

Row.co.uk – APPLIANCE INSURANCE POLICY

This policy has been arranged for you by Row.co.uk which is a trading name of BIG Warranties Limited, Richmond House, Richmond Hill, Bournemouth, Dorset, BH2 6EZ which is authorised and regulated by the Financial Conduct Authority under the Financial Services Reference Number 798998.

1. THE INSURANCE

Subject to the General Conditions, Exclusions, General Exclusions, Claims Procedure, level of cover purchased and any other terms of this insurance set out in this document together with **Your** supporting **Certificate Schedule** **You** are covered for:

Accidental Damage & Breakdown following a valid claim for any **Appliance(s)** specified in **Your Certificate Schedule**.

You are covered against the repair cost of **Your Appliance(s)** in the event of **Breakdown and Accidental Damage** whilst in **Your** possession or that of **Your Immediate Family** at **Your** address as specified in the **Certificate Schedule** during the **Period of Insurance**.

You are covered for the replacement cost of **Your Appliance(s)** when, at **Our** discretion, **Your Appliance(s)** is deemed **Beyond Economical Repair**. Where replacement **Appliance(s)** are authorised by **Us**, these may be new or reconditioned units. If **Your Appliance** is replaced and **Your** faulty equipment is not taken away, **You** will be responsible for disposing of it at **Your** own cost.

2. DEFINITIONS

The words or phrases described below shall have the following meaning wherever used in this document.

Accidental Damage

The sudden and unforeseen accidental damage to the **Appliance(s)** including liquid damage not otherwise specifically excluded from this Policy.

Administrator, Our, We or Us

Row.co.uk is a trading name of BIG Warranties Limited, Richmond House, Richmond Hill, Bournemouth, Dorset BH2 6EZ who can be contacted on 0844 318 6870 during their office hours 9.00am to 6.00pm Monday to Friday. Alternatively, they can be contacted via email at customerservices@row.co.uk or you can find all the information you need on the website www.row.co.uk.

Appliance(s)

All **Appliance(s)** must have been purchased as new from a UK VAT registered company within the last 6 years, as evidenced by a valid and relevant **Proof of Purchase**.

Your insured **Appliance(s)** details will be included within **Your Certificate Schedule**, which will be provided by the **Administrator** following purchase. The **Appliance(s)** must be in full working order at the point of application for this insurance **without having been previously repaired**. **Your Appliance** cover will cease once the Appliance is 8 years old.

Beyond Economical Repair

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

Breakdown

The actual breaking or burning out of any part of **Your Appliance(s)** whilst in ordinary use, arising from condensation, dampness, internal electronic, electrical or mechanical faults in the **Appliance(s)** causing sudden stoppage of its function and necessitating immediate repair before it can resume normal operation.

Certificate Schedule

The document (to be read in conjunction with this policy) which includes the unique details of **Your Appliance(s)** and chosen insurance cover.

Excess

The amount **You** must pay towards the cost of any claim. The **Excess** amount required is £65 for **Appliances** insured for up to £500, for **Appliances** insured for £500 and over the **Excess** is £125. If you claim within the first three months of the policy start date an additional **Excess** of £65 will apply.

Exclusion Period

The period during which, if **Your Appliance(s)** is damaged, breaks down or suffers liquid damage, **You** will not be able to claim. This period is:

- 14 days after the start date of **Your** policy
- 14 days after any change to **Your** policy in which **You** add an **Appliance(s)** to **Your** policy or replace **Your** current insured **Appliance(s)** (the **Exclusion Period** in this case applies to any **Appliance(s)** **You** add).
- 14 days after a late payment of **Your** insurance premium amount.

Should an incident occur within the **14 day Exclusion Period** **You** will not be able to make a claim during that time or at any time in the future for that circumstance or any circumstances relating to it.

Immediate Family

Your spouse or partner, children, brothers, sisters (who must be over the age of 16) and parents who permanently reside with **You** at **Your** address.

Insurer

Astrenska Insurance Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, FCA number: 202846.

Limit of Liability

The **Insurer's** maximum liability for any claim shall not exceed the maximum replacement value of **Your Appliance(s)** at the time of loss, and in any case will not exceed the maximum limit specified in **Your Certificate Schedule**.

Period of Insurance

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 **Your Certificate Schedule**.

Proof of Purchase

An original document showing the make, model and **Serial Number** of **Your Appliance(s)**, the date of purchase, that it is owned by **You** and that it was purchased as new from a UK VAT registered company.

Serial Number

The Serial Number is a unique combination of characters that identifies **Your Appliance(s)**.

Territorial Limits

The United Kingdom only excluding the Channel Islands and Isle of Man.

You/Your

The person (over the age of 18) who has purchased **Appliance** insurance as described in **Your Certificate Schedule** from the **Administrator**. **You** must be a permanent UK resident in the United Kingdom with the right to indefinite leave to remain in the UK. **We** reserve the right to request proof of residency e.g. valid UK passport or full UK birth certificate.

3. EXCLUSIONS

This Policy does not cover:

1. Specific Accidental Damage exclusions

- a) Any damage to the **Appliance** caused by or related in any way to a software virus or any other software malfunction.
- b) Any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- c) Damage caused by not taking measures that would be reasonably expected of **You** to take to prevent or mitigate **Accidental Damage** of **Your Appliance(s)**.
- d) Malicious damage.

2. Specific Breakdown exclusions

- a) Any malfunction of the **Appliance(s)** caused by or related in any way to a software virus or any other software malfunction.
- b) Any **Breakdown**:
 - i) that occurs during the manufacturer's guarantee or warranty period,
 - ii) caused by placing or using the **Appliance(s)** in a location or environment that is not in accordance with the manufacturer's instructions.

4. GENERAL EXCLUSIONS

1. Any claims made during the **Exclusion Period**. Any excesses must be paid before a claim can be processed.
2. The cost of any claims relating to a level of cover **You** have not purchased.
3. **Accidental Damage** whilst the **Appliance(s)** is in the possession of any third party other than **Your Immediate Family** at **Your** address as shown in **Your Certificate Schedule**.
4. Any incident arising from abuse, misuse or neglect.
5. **Accidental Damage or Breakdown** to any additional equipment or accessories.
6. Cosmetic damage which includes but is not limited to wear and tear or gradual deterioration, corrosion, rust, dust or change in temperature, gradually developing defects, cracks, flaws or fractures, scratching, chipping, abrasion, change of colour, texture or finish.
7. Routine maintenance, adjustment, modification or servicing.
8. The VAT element of any claim if **You** are VAT registered.
9. Any other costs that are indirectly caused by the event which led to **Your** claim, unless specifically stated in this policy.
10. Any legal liability directly or indirectly caused by or contributed to or arising from:
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
11. Any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, terrorism, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

12. A claim where **You** or **Your Immediate Family** cannot confirm the circumstances of the claim to **Our** satisfaction or where **We** identify fraudulent behaviour.
13. Any claims for **Appliance(s)** purchased from an online auction site or online market place unless **You** provide a receipt as new from a UK VAT registered company.
14. A claim resulting from the failure of any microchip, software, electrical or computer equipment, micro-controller, accessories or associated equipment to correctly recognise and process any calendar date or time.
15. Any **Appliance** that was not in full working order upon purchase of this policy and without having been previously repaired.
16. Any claim submitted by **You** where the make, model, specification, and/or **Serial Number** differs from those details provided by **You** when **You** purchased **Your** Policy.
17. Theft or Loss of **Your Appliance**.
18. Commercial **Appliances** or domestic **Appliances** in a commercial environment e.g. a bed and breakfast establishment.
19. Any cost of fitting a replacement **Appliance** that requires modifying of any cupboards or storage unit and/or work surface where the **Appliance** is integrated into the units and has become obsolete.
20. Transportation costs, delivery costs in excess of £50 and installation of a new **Appliance** or reinstallation of the original **Appliance**.
21. Any corrosion, denting, blockages or scratching of the **Appliance**.
22. Any realignment or re-sighting of satellite dishes.
23. All costs incurred where no **Breakdown** has been found.
24. Any breakdown, damage or malfunctions of the **Appliance** that have previously been repaired prior to this insurance application.
25. Any costs arising from waiting for a courier or engineer or rearranging missed appointments with couriers or engineers.
26. Faults resulting from **You** failing to follow the operating and maintenance instructions of **Your Appliance** as per the manufacturers guidelines.
27. Faults that arise from **Your Appliance** being tampered with by an unauthorised person or a non-manufacturer approved engineer.
28. Any damage that happens after the incident occurred due to the continued use of the **Appliance**.
29. Any **Appliance** being moved or in transport.

5. FORCE MAJEURE

If **We** are prevented from providing services under this Policy as a result of an unusual or unforeseeable 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.

6. GENERAL CONDITIONS

Cover

1. Cover may terminate immediately if **Your** monthly premium has not been paid to the **Administrator** as detailed in **Your** Certificate Schedule.
2. Cover is limited to three claims per policy year and not exceeding the maximum claim limit for each **Appliance** insured.
3. If **You** are paying for monthly cover and make a claim **You** will be required to pay the premium for a minimum term of 12 months in advance before **We** can authorise a claim. The remaining premium must be received within 30 days of the claim date. If **You** have added an **Appliance(s)** to **Your Policy** part way through **Your** policy and **You** make a claim for that **Appliance(s)**, **You** will be required to pay a full 12 months cover for that **Appliance(s)**.
4. **We** may change the terms and conditions of the **Policy** and or the premium. **We** will give **You** 30 day's written notice via email of any changes.
5. If an engineer is called out and no fault is found we reserve the right to charge an administration fee of £30 as well as the cost of the engineer call out fee.

Original Documents

6. Original documents must be provided in all cases. **We will not** accept handwritten receipts or documents not on headed paper. **We will not** accept forwarded emails or documents that appear to have been modified in any way. **We** reserve the right to verify any documentation supplied to **Us**.
7. If no fault is found with **Your Appliance** **You** may be liable for all claim costs.

Cancellation

In addition to **Your** statutory rights, **You** may cancel this insurance at any time by giving notice of cancellation, in writing to the **Administrator**. Cover will terminate immediately on receipt of **Your** written notice of cancellation. For Policies paid on a monthly basis there will be no refund of premium. For Policies paid annually a pro rata return premium will be given less an administration charge of £30. If **You** have made a claim no refund will be due.

The **Insurer** reserves the right to cancel this Insurance by giving 30 days written notice to **You** and giving a pro rata return premium. If **You** want to cancel and **You** are paying by Direct Debit, **We** require seven calendar day's written notice otherwise **We** may attempt to take the premium due and cannot be held responsible for any bank charges incurred.

If **You** make a claim within 14 days of the Policy start date, **We** reserve the right to cancel **Your** policy with immediate effect. **We** will retain any premiums paid to assist with costs involved with **Your** claim.

Replacement Appliances

Should **You** replace **Your Appliance(s)** with a new **Appliance(s)** the **Insurer** may consider transferring the benefit of the insurance, providing **Your** new **Appliance(s)** remains within the same price banding. **You** must advise the **Administrator** of the make, model and **Serial Number** of the new **Appliance(s)**. The benefit will be transferred from the date confirmed by the **Administrator**.

Fraud

We operate a zero tolerance policy on fraud to ensure **Our** honest policyholders can benefit from lower premiums. If **You** or anyone acting on **Your** behalf makes a fraudulent or false claim **You** will forfeit all rights under this policy. **We** reserve the right to retain all premiums paid and recover any costs incurred as a result of any false or fraudulent claim. **Your** details may also be shared with the police and other insurers.

Claims

In the event of a claim **You** must comply with the required timelines specified in the Claims Procedure below. **Your** monthly or annual premium must have been received at the time of claiming. Any excesses must be paid before a claim can be processed. Failure to observe the claims procedures may invalidate **Your** claim.

7. 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 Appliance(s)** until the claim is resolved.

All Claims

You must notify the **Administrator** via the online portal (www.row.co.uk/login) within **10 working days of discovering the incident**. The **Administrator's** office hours are 9.00am to 6.00pm Monday to Friday, 10am to 4pm Saturday.

Your claim may be invalidated if **You** do not supply any requested documents **We** asked for at the inception of **Your** policy and no refund will be given.

You must complete the online claims form fully and submit it in accordance with the **Administrator's** instructions, and in any event within 30 days of notifying the claim incident together with any requested supporting documentation (original documents only), **Serial Number** (where applicable), **pay the Excess** and remaining premium for **Your** policy if **You** are paying on a monthly basis. Any claims forms that are not submitted within 30 days of the incident will be withdrawn and **You** will be required to submit a new claim.

The **Administrator** will assess **Your** claim, and providing **Your** claim is valid, will authorise the repair or replacement of the **Appliance(s)** as appropriate.

We reserve the right to speak to any party that may be relevant to the claim, the owner of the **Appliance** or the policyholder. If this is not possible without mitigating circumstances then this may invalidate your claim.

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

In the event that **Your Appliance(s)** cannot be repaired or is **Beyond Economic Repair** **We** will, at **Our** discretion, replace **Your Appliance(s)** with a new or reconditioned **Appliance(s)** of the same or similar make and specification, which may not be compatible with any specialist equipment **You** may have, or offer **You** a cash settlement in line with the current market value of **Your Appliance(s)** **subject to the maximum limit specified in **Your** Certificate Schedule.**

If **You** make a claim and the **Appliance** sum insured is not equivalent or more than the value as shown on **Your Proof of Purchase**, **We** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium, which has arisen as a result of the shortfall in the sum insured. For example, if the premium **You** have paid for **Your Appliance** is equal to 75% of what **Your** premium would have been if **Your Appliance** sum insured was enough to repair or replace your **Appliance**, then **We** will pay up to 75% of any claim made by **You**.

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 **Your** insured **Appliance** was over the age of 6 years at the time of application, **You** are not a permanent UK resident or **You** (the insured) are not over the age of 18.

8. YOUR STATUTORY RIGHT OF CANCELLATION

You have a right to cancel this insurance by giving notice of cancellation within 14 days of the receipt of Confirmation of Insurance Cover to the **Administrator** in writing at Row.co.uk, Richmond House, Richmond Hill, Bournemouth, Dorset BH2 6EZ quoting **Your** Telephone number. Provided no claim has been made a full refund of Premium paid by **You** will be given. If **You** do not exercise this right to cancel then **Your** rights and those of the **Insurer** to cancel this insurance cover afterwards are set out in Section 6 (GENERAL CONDITIONS).

9. 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.

Call Us: 0203 4119409
Email Us: complaints@row.co.uk
Write to Us: Row.co.uk, Richmond House, Richmond Hill, Bournemouth, Dorset, BH2 6EZ.

We will acknowledge the complaint promptly and do Our best to resolve matters within 2 weeks.

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

Complaints, Astrenska Insurance Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN. Email: complaints@astrenska.com

If You are dissatisfied with their response 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.

10. GENERAL INFORMATION

Insurer Information

This policy is underwritten by Astrenska Insurance Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, FCA number: 202846.

Policy Administrator

Your policy is administered by Row.co.uk which is a trading name of BIG Warranties Limited. BIG Warranties Limited is authorised and regulated by the Financial Conduct Authority under Financial Services Register Number 798998. This information can be checked by visiting the Financial Conduct Authority website at www.fca.org.uk.

BIG Warranties Limited is registered in England: company number: 07002567. Registered office: Suite 5 & 6, Richmond House, Richmond Hill, Bournemouth, Dorset, BH2 6EZ

Compensation Scheme

Astrenska Insurance Limited is covered 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.

11. DATA PROTECTION

PLEASE READ this notice and our Privacy Policy as it explains the purposes for which the Insurer or We will use Your personal information.

Each of the Insurer and Us is a data controller 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.

We and the Insurer 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 or Our instructions (as applicable) and will only use information as the Insurer or We tells them to.

We or the Insurer may disclose Your personal information to third parties (including to the police, other governmental bodies and other insurers) as required by law or if We or the Insurer 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 or We hold about. If You find at any time that any of the information the Insurer or We hold about You is incorrect then You should promptly notify the Insurer or Us and the Insurer or We (as appropriate) will correct the inaccuracy.

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

Data Protection Officer, Astrenska Insurance Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN. Email: data.protection@astrenska.com.

Row.co.uk, Richmond House, Richmond Hill, Bournemouth, Dorset, BH2 6EZ.

Telephone: 0844 3186870.

Email: customerservices@row.co.uk

12. 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 express consent of the Insurer or its agent, acting on its behalf.

13. 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.

14. 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.