

Digital Care Partnership LTD
44-50 Old Christchurch Road
Bournemouth, Dorset. BH1 1LN
Tel: 0333 456 0418
Email:info@digitalcarepartnership.co.uk

TELEVISION WARRANTY INSURANCE POLICY

This insurance policy has been arranged for you and is administered by Digital Care Partnership LTD, whose offices are situated at 44-50 Old Christchurch Road, Bournemouth, Dorset, BH1 1LN and who can be contacted on 0333 456 0418. Digital Care Partnership LTD is an appointed representative of European Speciality Risks Limited, which is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 565023.

Your insurer is Elite Insurance Company Limited. Registered in Gibraltar No. 91111 with a registered office at 47/48 The Sails, Queensway Quay, Queensway, Gibraltar GX11 1AA.

Any questions, claims or complaints regarding this policy should initially be sent to Digital Care Partnership LTD or by telephoning them on 0333 456 0418.

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, their, them means Digital Care Partnership.

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 the us as evidence of cover and forms part of this policy.

Equipment means your television set(s) as shown on your certificate of insurance.

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.

We, us, our means Elite Insurance Company Limited.

You, Your, Policy Holder, Insured means the person named 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.

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 will send an engineer to you to repair your equipment.

In the event that your equipment cannot be repaired we will replace your equipment. If we cannot reasonably arrange a replacement we will pay you a contribution towards the cost of replacing your equipment for a television of a similar size and specification. This contribution will be in the form of vouchers for a television 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

First television identified on your certificate of insurance

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

Second and subsequent televisions identified on your certificate of insurance

You are able to make a claim under this policy for losses up to the value of £250 per claim.

WHAT IS NOT INSURED

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

1. Repairs or replacements of equipment where such faults are still covered by the manufacturer's, supplier's or repairer's warranty;
2. Where the equipment has been recalled by the manufacturer;
3. Faults which are due to a generic manufacturing defect;
4. 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;
5. Faults resulting from you failing to follow the operating instructions of your equipment;
6. Any claim where you use the equipment for a non-domestic purpose or in a commercial environment;
7. Any fault or damage which has been caused, directly or indirectly, by faults with the domestic supply of electricity;
8. Any fault or damage caused by any theft, attempted theft, malicious damage or damage caused by fire or explosion;
9. Repairs for faults relating to a reduction in image retention on LCD screens, plasma or projection TV screens;
10. 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;
11. Any fault or damage which is covered by any other

12. 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;
13. 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:

1. Routine maintenance, cleaning and servicing;
2. 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);
3. Equipment which has to be repaired outside of the United Kingdom, Isle of Man, Channel Islands and Northern Ireland;
4. Any costs which are incurred as a result of not being able to use your equipment;
5. Any damage to property or personal injury;
6. Any costs which do not result from the event giving rise to a claim;
7. The replacement of any item which is intended to be replaceable such as fuses and batteries;
8. Cosmetic damage which does not affect the use of your equipment;
9. Equipment which has not been installed properly;
10. Equipment which was not working in accordance with the manufacturer's specification before the policy was taken out;
11. Any claims within the first 45 days of the policy start date will be subject to a £250 excess for the first television and £125 for any subsequent televisions under this policy;
12. Any pre-existing fault prior to you taking out this insurance.

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 will send an engineer out to you.

The administrator's helpline is open 6 days a week, 9.30am to 6.00pm Monday to Friday. 10.30am to 2.30pm Saturdays and public holidays.

Telephone: 0333 456 0418

Email: info@digitalcarepartnership.co.uk

Address: Digital Care Partnership, 44-50 Old Christchurch Road

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 premiums you have paid to . 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 Policies

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

Quarterly Policies

You will not be charged any more 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 for the number of complete unexpired days remaining of your policy. The administrator will charge an administration fee of £25. 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

Digital Care Partnership LTD, 44-50 Old Christchurch Road, Bournemouth, Dorset, BH1 1LN.

Telephone: 0333 456 0418

Email: info@digitalcarepartnership.co.uk

TERMINATION

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

RENEWAL

Monthly 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.

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 us 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 by Elite Insurance Company Limited Registered in Gibraltar No. 91111 with a registered office at 47/48 The Sails, Queensway Quay, Queensway, Gibraltar

Elite Insurance Company Limited is licensed by the Financial Services Commission in Gibraltar under the Financial Services (Insurance Companies) Act to carry on insurance business in Gibraltar, and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request.

We are also members of the Association of British Insurers (ABI), the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme (FSCS).

The Administrator

This policy is administered by Digital Care Partnership LTD, who are an appointed representative of European Speciality Risks Limited. Registered office: 44-50 Old Christchurch Road, Bournemouth, Dorset, BH1 1LN.

European Speciality 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

Elite Insurance Company Limited is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy.

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 us or the administrator or under this policy please contact them using the contact details below quoting your policy number:

Address: Customer Support Manager, Digital Care Partnership LTD, 44-50 Old Christchurch Road, Bournemouth, Dorset, BH1 1LN

Telephone: 0333 456 0418

Email: info@digitalcarepartnership.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 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. They offer a free and independent service for resolving disputes about most financial matters and you have six months from the date of the final

have received a final response letter or eight weeks has passed since you notified your complaint.

Their contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk

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

Phone: 0800 023 4567 or 0300 123 9 123

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.

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.

DATA PROTECTION

We are governed by the Data Protection legislation applicable in both the United Kingdom and Gibraltar. Under this legislation we are required to tell you about how we will use the information that you give us, who we may share information with and the systems we have in place that allow us to detect and prevent fraudulent applications for insurance and claims.

Insurance administration

The information that you give to us will be used by us, the firm that arranged your insurance with us, and the administrator and anybody appointed by us or them for the purposes of administering your insurance or a claim, including any authorised representative or claims service provider. It may be disclosed to reinsurers and to regulatory authorities for the purposes of monitoring our or the administrator's compliance with regulatory requirements.

Where this happens we will ensure that anyone to whom we send your information agrees to treat it with the same level of protection as if we were dealing with it.

In giving the firm that arranged your insurance with us, us and the administrator information about another person, you confirm that the other person has given you permission to give the information to us, the firm that arranged your insurance with us, and the administrator and that we/they may process it (including any sensitive data – see below) for the purposes as set out in these notices.

The firm that arranged your insurance with us, we and the administrator may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). These checks may be made when you take out insurance with us or if you make a claim and the information shared with anyone acting on our behalf to administer your insurance or a claim (e.g. any authorised representative or claims service provider)

To help us to prevent fraud and to check your identity, we and the administrator may search files made available to us by credit reference agencies, who may keep a record of that search.

Sensitive data

In order to assess the terms of your insurance or to administer claims we may need to collect data that Data Protection legislation defines as sensitive (such as criminal convictions). In taking out insurance with us you are giving us your consent to such information being processed by us, the administrator, companies belonging to our group and other companies contracted by us to provide services relating to your insurance or to a claim.

On payment of a £10 fee, and provided you are an individual capable of making a subject access request, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this you can write to the Data Protection Officer at Elite Insurance Company Limited. Our UK address is shown below.

Elite Insurance Company Limited
Newton Chambers
Isaac Newton Way
Grantham
Lincolnshire
NG31 9RT

Information on products and services

We may use the details you have provided to send you information about our other products and services or to carry out research. We may contact you by letter, telephone or e-mail. Please be reassured that we will not make your personal details available to any companies other than those that are contracted by us to provide services relating to your insurance with us. If you would prefer not to receive information from us or those companies who provide services on our behalf, simply write to the administrator.

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 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.

Elite Insurance Company Limited
Newton Chambers, Newton Business Park
Isaac Newton Way, Grantham, Lincolnshire NG31 9RT
Telephone: 0345 601 1221
Email: enquiries@elite-insurance.co.uk

Licensed by the Financial Services Commission in Gibraltar under the Financial Services (Insurance Companies) Act to carry on insurance business in Gibraltar, and is authorised to operate in the UK by the Financial Conduct Authority Registration No. 446926.