

Multi-Appliance Terms and Conditions



At Smart-Cover Insurance Services, we are committed to deliver exceptional customer service, based on our leading insurance products for Your Household Items. We pride ourselves in listening to all our customers whilst developing our policies.

This insurance policy has been arranged for you by Smart-Cover Insurance Services. Smart-Cover Insurance Services is a trading name of Smart-Cover Direct Limited. Smart-Cover Direct Limited is an appointed representative of Asurit Limited who is authorised and regulated by the Financial Conduct Authority.

This booklet contains the full terms and conditions of your policy. Please read it carefully.

CONTACT US

If you have any questions regarding the terms and conditions or you would like to make a claim, please contact us using the details below:

Post: Smart-Cover Insurance Services

AGF House, 1st Floor 3-5 Rickmansworth Road

Watford, WD18 0GX

Phone: 03333 449 559

Email: <u>enquiries@smart-cover.co.uk</u>

Web: <u>www.smart-cover.co.uk</u>



MULTI-APPLIANCE INSURANCE POLICY

This Insurance Policy has been arranged for you and is administered by Smart-Cover Direct Ltd, whose offices are situated at 3-5 Rickmansworth Road, Watford, WD18 0GX. Smart-Cover Direct Ltd is an appointed Representative of Asurit Ltd which is authorised and regulated by the UK Financial Conduct Authority under FRN 314346. Any questions, claims or complaints regarding this policy should initially be sent to Smart-Cover Direct Ltd.

DEFINITIONS

The following words/phrases shall have the meanings given below wherever they appear in bold.

Accidental Damage means physical damage as a result of a sudden and unforeseen cause which stops the Equipment working, as per manufacturer's specification.

Authorised Engineer means an industry expert who is qualified to repair faults with the equipment and is authorised by us prior attending the fault after which capable of providing VAT invoices.

Administrator, Our, We or Us means Smart-Cover Direct Ltd T/A Smart-Cover Insurance Services, 1st Floor, AGF House, 3-5 Rickmansworth Road, Watford, WD18 OGX.

Breakdown means mechanical or electrical fault which stops the **Equipment** from working properly, as per manufacturer's specification.

Claims Administrator: means City & Commercial Insurance Company PCC Limited, Normandie House, Rue a Chiens, St Sampsons, Guernsey, GY2 4AE.

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

Equipment, Item means the insured product(s) as shown on Your Certificate of Insurance.

Insurer means City & Commercial Insurance Company PCC Limited, Normandie House,

Rue a Chiens, St Sampsons, Guernsey, GY2 4AE, authorised by the Guernsey Financial Services Commission (GFSC). GFSC Reference: 54692. Details of registration can be checked using the link:

https://www.gfsc.gg/commission/regulated-entities/54692.

Period of Cover means the period during which this policy is in force as shown on **Your Certificate of Insurance**. **Premium** means the monies **You** have agreed to pay for this policy as shown on **Your Certificate of Insurance**.

Relocation includes repositioning within or movements outside of **Your** registered property. **Start Date** means the date this policy commences as shown on **Your Certificate of Insurance**.

Verification where requested, means the provision of proof, for example photographs and/or proof of purchase, to confirm that the insured **Item** is undamaged and functional at the time that the application is made through any channel.

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

For Monthly Premium Payment, it is one calendar month from the Start Date shown on Your Certificate of Insurance and thereafter for each consecutive corresponding monthly period.

For Annual Policies, it is 12-months from the Start Date shown on Your Certificate of Insurance.

WHAT IS INSURED

Regardless of the warranty status of Your Equipment, You can make a claim under this Policy for losses up to the value of £500 per claim, (including call out fees, repairs, replacements and VAT), subject to the below exclusions and limitations. This insurance policy does not have a cash value. We will adjust, replace or repair the Equipment during the Period of Cover in case Your Equipment suffers any Accidental Damage* or Breakdown, during the Period of Cover. Replacements are on a like for like basis which may result in appearance/cosmetic differences and are at least Grade A quality. Please note, there is no limit on the number of claims You can make under this policy.

^{*} Note: Accidental Damage to TV's will only be covered if it is mentioned on Your Certificate of Insurance.



We validate all policies to ensure that **Our** customers have, and receive, the appropriate levels of protection. To do this, **We** may request evidence proving that the insured **Item** is in full working order. If **We** have requested this and do not receive it prior to a claim being made, **We** may consider the fault, or damage, to have been pre-existing and reject the claim.

You are obliged to inform us of any material fact that affects the risks we insure. If you are in any doubt whether a fact is material, you should disclose it.

HOW TO MAKE A CLAIM UNDER THIS POLICY

If You experience any issues with Your Equipment during the Period of Cover, You should initially call Our helpline on 03333 449 559. You may also contact Us via e-mail on enquiries@smart-cover.co.uk or via Our Website www.smart-cover.co.uk. Our helpline is open 6 days a week, 10am to 7pm Monday to Friday and 10am to 4pm Saturday excluding UK public holidays. All claims must be reported within 48 hours of the incident or time the loss was discovered.

When making a claim, **You** will be required to provide particulars of the claim, proof of purchase and proof of the damage. In order to deal with **Your** claim fairly and promptly, **We** may require **You** to complete and return a claim form which will be provided. The consideration of **Your** claim may be delayed pending receipt of the requested information.

Please note, You can only make a claim under this policy if all due Premiums are paid and the date on which You are making the claim falls between the Start Date and end date of Your policy. At the point of making a claim, the remaining Premium balance, for the year, becomes due. In certain cases, We may request for further evidence to support Your claim. This may include but not limited to proof of ownership, identity and residence as well as photographic evidence to investigate the damage.

TECHNICAL SUPPORT

In the first instance **We** will try to resolve the issues **You** are having with **Your Equipment** through **Our** helpline. **Our** trained technical support team will be able to run basic diagnostics in order to try to have **Your** system up and running straight away.

If We are unable to resolve the matter over the phone, We will send an engineer to You to repair Your Equipment. You must always use Our approved engineer. When We are unable to provide an engineer, We may agree for You to arrange an engineer to repair the fault. In such unlikely cases, You will need to pay for the repair which We will reimburse You within 5-10 working days from the date We receive and validate the invoice. Please note, in such cases, prior to any work being undertaken by Your engineer (s)he must contact Our technical helpline for an authorisation code. Without this the invoice will not be accepted. Our engineers are available for call outs 9am to 7pm Monday to Friday, and 10am – 5pm Saturday and Sunday excluding UK public holidays.

In the event that **Your Equipment** cannot be repaired **We** will provide **You** with a replacement. Such replacement could be a like-for-like, Grade A Refurbished **Item**. In the unlikely event where **We** cannot replace **Your Equipment**, **We** will provide **You** with a voucher/cheque which **You** will be able to redeem. **Where We** replace **Your product**, it will remain **Your responsibility to install the replacement Item and dispose of the old Equipment**.

POLICY LIMITS

During the first 45 days of Your policy

For any **Item** identified on **Your Certificate of Insurance**, **You** can make a claim under this policy for losses up to the value of £500 during **Your** first claim and up to £250 for any subsequent claims, unless a lower limit is specified.

The first claim reported to **Us** within the first 45 days of **Your** policy, will be subject to £250 excess fee. Any subsequent claims reported to **Us** within the first 45 days of **Your** policy, will be subject to a £125 excess fee.

For satellite policies only: the £250 excess fee, and subsequent £125 excess fees, are not applicable. However, if You make a claim within the first 21 days of Your policy, depending on the fault, there may be an excess charge of up to £59.99. We will notify You in advance if this is the case.

After the first 45 days of Your policy

You will be able to make a claim for losses up to the value of £500 per claim. Please note, after the first 45 days there is no excess charge payable for **Items** under 6 years old. **Items** over the age of 6 years will be subject to a £39 excess fee for each claim.



Note: For policies where We have requested Verification, the first 45 days of Your policy is counted from the date on which We receive all the required information as specified in the Verification letter.

PAYMENT OF PREMIUM

Premium will be collected as a Card Payment/Direct Debit and will show as Smart-Cover on **Your** Bank statement. Should **Your** regular **Premium** payment fail, **We** will re-attempt to process it immediately thereafter. In case **Your Premium** payment fails again, **We** will notify **You** in writing of the further failed payment and what **You** need to do to bring **Your** payments up to date. Please note that failed payments may incur bank charges. **WHAT IS NOT INSURED**

The following are excluded from the cover provided under this policy

- 1. If not mentioned on the policy schedule, Accidental Damage to TVs.
- 2. Repairs or replacements where such faults are covered under any other insurance policy (enforced or not);
- 3. Where the **Equipment** has been recalled by the manufacturer;
- 4. Faults which are due to a generic manufacturing defect;
- 5. 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;
- 6. Faults resulting from You failing to follow the operating instructions of Your Equipment;
- 7. Any claim where **You** use the **Equipment** for a non-domestic purpose or in a commercial environment, unless it is permitted on **Your Certificate of Insurance**;
- 8. Any fault or damage which has been caused, directly or indirectly, by faults with the domestic supply of electricity and/or gas and/or water;
- 9. Any fault or damage caused by any theft, attempted theft, malicious damage or damage caused by fire or explosion.
- 10. Repairs for faults relating to a reduction in image retention on LCD, LED, plasma or projection TV screens; pixilation, gas discharge, re-gassing or image burn on any surface or screen. Pixilation means the failure of a Liquid Crystal Screen (LCD), Light-Emitting Diode screen (LED) or Plasma screen pixel to react to the signal applied to it.
- 11. 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/to data or the operating system of the **Equipment**.
- 12. Faults, damages or accidents caused by any unauthorised third party or engineer.
- 13. **Relocation** or upgrade of any **Items** (software or physical) and damages arising thereof (unless approved and authorised by **Us** or/and is done in line with the manufacturer's specification). Prior to moving **Your** insured **Item** do ensure that **You** receive written confirmation, from **Us**, so that **We** can confirm coverage for the **Relocation**.
- 14. Items over the age of ten years.
- 15. Pre-owned or second-hand Items will not be covered.
- 16. Any direct or indirect cost resulting from alterations required to install integrated appliances.

Where an engineer is sent to repair **Your Equipment**, **You** will be liable to pay for the reasonable call out costs where no fault is found with **Your Equipment**, or the identified fault is one that is not covered under the insurance policy. If the engineer is denied reasonable and safe access to **Your** property and/or the **Item** concerned, **You** will be liable for all the call out costs.

The policy does not cover the following:

- 1. Routine maintenance, cleaning and servicing;
- 2. Rust/corrosion or **We**ar and tear and faults or damage resulting therefrom; Rust or corrosion damage to the mini-dish and the LNB;
- 3. Work which **You** require to take place outside of **Our** engineer's normal working hours;
- 4. **Equipment** which must be repaired outside of the United Kingdom, Isle of Man, Channel Islands and Northern Ireland;
- 5. Any costs which are incurred as a result of not being able to use Your Equipment;
- 6. Any damage to property or personal injury;
- 7. Any costs which do not result from the event giving rise to a claim;
- 8. We will not reimburse direct or indirect costs associated with replacements that We have not authorised.
- 9. The replacement of any Item which is intended to be replaceable such as fuses and batteries;



- 10. Cosmetic damage which does not affect the use of Your Equipment;
- 11. Equipment and/or connected cables which has not been installed properly or is not a standard installation;
- 12. **Equipment** which was not working in accordance with the manufacturer's specification before the policy was taken out, including pre-existing fault.
- 13. Costs of rearranging missed appointments with couriers/engineers;
- 14. Any repairs not carried out by one of **Our** approved engineers and repairs/attempted repairs which **We** have not authorised;
- 15. Any upgrade work or upgrades/modification, Relocation of Items (or part of Items) or faults arising thereof.
- 16. Loss or damage to interactive or viewing cards;
- 17. Delivery and/or installation of replacement Items or removal of the Item(s) to be replaced.
- 18. **Relocation** or upgrade of any **Items** (software or physical) and damages arising thereof (unless approved and authorised by **Us** and/or is done in line with the manufacturers specification). **Relocation** includes movements within or outside of **Your** registered property. Prior to moving **Your** insured **Item** do ensure that **You** receive written confirmation so that **We** can confirm coverage for the **Relocation**.
- 19. Any faults or damage occurred prior to the inception of the policy.
- 20. Loss of programs/recordings saved to the hard drive of **Your Equipment**:
- 21. For satellite policies: components of an integrated digital television;
- 22. Faults in the broadband connection.
- 23. Damages or **Breakdown** of the **Equipment** which was caused or contributed to by un-authorised third party/engineer.

We will not provide services under this Policy if We are prevented from doing so as a result of an unusual or unforeseeable event or circumstance beyond Our reasonable control ('Force Majeure'). This would include, but is not limited to, war, 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, levels of water in rivers and Acts of God.

FRAUD

The **Insured** must not act in a fraudulent way. If the **Insured** or anyone acting for the **Insured** or the user:

- makes a claim under the insurance knowing the claim to be false or exaggerated in any way; or
- makes a statement in support of a claim knowing the statement to be false in any way; or
- sends Us or the Administrator any documentation in support of a claim knowing the documentation to be forged or false in any way; or
- makes a claim for any loss caused by the Insured's deliberate act or with the I Insured's agreement; then
 the Insurer:
 - o will not pay the claim or any other claim which has been or will be made under this insurance policy;
 - may declare the insurance void;
 - \circ will be entitled to recover from the **Insured** the amount of any claim already paid under the insurance;
 - will not return any of the Premiums;
 - may pass Your details to the authorities should it become necessary for investigative purposes.

Insurers reserve the right to terminate the policy when We identify any false information You provided or if fraudulent claim is established.

CANCELLING THIS INSURANCE POLICY

You may cancel this policy at any time by contacting Us, on the contact details below, in writing. Cancellation requests must give 14 days' notice during which time any due payments will be collected. Please quote the policy number shown in the Certificate of Insurance when cancelling. All policy documents and the Certificate of Insurance must be returned with the cancellation request.

You must inform Us of Your intention to cancel the policy prior to informing Your bank.

- A. Should You choose to cancel the policy within 21 days of receiving the policy documents or the Start Date of Your policy (whichever is later), You will receive a full refund of any Premiums paid and the cancellation will be effective immediate.
- B. This Policy will be cancelled on request once any outstanding payments have been received.



If **You** have made a claim during the policy period, **Insurers** reserve the right to deduct the cost of that claim from any refund of **Premium** which is due to **You**. **We** will tell **You** if **Insurers** are making this deduction.

After 21 days, upon cancellation, You will not be charged any more Monthly/Quarterly Premium amounts and You will not receive a refund of any Premium You have paid to Us. For annual policies, You will be entitled to a pro-rata return of Premium for the number of complete unexpired months remaining of Your policy less an administration fee of £15. 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.

To process a cancellation request You can contact Us at;

Smart-Cover Insurance Services, 1st Floor, AGF House 3-5 Rickmansworth Road, Watford, WD18 0GX

Telephone: 03333 449 559

Email: enquiries@smart-cover.co.uk

RENEWAL

For annual policies, **We** will contact **You** at least 21 days before this policy is due for renewal to notify **You** that this policy will automatically renew, unless **We** are informed otherwise. If **You** do not ask **Us** to cancel this policy, **We** will take a payment for the renewal **Premium**, as detailed in the renewal correspondence **We** send **You**.

For monthly and quarterly policies, **Your** insurance contract remains in force until **We** receive **Your** cancellation request.

GENERAL INFORMATION

Insurer Information

This policy is underwritten by City & Commercial Insurance Company PCC Limited a company licensed and regulated in Guernsey by the Guernsey Financial Services Commission (GFSC), reference number: 54692. City & Commercial Insurance Company PCC Limited was established in 1993 and is authorised to carry out general insurance business. City & Commercial Insurance Company PCC Limited is based at Normandie House, Rue a Chiens, St Sampsons, Guernsey, GY2 4AE.

Policy Administrator: This policy is administered by Smart-Cover Insurance Services – Company number 07761666, an appointed representative of Asurit Ltd, Financial Conduct Authority (FCA) Number: 314346. This information can be checked by visiting the FCA's Website. Asurit Ltd is registered in England: Company number: 2814889. Asurit Ltd, Ashley Court, 32 Main Street, Ashley, Market Harborough, LE16 8HF. Tel: 03333 449 119.

The Financial Services Compensation Scheme (FSCS)

Asurit Ltd is covered by the FSCS. **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Full details are available from the FSCS at www.fscs.org.uk.

It should be noted that City & Commercial Insurance Company PCC Limited is not a member of the FSCS and therefore is not covered by this scheme.

Please note: It should be noted that the **Policy Administrator** and the **Insurer** share common beneficial ownership.

COMPLAINT PROCEDURE

If **You** are dissatisfied with the service **You** are provided by **Us** in relation to the administration or sale of **Your** policy please contact **Us** using the details below quoting **Your** policy number.

Smart-Cover Insurance Services, 1st Floor, AGF House, 3-5 Rickmansworth Road, Watford, WD18 0GX.

Telephone: 03333 449 559

Email: enquiries@smart-cover.co.uk

If **You** are dissatisfied with the response **You** receive in relation to **Your** complaint or **Your** complaint is not resolved within 8 weeks, **You** have the right to refer **Your** complaint to the Financial Ombudsman Service. **You** may contact the Financial Ombudsman at:

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

Telephone: 08000 234 567 (free for people phoning from a fixed line) or 0300 123 9 123

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

Following this complaints procedure does not affect Your right to take legal action.



If **Your** complaint relates to the policy coverage or how a claim has been handled **You** should refer **Your** complaint to City & Commercial Insurance Company PCC Limited using the contact details below, quoting **Your** policy number.

The Compliance Director, City & Commercial Insurance Company PCC Limited,

Normandie House, Rue a Chiens, St. Sampsons, Guernsey, GY2 4AE

If **You** are dissatisfied with the response **You** receive in relation to **Your** complaint or **Your** complaint is not resolved within 8 weeks, **You** have the right to refer **Your** complaint to the

Channel Islands Financial Ombudsman (CIFO), PO Box114, Jersey, Channel Islands, JE4 9QG.
Telephone: 01534 748610 Email: enquiries@ci-fo.org Website: www.ci-fo.org

DATA PROTECTION

Please read this notice as it explains the purposes for which the **Insurer**, Asurit Ltd or **We** will use **Your** personal information.

Each of the **Insurer**, Asurit Ltd and **Us** are data controllers (as defined in the Data Protection Act 2018) of the personal information each of them collects about **You** in connection with this policy.

Your personal information will be used for the following purposes:

- (a) for administration of this policy including, but not limited to, underwriting, administration and claims handling;
- (b) to communicate with You in connection with this policy;
- (c) for internal analysis and research;
- (d) to comply with legal and regulatory requirements;
- (e) to help prevent, detect or deal with crime or fraud.

Each of the Insurer, Asurit Ltd and Us use agents and service providers to collect, hold and process on its behalf Your personal information for the purposes set out in this policy. These agents and service providers act on the Insurer's, Asurit Ltd's or Our instructions (as applicable) and will only use information as the Insurer, Asurit Ltd or We tell them to. Smart-Cover Insurance Services may also need to transfer Your personal data to third parties in countries outside the European Economic Area in confidence.

The **Insurer**, Asurit Ltd and **We** may disclose **Your** personal information to third parties (including to the police, other governmental bodies and other insurers) as required by law or if the **Insurer**, Asurit Ltd or **We** think the disclosure may help to prevent, detect and deal with crime or fraud.

In compliance with the Data Protection Act 2018, **You** have the right to ask for a copy of the information the **Insurer**, Asurit Ltd or **We** hold about **You**. If **You** find at any time that any of the information the **Insurer**, Asurit Ltd or **We** hold about **You** is incorrect then **You** should promptly notify the **Insurer**, Asurit Ltd or **Us** and the **Insurer**, Asurit Ltd or **We** (as appropriate) will correct the inaccuracy.

You can contact the **Insurer**, Asurit Ltd or **Us** about privacy issues or comment or complain about the **Insurer**'s, Asurit Ltd's or **Our** privacy practices.

Where **Our** use of **Your** personal information is based upon **Your** consent, **You** have the right to withdraw such consent at any time by contacting **Us**. Further information concerning **Your** rights and **Our** responsibilities can be found within **Our** Privacy Notice published on the website. Alternatively, **You** can request a printed version by contacting **Us**.



ALTERATION AND ASSIGNMENT

You are not permitted to assign to another person(s) or change in any way the rights under this Policy without the written consent of the **Insurer** or Smart-Cover Insurance Services, acting on its behalf.

CHANGES THAT YOU NEED TO INFORM US ABOUT

You will need to notify Us via telephone, email or in writing when the following occurs;

- 1. 14 Days prior to a change of address;
- 2. Any change to Your circumstances and/or the use of Your insured Item;
- 3. If You choose to dispose the insured Item;
- 4. Prior to the Relocation of the insured Item;
- 5. Change of ownership of the insured Item;
- 6. Any modifications or upgrades to Your insured Item.

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 do not apply.

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. **We** will communicate in English.



THANK YOU FOR CHOOSING SMART-COVER INSURANCE SERVICES

If you have any questions regarding the terms and conditions or you would like to make a claim or just to leave us a feedback, please do contact us using the details below.

Post: Smart-Cover Insurance Services

AGF House, 1st Floor 3-5 Rickmansworth Road Watford, WD18 0GX

Phone: 03333 449 559

Email: <u>enquiries@smart-cover.co.uk</u>

Web: <u>www.smart-cover.co.uk</u>