

**BIG WARRANTIES LIMITED
WARRANTY INSURANCE POLICY**

This Insurance Policy has been arranged for You and is administered by BIG Warranties Limited, whose offices are situated at Richmond House, Richmond Hill, Bournemouth, Dorset, BH2 6EZ and who can be contacted on 0800 7797444. BIG Warranties Limited is an Appointed Representative of Commercial and General Limited which is authorised and regulated by the UK Financial Conduct Authority under FRN 300001. **Any questions, claims or complaints regarding this policy should initially be sent to BIG Warranties Limited by telephoning them on 0800 7797444.**

DEFINITIONS

Accidental Damage means physical damage or some other event as a result of a sudden, unforeseen and unintended cause which stops the Equipment working.

Administrator, Our, We or Us means BIG Warranties Limited, Richmond House, Richmond Hill, Bournemouth, Dorset, BH2 6EZ.

Beyond Economic Repair

The cost to repair **Your Equipment** exceeds its current market value, so for the purpose of any claim, **Your Equipment** will be deemed a total loss.

Breakdown means 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 which forms part of this Policy.

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

Insurer means Qudos Insurance A/S. Qudos Insurance A/S which is registered in Denmark company number 33956967, registered office, Kongevejen 371, DK 2840 Holte, Denmark.

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.

Start Date means the date this Policy commences as shown on Your Certificate of Insurance.

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

The insurance starts at the time of payment for the insurance. The policy will be for a minimum of 12 months and each year **We** will offer to renew **Your** policy for a further period of 12 months. If **You** do not tell **Us** that **You** do not wish for the policy to continue, it will automatically be renewed.

Monthly and Annual premiums, which are inclusive of insurance premium tax, will be collected by the **Administrator** via Direct Debit or Debit/Credit Card. This insurance may be terminated immediately if the **Insurer** does not receive **Your** premium on the date(s) specified in **Certificate of Insurance**.

WHAT IS INSURED

You are covered under this Policy for the cost of repair or replacement of Your Equipment following Breakdown or Accidental Damage of Your Equipment during the Period of Cover at the policyholder's address.

In the first instance **We** will try to resolve the issues **You** are having with Your Equipment through Our helpline. If it is not possible to resolve the problems with Your Equipment over the telephone **we** may send an engineer to **You** to repair Your Equipment.

In the event that Your Equipment cannot be repaired **We** will, at Our discretion, replace Your Equipment with new or reconditioned Equipment of the same or similar make and specification, that may not be compatible with any specialist equipment you may have, or offer **You** a settlement in the form of vouchers or cash in line with the current market value of Your Equipment based on the age of the Equipment.

If at Our discretion, **We** are unable to find a replacement based on market value, similar make or specification, **You** will be advised of replacement options available, which may require a contribution from **You**.

We may collect **Your** faulty Equipment at any time during a claim. It may not be returned if a replacement is issued to **You**. If **We** replace **Your** Equipment and do not take **Your** faulty equipment away, **You** will be responsible for disposing of it at **Your** own cost.

If **You** have opted for Total Care then, should your Equipment need to be replaced, **we** will remove your old and install your new Equipment. If **we** cannot reasonably install your Equipment, then **you** will be offered a settlement in the form of vouchers or cash equivalent to the normal cost of installation. Your Total Care package will only apply to Equipment that is stated on the Certificate of Insurance and only for Equipment replaced by **Us**.

If **You** have opted for Priority Cover on your satellite Equipment, **we** will aim to provide **you** with an engineer within 24 hours and provide technical support for any televisions **you** have within your home.

POLICY LIMITS

You are able to make a claim under this Policy for losses up to the value of £500 per claim unless a lower limit is specified for any equipment item in **your** Certificate of Insurance. Second and subsequent equipment must be identified separately on **Your** Certificate of Insurance.

Excess

Any claims made in respect of Breakdown or Accidental Damage of **Your** Equipment occurring within the first 30 days of the Start Date will be subject to a £175 excess each and every claim.

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;
- Faults which are due to a generic manufacturing defect;
- Faults that arise from **Your** Equipment being tampered with by an unauthorised person or a non-manufacturer approved engineer;
- 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 and maintenance instructions of **Your** Equipment as per the manufacturer's guidelines;
- 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 and/or gas and/or water;
- Any fault or damage caused by any theft, attempted theft, malicious damage or damage caused by fire or explosion.

- Repairs for faults relating to a reduction in image retention on LCD screens, plasma or projection TV screens;
- Pixilation, gas discharge, re-gassing or image burn on any surface or screen. Pixilation means the failure of either a Liquid Crystal Screen (LCD) or Plasma screen pixel to react to the signal applied to it.
- Any damage that happens after a claim has been made due to the continued use of **Your** Equipment;
- 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.
- Equipment being moved or in transport.

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 9.00am to 5.30pm Monday to Friday inclusive) or on a UK Public Holiday;
- The replacement which has to be repaired outside of the United Kingdom, Channel Islands and Northern Ireland;
- Any costs or loss of earnings which are incurred as a result of not being able to use **Your** Equipment or costs arising from waiting for a courier or engineer;
- 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;
- Damage caused by projectiles thrown at televisions;
- 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;
- Costs of rearranging missed appointments with couriers/engineers;
- Any pre-existing fault prior to **You** taking out this insurance.
- Any repairs **We** have not authorised or repairs not carried out by one of **Our** approved engineers;
- A claim where **You** cannot confirm the circumstances of the claim to **Our** satisfaction including details before and after the incident;
- Where **We** identify fraudulent behaviour;
- Where **You** have not taken adequate precautions to prevent or mitigate Accidental Damage of **Your** Equipment, such as using a games console controller without using provided straps/restraints (as recommended by the manufacturer) or moving heavy Equipment on **Your** own.
- Any Equipment where the connecting cables have not been installed correctly;
- Rust and or corrosion damage to mini-dish and LNB;
- Loss or damage to interactive or viewing cards (please refer to BskyB directly);
- Loss of programmes saved to the hard drive of the Equipment;
- Components of an integrated digital television;
- Faults in the broadband connection;
- R-sighting of the dish.
- Should **We** provide an installation service via Total Care or other means, then **We** will meet the cost of the installation. Should additional costs arise, such as gas fittings not being compliant with current gas regulations or electrics not being compliant with current electrical wiring standards then **You** will need to pay for any additional cost in correcting the issue.

FORCE MAJEURE

If **We** are prevented from providing services under this Policy as a result of an unusual or foreseeable event or circumstance beyond **Our** reasonable control ('Force Majeure'), **We** shall not be in breach of this agreement. In such circumstances **We** shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for one month, **You** may terminate this agreement by giving 14 days' written notice to **Us**. Force Majeure events include, but are 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, major adverse weather conditions, Acts of God and failures of **Our** subcontractors to perform their obligations.

CLAIMS PROCEDURE

Please comply with the following procedures to obtain authorisation with the minimum delay. Failure to observe these procedures may invalidate **Your** claim.

Accidental Damage Claims

You must keep all parts of **Your** Equipment until the claim is resolved.

All Claims

You must notify the Administrator via within 14 days of discovering the incident. Our helpline is open 6 days a week, 9am to 6pm Monday to Friday, 10am to 4pm on Saturday and UK Public Holidays (excluding Christmas Day and New Years Day).

You may need to complete a claims form and submit it in accordance with **Our** instructions, and in any event within 30 days of notifying the claim incident together with any requested supporting documentation (original documents only) and pay the excess (if **Your** claim is within 30 days of the policy start date). Any claim form that is not submitted within 30 days of discovering the incident will be withdrawn and **You** will be required to submit a new claim.

We will assess **Your** claim, and providing **Your** claim is valid, will authorise the repair or replacement of the Equipment as appropriate. **We** reserve the right to speak to any party relevant to the claim, the owner of the Equipment or the policyholder. If this is not possible without mitigating circumstances, this may invalidate **your** claim.

We may arrange for inspection of **Your** Equipment at any point during the claims procedure. **We** may collect **Your** faulty Equipment at any time during a claim. It may not be returned if a replacement is issued to **You**. If **We** replace **Your** Equipment and do not take **your** faulty Equipment away, **You** will be responsible for disposing of it at **Your** own cost.

In the event that Your Equipment cannot be repaired or is Beyond Economic Repair We will, at Our discretion, replace Your Equipment with a new or reconditioned Equipment of the same or similar make and specification, which may not be compatible with any specialist equipment You may have, or offer You a settlement, in the form of vouchers, in line with the current market value of Your Equipment subject to the policy limits.

We reserve the right to:

- Communicate with any persons involved with any claim or connected to the policy.
- Arrange an interview at the policy address.
- Use a translator in order to speak to any non-English speaking persons.

If You make a claim and Your policy is declared void, We may retain any premiums paid to assist in Your claim costs. Your policy may be declared void for reasons such as You claim for Equipment not insured with Us or the Equipment is not at the policy address.

CANCELLING THIS INSURANCE POLICY

You may cancel this Policy at any time by writing to Us via the contact details below. If You cancel this Policy within 21 calendar days of receiving it You will receive a full refund of any Premiums You have paid to Us. If, however, You have made a claim during this period We reserve the right to deduct any costs we incur in respect 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 such 21 calendar day period, cancellation will be effective immediately.

We are entitled to cancel this Policy at any time by giving You 14 days notice in writing to Your last known address.

Cancellation of Monthly and Quarterly Policies

You will not be charged any more Monthly or Quarterly Premium amounts but You will not receive a refund of any Premium You have paid to Us.

Cancellation of Annual Policies

You will be entitled to a return of Premium for the number of complete unexpired months remaining of Your Policy less an administration fee of £30 but you will not be entitled to such refund if a claim or an incident that may give rise to a claim has occurred.

Contact Details

BIG Warranties Limited, Richmond House, Richmond Hill, Bournemouth, Dorset, BH2 6EZ.
Telephone: 0800 7797444,
Email: customerservices@bigwarranties.co.uk

TERMINATION

This Policy may automatically terminate if You fail to pay any Premium due to Us.

RENEWAL

For Monthly and Quarterly Policies

We will notify You at least 21 days before the anniversary (and each subsequent anniversary) of this Policy to remind You that We will continue to take the same regular payment of Premium plus any annual increase We decide to apply from You unless You ask Us to cancel this Policy prior to the relevant anniversary.

For Annual Policies

We will contact You at least 21 days before the date this Policy is due for renewal (and on each subsequent anniversary thereof) to notify You that this Policy will renew automatically. We will take payment for the renewal Premium plus any annual increase We decide to apply from You unless You ask Us to cancel this Policy prior to the renewal date.

COMPLAINTS PROCEDURE

If You are dissatisfied with the service You are provided by Us or under this Policy please contact Us using the contact details below quoting Your Policy number.

BIG Warranties Limited, Richmond House, Richmond Hill, Bournemouth, Dorset, BH2 6EZ.
Telephone: 0800 7797444
Email : complaints@bigwarranties.co.uk

We will acknowledge the complaint within 5 business days of receiving it and do Our best to resolve matters within 2 weeks.

If You are not satisfied by Our response You may contact Our Principal using the contact details below quoting Your Policy number.

Commercial and General Limited, Kestrel House, 111 Heath Road, Twickenham, TW1 4AF.
Telephone: 0203 7404431
Email: info@comandgen.com

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 (FOS), Exchange Tower, London E14 9SR.
Telephone: 08000 234 567 (free for people phoning from a fixed line) or 0300 123 9 123 (free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

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

GENERAL INFORMATION

Policy Administrator

This policy is administered by BIG Warranties Limited, an Appointed Representative of Commercial and General Limited. BIG Warranties Limited is registered in England: company number: 07002567. Registered office: Suite 5 & 6, Richmond House, Richmond Hill, Bournemouth, Dorset, BH2 6EZ

Principal Information

Commercial and General Limited is authorised and regulated by the Financial Conduct Authority (FCA Number 300001). This information can be checked by visiting the FCA's website.

Commercial and General Limited is registered in England: company number 03994456.

Compensation Scheme

Qudos Insurance A/S is covered under the Forsikrings Garantifond and this is Your first point of claim

for financial compensation in the event of any financial failure of the Insurer. Cover also exists under the Financial Services Compensation Scheme. This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. Under this scheme most insurance contracts are covered up to 90% of the total claim.

Compensation is only available to commercial customers in limited circumstances. Further information can be obtained from the Insurer, or from the Financial Services Compensation Scheme at the following address:

Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.Tel: 0800 678 1100 or 0207 741 4100.

DATA PROTECTION

PLEASE READ this notice as it explains the purposes for which the Insurer, Commercial and General or We will use Your personal information.

Each of the Insurer, Commercial and General and Us is a data controller (as defined in the Data Protection Act 1998) 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; and (e) to help prevent, detect or deal with crime or fraud.

Each of the Insurer, Commercial and General 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, Commercial and General's or Our instructions (as applicable) and will only use information as the Insurer, Commercial and General or We tells them to.

The Insurer, Commercial and General 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, Commercial and General or We think the disclosure may help to prevent, detect and deal with crime or fraud.

You have the right to ask for a copy of the information the Insurer, Commercial and General or We hold about You (for which the Insurer, Commercial and General or We may charge a small fee). If You find at any time that any of the information the Insurer, Commercial and General or We hold about You is incorrect then You should promptly notify the Insurer, Commercial and General or Us and the Insurer, Commercial and General or We (as appropriate) will correct the inaccuracy.

You can contact the Insurer, Commercial and General or Us about privacy issues or comment or complain about the Insurer's, Commercial and General's or Our privacy practices by contacting.

Qudos Insurance A/S, Kongevejen 371, 2840 Holte, Denmark. Telephone 00 45 31 26 5550. Email: info@qudosinsurance.dk.

Commercial and General Limited, Kestrel House, 111 Heath Road, Twickenham, TW1 4AF.
Telephone: 0203 7404431
Email: info@comandgen.com

BIG Warranties Limited, Richmond House, Richmond Hill, Bournemouth, Dorset, BH2 6EZ.
Telephone: 0800 7797444.
Email: customerservices@bigwarranties.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 the written consent of the Insurer or its agent, acting on its behalf.

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.