

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

## SKY AND 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, Our, We or Us** 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 **us** as evidence of cover and forms part of this policy.

**Equipment** means **your** digital satellite system comprising a satellite dish, a LNB (low noise block), all connecting cables, remote control and a SKY box, SKY+ box, or SKY+ HD box or boxes as shown and **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 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 **you** equipment during the **period of cover**.

In the first instance the **administrator** will try to resolve the issues **you** are having with **you** 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 **you** equipment.

In the event that **your** equipment cannot be repaired **we** will replace **you** equipment. If **we** cannot reasonably arrange a replacement **we** will pay **you** a contribution towards the cost of replacing **you** 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 **you** 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:

- 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 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 **you** 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;
- Any fault or damage caused by any theft, attempted theft, malicious damage or damage caused by fire or explosion;
- Rust or corrosion damage to the mini-dish and the LNB
- Repairs for faults relating to a reduction in image retention on LCD screens, plasma or projection TV screens;

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 or to data or the operating system of the **equipment**.
12. Any fault or damage which is covered by any other Insurance policy.
13. 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.
14. Any damage as a result of nuclear radiation

Where an engineer is sent to repair **yourequipment** you will be liable to pay for the cost of this where no fault is found with **yourequipment**.

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 **yourequipment**;
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 **yourequipment** 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: 03334560418

Email: info@digitalcarepartnership.co.uk

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

#### 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: 03334560418

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 GX11 1AA.

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](http://www.fscs.org.uk) or by writing to:

Financial Services Compensation Scheme  
10<sup>th</sup> 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](mailto: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 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.

Their contact details are:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Email: [complaint.info@financial-ombudsman.org.uk](mailto: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**).

#### **Credit searches**

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** 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.

#### **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. Registered in Gibraltar. Company No. 91111.

Registered Office Address: 47/48 The Sails, Queensway Quay, Queensway, Gibraltar GX11 1AA.

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.