVERNING LAW

This policy, and any dispute concerning its interpretation, is governed by the laws of England and Wales and the jurisdiction of the English Courts will apply. The language of the policy and all communications with **you** will be in English. In accordance with the Equality Act 2010, a copy of this policy is available in large print upon request.