

# UCOVER TV EXTENDED WARRANTY

## INTRODUCTION

Thank **You** for choosing UCover to supply **Your** warranty, We hope that **Your Product** will be trouble free, however should it fail during the **Policy Period** please follow the claims procedure detailed in **Your** policy.

**DEFINITIONS** The words or expressions detailed below have the following meaning wherever they appear in this policy in **bold**.

**Administrator**- MB&G Insurance Services Ltd, 21/26 Howard House, Howard Street, North Shields, Tyne & Wear NE30 1AR.

Tel: 0191 258 8163 for queries relating to the issue of **Your** policy / policy amendments and to report details of any claim.

**Call out**- The attendance of an engineer to **Your Home** during normal working hours (8am – 5pm Monday to Friday).

**Claim Limit**- **Your** policy provides unlimited claims up to the original purchase price of the **Product** in aggregate.

**Home**- The property situated in the United Kingdom, Channel Islands or Isle of Man, detailed on **Your Schedule**.

**Insured / You / Your**- The person named on the policy **Schedule**.

**Mechanical / Electrical Breakdown**- The actual and sudden mechanical / electrical failure or breakdown which results in the sudden stoppage of the **Product** normal functions and which necessitates repair to resume those functions. Failure or breakdown that ultimately results from wear and tear is excluded from the scope of cover afforded by this policy.

**Policy Period**- The duration period noted on **Your** policy **Schedule**.

**Product**- As detailed on the **Schedule**, cover only extends to the **Product** detailed on **Your** policy **Schedule**.

**Schedule**- Contains details of **You** and the **Product** the subject of this insurance.

**We / Our / Us / Insurer**- UK Underwriting Limited on behalf of Fortis Insurance Limited.

In consideration of the **Insured** being accepted for cover, **We** agree to indemnify the **Insured** up to the **Claim Limit** detailed herein, subject always to the definitions, conditions, exclusions and periods contained herein.

## CONTRACT OF INSURANCE

Your warranty has been arranged by MB&G Insurance Services Ltd with UK Underwriting Limited on behalf of Fortis Insurance Limited, Registered in England No.354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA

MB&G Insurance Services Ltd, UK Underwriting Limited, and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

## WHAT IS COVERED

Your warranty provides cover against **Mechanical / Electrical Breakdown** of the **Product** identified on **Your** policy **Schedule**. Cover includes parts, labour and **Call out** charges (inc VAT) during normal working hours (8am – 5pm Monday to Friday) subject to the terms, conditions and exclusions of **Your** policy.

## WHAT IS NOT COVERED

- **Call out** charges where a fault cannot be found with the **Product**.
- Consumable or auxiliary items e.g. batteries, scart leads or any Accessories or peripherals that were not part of the original **Product** offering at the time of purchase.
- Accidental damage.
- Use of the **Product** by anyone other than **You**.
- Failure to comply with the manufacturers instructions for the care of the **Product**.
- A **Product** installed in a commercial environment or where the level of use is deemed beyond normal domestic use.
- A **Product** that does not meet the current electrical regulations in force at the time.
- Costs not authorised by the **Administrator** or its appointed engineers.
- Costs associated with the initial setup including but not limited to faults on freeview due to poor signal strength.
- Deliberate damage or neglect of the **Product**.
- Claims for rectifying maladjustment or incorrect configuration or setting of manual controls.
- Any cost arising from the change from analogue to digital broadcasting including the termination of analogue transmissions of any type.
- Damage caused by foreign objects or substances.
- Faults known to **You** before commencement of cover under **Your** policy.
- Work, which relates to a manufacturer recall.
- Repair to or damage of a cosmetic nature caused by but limited to denting, scratching, chipping, staining, and rust or corrosion.
- Routine maintenance of the **Product**, supplies or service in **Your Home**.
- Claims arising from the interruption, failure, disconnection or power surge in the power supply to **Your Home** however caused or due to inadequate ventilation of the **Product**.
- Claims arising as a result of normal wear and tear (e.g. screen burn, fuses, batteries etc).
- Total loss of use of the **Product** due solely to the non availability of replacement or substitute parts, in which case **We** shall offer settlement based on the depreciated value of the **Product** and the estimated cost of repairs had the parts been available.
- Consequential loss of any type.
- The VAT element of any claim where the **Insured** is VAT registered.

## CLAIMS PROCEDURE

It is vital to obtain cover under **Your** warranty in the event of a claim that **You** contact the **Administrator** by telephone on 0191 258 8163 or by fax 0191 257 3025. Please provide the **Administrator** with as much information about what has happened as soon as possible. Before registering a claim please ensure that **You** have suitable freeview coverage by visiting [www.freeview.co.uk/home](http://www.freeview.co.uk/home)

Please have **Your** policy number and details of the **Product** with **You** at the time of reporting the fault.

UK Underwriting Limited are an insurer's agent and in the matters of a claim act on behalf of the **Insurer**.

## GENERAL CONDITIONS

Claims are only valid where authority has been issued by the **Administrator** or their appointed engineer.

- 1) The **Administrator** will make reasonable attempts to obtain a suitable tradesman, provided that provision of service is not precluded by:
  - a) adverse weather conditions.
  - b) industrial disputes (official or not).
  - c) failure of the public transport system (including the road network) and repair thereto.
  - d) other circumstances preventing access to Your Home or otherwise making provision of cover impractical.
- 2) **We** shall be entitled to:
  - a) decline cover if, in **Our** opinion, **Your Home** or services have not been maintained in a safe or serviceable condition.
  - b) decide on the most appropriate means of providing cover, although **We** will take **Your** wishes into account whenever possible.
  - c) settle any claim on a proportionate basis if **You** have any other insurance covering the same loss or damage.
  - d) void this insurance in its entirety if any misrepresentation or concealment of material facts is made by **You** or anyone acting on **Your** behalf.
- 3) **You** will be responsible for any **Call out** charges if having requested assistance **You** are not at **Home** when the tradesman arrives or a fault cannot be found with the **Product**.
- 4) If the cost of **Your** claim exceeds the cover provided by this policy, **You** will be required to pay any additional costs direct to the tradesman at the time they attend.
- 5) **We** will arrange to supply and fit replacement parts or components where required and covered under **Your** policy. If **You** request any additional work or replacement parts, **You** will be responsible for the additional cost. **We** are not responsible for any inconvenience, loss or damage caused by delay in the supply of spare parts or components by manufacturers or their suppliers or agents.
- 6) In the event that the parts for a **Product** are no longer available, or the **Product** is beyond economical repair, **We** will base **Our** settlement on the replacement cost of the same or similar model at the time of the breakdown.
- 7) This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **Insured's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.
- 8) If **You** or anyone else claiming under this policy makes a claim that is false or dishonest in any way, **Your** policy will not be valid and **You** will lose all benefits under this policy.
- 9) If **You** move address then **You** must inform the **Administrator** in writing or by phone.
- 10) Where the **Insurer** deems the **Product** to be beyond economical repair or makes financial settlement in lieu of repair all benefits under this policy will cease.
- 11) This insurance is automatically cancelled:
  - if **You** submit a claim knowing it to be false, fraudulent or a misrepresentation,
  - if **We** replace the **Product** following a valid claim.

## CANCELLATION

**We** hope **You** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet

with **Your** requirements, please return it to the **Administrator** within 45 days and **We** will arrange to cancel **Your** cover.

Thereafter **You** may cancel this policy at anytime, however no refund of premium will be available.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the **Insured** at their last known address.

## OUR PROMISE OF SERVICE

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should in the first instance contact the Managing Director of the **Administrator**. The contact details are:

The Managing Director, MB&G Insurance Services Ltd  
21/26 Howard House, Howard Street, North Shields,  
Tyne & Wear NE30 1AR.

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

In the event **You** remain dissatisfied and wish to make a complaint, **You** can do so by contacting the following:

The Head of Claims, UK Underwriting Ltd, 2 Gibraltar House,  
Bowcliffe Road, Leeds, LS10 1HB.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. **You** may contact the Financial Ombudsman Service at:

Financial Ombudsman Service, South Quay Plaza, 183  
Marsh Wall, Docklands, London, E14 9SR. Tel: 0845 080  
1800

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

## COMPENSATION SCHEME

Fortis Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

## DATA PROTECTION ACT (1998)

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.