

Satellite Equipment Protection Insurance

INTRODUCTION

Satellite Equipment Protection Insurance is underwritten by Acasta European Insurance Company Limited (the **insurers**).

This document sets out the terms and conditions of Satellite Equipment Protection Insurance and together with the schedule is your plan. Please refer to the "**DEFINITIONS**" for the meaning of words in **bold print**.

The **administrator** will mail to **you** the schedule which will include **your** "policy number" and details of the **equipment** covered by **your plan**. If **you** do not receive the **schedule** within a week of the start date of **your plan** or the details need changing please contact the **administrator** without delay.

The date on which **your plan** commences is the date the **administrator** receives the first instalment of premium and will continue in force until the end of the **plan period**, provided that **your plan** is not cancelled in the meantime.

The premium instalments are payable by credit card, debit card or Direct Debit in accordance with the premium payment terms entered in the **schedule**.

Your plan entitles you to receive help and technical support from the **administrator's** telephone helpline to try and resolve any problem **you** are having with the **equipment** over the telephone.

The helpline telephone number is **0800 987 8035**.

You can contact a member of the Customer Services team on 0800 987 8035 on Monday to Friday between 09:00 to 17:00 and Saturdays & Bank Holidays (excluding Christmas Day, Boxing Day and New Year's Day) 10:00 to 16:00.

If **your equipment** is replaced, **your plan** will continue to apply to the replacement equipment.

If **you** require copies of correspondence from the **administrator** in connection with **your plan** please contact the **administrator**.

The **administrator's** contact details are

Reactive Insurance Solutions

Kingsland House,
21 Hinton Road,
Bournemouth,
Dorset,
BH1 2DE

Telephone: 0800 987 8035
Email: info@reactiveinsurance.co.uk

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COOLING OFF PERIOD AND CANCELLATION

You may cancel **your plan** at any time. To cancel **your plan you** need to contact the **administrator**.

You will receive

- 1 a full refund of the premium **you** have paid if **you** cancel **your plan** within fourteen (14) days of receiving **your plan** document (the "Cooling Off Period") or
- 2 a refund, after deduction of an administration fee of £35.00, of the part of the premium that relates to the unexpired portion of the plan period for which **you** have paid premium, if **you** cancel **your plan** after the Cooling Off Period provided that
 - a) the **administrator** has not been through the technical procedures in an attempt to resolve a problem **you** have not reported; or
 - b) **you** have not made a claim under **your plan** that involves onsite repair or replacement of the equipment payable by the **insurers** during the Cooling Off Period (if **you** cancel **your plan** during the Cooling Off Period) or less than three (3) months before **you** cancel **your plan**, (if **you** cancel **your plan** after the Cooling Off Period).

If you have a monthly policy, and outside of the fourteen (14) day cooling off period, we will require 30 days written notice to cancel.

If the **administrator** has been through the technical procedures in an attempt to resolve a problem **you** have reported or **you** have made a claim under **your plan** that involves onsite repair or replacement of the **equipment** payable by the **insurers** less than three (3) months before **you** cancel **your plan**, **you** will not receive any refund of premium.

If **you** pay the premium for **your plan** by Direct Debit, **you** must contact the **administrator** before telling **your** bank to cancel the Direct Debit instruction.

The **insurers** may cancel **your plan** for non-payment of premium, **your** failure to comply with the conditions of **your plan**, a fraudulent claim made by **you** or on **your** behalf or the use of fraudulent means to obtain any benefit under **your plan** by giving **you** notice in writing to **your** last known address. The effective date of cancellation will be immediate unless the **insurers** state otherwise in their written notice or **you** comply with any requirements stipulated by the **insurers** in their written notice as conditions for **your plan** remaining in force. **You** will not be entitled to any refund of premium if the **insurers** cancel **your plan**.

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DEFINITIONS

accidental damage	<p>damage which is inconsistent with normal usage, wear and tear and gradual deterioration in performance and which is not caused by</p> <ul style="list-style-type: none"> a) a deliberate and/ or reckless act on your part or on the part of a member of your immediate family; or b) fire, explosion or earthquake; or . c) flood, or frost; or d) theft, attempted theft or malicious damage.
administrator	Reactive Insurance Solutions Limited Registered in England Company No 6787818. FRN 538646. Whose registered office is Kingsland House, 21 Hinton road, Bournemouth, Dorset, BH1 2DE. Telephone number 0800 987 8035.
breakdown	The disruption of normal operation caused by or arising from Internal electronic, electrical or mechanical defects necessitating repair or rectification before normal operation can be resumed.
equipment	The satellite dish, LNB, box for receipt of non-terrestrial channels and associated cabling and other related equipment and accessories specified in the schedule .
immediate family	Your domestic partner, child or children and any other person permanently residing at your address and not paying commercial rent.
insurance providers	The insurers and the administrator and persons or entities appointed by the insurers or the administrator to provide goods or services in connection with the plan .
insured/ you/ your	The person named in the schedule as the "Insured".
insurers/ we/ us/ our	Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA.
plan	This document and the schedule which together form one document.

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- plan period**
- a) **Annual** — A period of twelve (12) months commencing on the **start date** with renewal thereafter for further periods of twelve (12) months or such longer period as is agreed between **you** and the **administrator**, provided that the premium due for the renewal period is paid before the renewal period commences.
 - b) **Quarterly** — A period of three (3) months commencing on the **start date** with renewal thereafter for further periods of three (3) months or such longer period as is agreed between **you** and the **administrator**, provided that the premium due for the renewal period is paid before the renewal period commences.
 - c) **Monthly** — A period of one (1) month commencing on the **start date** with renewal thereafter for further periods of one (1) month or such longer period as is agreed between **you** and the **administrator**, provided that the premium due for the renewal period is paid before the renewal period commences.
- schedule** The **schedule** attaching to this document which contains **your plan** details.
- start date** The date on which the first instalment of premium in respect of **your plan** is received by the **administrator**.

WHAT IS INSURED

1 Accidental damage

Accidental damage to the **equipment** occurring within the United Kingdom and during the **plan period**.

2 Breakdown

Breakdown of any item of **equipment** occurring within the United Kingdom and during the **plan period**.

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WHAT IS NOT INSURED

- 1 Any malfunctioning of the **equipment** or failure of the **equipment** to function normally caused by problems in the supply of electricity to **you**.
- 2 Any malfunctioning of the **equipment** or failure of the **equipment** to function of which **you** were aware or of which **you** could reasonably have been expected to be aware at the **start date**.
- 3 Any claim arising within the first 14 fourteen (14) days from the **policy start date**
- 4 The replacement of any component of the **equipment** which is intended to be replaceable, such as fuses, batteries and bulbs.
- 5 Damage to the **equipment** caused by software interface problems or the malfunctioning of any software downloaded to the hard drive of any item of **equipment**.
- 6 Use of the **equipment** in a business, trade or professional environment.
- 7 The repair or rectification of cosmetic damage, such as discolouration, staining, chipping, dents, scratches, rust or corrosion, which does not prevent the **equipment** from functioning.
- 8 The repair or replacement of **equipment** if the **equipment** has already been repaired by anyone other than the **administrator** or a person authorised by the **administrator** to carry out the repair work.
- 9 Damage to the **equipment** arising out of repair work carried out by anyone other than the **administrator** or a person authorised by the **administrator** to carry out the repair work.
- 10 Damage to property or other **equipment** or products, such as digital **televisions**, DVD players and recorders, caused by the **equipment**.
- 11 **Accidental Damage** or **breakdown** caused by
 - a) a deliberate and/ or reckless act on **your** part or on the part of a member of **your immediate family**;
 - b) incorrect or faulty installation of the **equipment** whether or not by an authorised installer of the manufacturer or supplier;
 - c) **your** failure to follow the operating instructions for the **equipment**;
 - d) accessories unless such accessories are specifically designated by the manufacturer of the **equipment** as suitable for use with the **equipment**;
 - e) modifications to the **equipment** unless such modifications were carried out by the manufacturer or an authorised agent of the manufacturer;

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- f) routine maintenance, cleaning or servicing;
 - g) fire, explosion, earthquake, flood, lightning, storm, frost, theft, attempted theft or malicious damage;
- 12 **Accidental damage** arising out of wear and tear, gradual deterioration, rust or corrosion, mildew, fungus or faulty or defective design, materials or workmanship.
 - 13 Any costs for the repair, rectification or replacement of the **equipment** that
 - a) are covered under the manufacturer's warranty or the **equipment** supplier's warranty;
 - b) relate to any defect or fault in respect of which the manufacturer has issued a recall notice.
 - 14 Call-out costs if no fault is found with your **equipment**.
 - 15 Any compensation for loss of signal or any additional costs or expenditure incurred by **you** on account of **accidental damage** to or **breakdown** of the **equipment**.
 - 16 **Accidental Damage** or **breakdown** occasioned by or in consequence of or arising out of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
 - 17 Confiscation, requisition, seizure or destruction by order of the Government or any Public Authority.

CONDITIONS

1 Care of the equipment

You and any member of **your immediate family** using or in possession of the **equipment** must take all reasonable precautions to prevent **accidental damage** or **breakdown** and to use the **equipment** in accordance with the manufacturer's instructions.

2 Transfer of insurance

You cannot transfer **your plan** to any other person without the **insurers'** prior consent.

3 Fraud

If **you** make any fraudulent claim or use fraudulent means to obtain any benefit under **your plan**, the **insurers** will reject the claim, if aware of the fraud prior to making payment, or exercise all rights for the recovery of any sums paid and appropriate redress. In such circumstances the **insurers** have the right to retain the premium.

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4 **Changes to plan terms and conditions**

If the **insurers** change the terms and conditions applicable to the **plan**, **you** will be given notice in writing by the **administrator** at least thirty (30) days before your next premium instalment is due. The changes will not affect **your plan** until the next premium instalment is due or until the following premium instalment is due if notice is given less than thirty (30) days before the premium instalment is due.

5 **Governing Law**

This insurance is governed by and construed in accordance with English law. In the event of any dispute the parties will submit to the non-exclusive jurisdiction of the courts of England and Wales.

6 **Personal representatives**

In the event of **your** death the **insurers** will provide to **your** personal representatives any benefits as would have been payable under this insurance to **you** but for **your** death.

HOW TO MAKE A CLAIM AND CLAIMS PROCEDURES

- 1 If the **equipment** fails to work normally, please call the helpline (**0800 987 8035**). The helpline operator will be a qualified technician and will attempt to resolve any problems **you** are experiencing with **your equipment** over the telephone.
- 2 If the problem cannot be resolved over the telephone, **you** will be asked to provide further details to ascertain the nature of the fault as far as possible and to verify that the problems are covered and not excluded under **your plan** in order that an onsite visit by an engineer (approved by the **administrator** on behalf of the **insurers**) can be arranged to take place during normal working hours (Monday to Friday 9 a.m. to 5 p.m. excluding public holidays). Please note that if the problem involves **breakdown** and the manufacturer's or supplier's warranty has not expired, **you** will be referred to the manufacturer or the supplier of the equipment for resolution of the problem.
- 3 The engineer will carry out repairs to the **equipment** where possible. If, however, the spare parts necessary to repair the **equipment** cannot be readily obtained or the cost of repairing the **equipment** is greater than the cost of replacing the **equipment**, the **equipment** will be replaced.

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- 4 If the repairs involve working at height, it may be necessary for the work to be referred to a special heights team and the time to complete the repairs can be longer.
- 5 The replacement **equipment** may be a fully refurbished product (without further cost to **you**) and cannot be guaranteed to be the same make, model or colour as **your** current equipment but will at least provide the same functionality.
- 6 For the avoidance of doubt **your plan** will continue to apply in respect of the replaced **equipment** until the end of your **plan period**.
- 7 On completion of the repairs or **equipment** replacement, the engineer will conduct a maintenance check to ensure that the **equipment** is left in good working order and may also realign the satellite dish if required.

PROTECTING YOUR PERSONAL DATA

We are the Data Controller for the data **you** provide to **us**. **We** need to use **your** data in order to arrange **your** insurance and associated products and for marketing purposes (please let **us** know if **you** would prefer not to receive marketing information from **us**).

You are obliged to provide information without which **we** will be unable to provide a service to **you**. **We** may pass **your** data to other organisations, such as insurers, auditors, external consultants, credit providers, banks, financial transaction processors, crime and fraud prevention agencies and databases and regulators.

We process all data in the UK but where **we** need to disclose data to parties outside the European Economic Area (EEA) **we** will take reasonable steps to ensure the privacy of **your** data. In order to protect **our** legal position, **we** will retain **your** data for a minimum of 7 years after the expiry of **your** policy.

We have a Data Protection regime in place to oversee the effective and secure processing of **your** data. **You** can request copies of the data **we** hold, have it corrected, sent to a third party or deleted (subject to **our** need to hold data for legal reasons). If **you** wish to complain about how **we** have handled **your** data, **you** can contact **us** and **we** will investigate the matter. If **you** are not satisfied with **our** response or believe **we** are processing **your** data incorrectly **you** can complain to the Information Commissioner's Office Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

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COMPLAINTS

Complaints Procedure

We seek to provide **You** with an extremely high standard of service. In the unlikely event that **You** are dissatisfied with the service provided please contact **Us** by either:

- (i) Calling Our free phone helpline number 0800 987 8035;
- (ii) Writing to **Us** at Customer Services Department, Reactive Insurance Solutions., Kingsland House, 21 Hinton Road, Bournemouth, BH1 2DE; or
- (iii) Emailing **Us** at info@reactiveinsurance.co.uk

We will acknowledge **Your** complaint within 5 business days of receiving it and do **Our** best to resolve matters within 2 weeks. If **You** are dissatisfied with the response **You** receive in relation to **Your** complaint from **Us** or **Your** complaint is not resolved within 8 weeks by **Us**, **You** have the right to refer **Your** complaint to the Financial Ombudsman Service. **You** may contact the Financial Ombudsman at: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Telephone: 0800 0234567 or 0300 1239123.

Email: info@financialombudsman.org.uk.

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

Complaints about the insurer

We aim to give **Our** customers a high standard of service at all times. If **You** are unhappy with **Our** service for any reason, initially please raise **Your** concerns with Reactive Insurance Solutions. If **Your** complaint is not resolved or **You** are unhappy with **Our** response and the course of action proposed for any reason **We** will pass **Your** complaint to: Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA.

If **You** are still dissatisfied, **You** can ask the Financial Ombudsman Service to review **Your** case. They will handle most complaints which **You** may have concerning a contract of personal insurance. There are, however, a few instances in which they are not empowered to consider complaints.

RECORDING OF TELEPHONE CALLS

All telephone calls between **you** and the **administrator** or the **insurers** may be recorded and monitored and the **administrator** and the **insurers** reserve the right to use any recordings made.

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DISCLOSURE

This Policy is underwritten by Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218) which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of Acasta's regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta on request.

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.

POLICY ADMINISTRATOR

This Policy is administered by Reactive Insurance Solutions., an Appointed Representative of Alternative Propositions Ltd. Reactive Insurance Solutions. is registered in England. Company Number: 06787818, registered office: Kingsland House, 21 Hinton Road, Bournemouth, BH1 2DE.

Alternative Propositions Ltd. Is authorised and regulated by the Financial Conduct Authority (FRN 602443). This information can be checked by visiting the FCA's website. Alternative Propositions Ltd. Is registered in England: Company Number 08253536, Registered Office: Anglia House, Carrs Road, Cheadle, SK8 2LA.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Acasta European Insurance Company Limited is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "compensation scheme"). If the **Insurers** are unable to meet their obligations under this policy an Insured Person may be entitled to compensation from the Compensation Scheme.

0800 987 8035

reactive INSURANCE SOLUTIONS

Satellite Equipment Protection Insurance

NOTES:

Web www.reactiveinsurance.co.uk Email info@reactiveinsurance.co.uk

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