Row.co.uk – GADGET INSURANCE POLICY

This policy has been arranged for you by BIG Warranties Limited, Richmond House, Richmond Hill, Bournemouth, Dorset.BH2 6EZ an Appointed Representative of Commercial and General limited which is authorised and regulated by the Financial Conduct Authority under the Financial Services Reference Number 300001.

<u>1. THE INSURANCE</u>

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

Theft, Loss, Accidental Damage, Breakdown and Unauthorised Call Charges following a valid Theft claim for any Gadget(s) specified in Your Certificate Schedule.

You are covered against the repair cost of Your Gadget in the event of Breakdown, Theft, Loss or Accidental Damage whilst in Your possession or that of Your Immediate Family during the Period of Insurance.

You are covered for the replacement cost of Your Gadget when, at Our discretion, Your Gadget is deemed Beyond Economical Repair. Where replacement Gadgets are authorised by Us, these may be new or reconditioned units.

Where parts of **Your Gadget** are stolen, those parts will be replaced. **You** are also covered for **Gadgets** with airtime capability, for **Unauthorised Call Charges** for up to a period of 24 hours after a valid **Theft** claim to a maximum of £1,000 including VAT as confirmed and verified by your network provider. **You** will always be asked to provide evidence of this in the form of the **original documentation**.

2. DEFINITIONS

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

Accessories

Items such as, but not limited to, chargers, protective cases and headphones, but excluding the SIM card and wearable's such as smart watches and other wearable technology. Accessories are covered up to the maximum limit of £100 including VAT.

Accidental Damage

The sudden and unforeseen accidental damage to the **Gadget** 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, 10am to 4pm Saturday. Alternatively, they can be contacted via email at customerservices@row.co.uk

Authorised Person

A Director or full-time or part-time employee who is issued with a **Gadget** as part of their employment, and is employed by **You** under a contract of employment.

Beyond Economic Repair

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

Breakdown

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

Core Purpose

A Mobile Phone's intended purpose under this policy is defined as making telephone calls, sending or receiving texts and data usage as detailed within **Your** contract, which is confirmed by **Your** network provider. The core purpose relates to the actual handset insured under the Policy and not the SIM card.

Certificate Schedule

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

Excess

The amount You must pay towards the cost of any claim. The Excess amount required is as follows:

£25 for all Gadgets with cover amount of £200 or less

£50 for all **Gadgets** with cover amount of more than £200

£75 for laptops

An additional £25 excess will be applied for each of the following:

Loss or Theft

International Claims Claims within the first three months of the policy start date.

Exclusion Period

The period during which, if **Your Gadget** is stolen, lost, 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 a Gadget to Your policy or replace Your current insured Gadget the Exclusion Period applies to the Gadget 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. The **Gadget**, designed to be used solely with its own integral power source excluding Accessories and car kits. All **Gadgets** must have been purchased as new from a UK VAT registered company within the last 12 months, as evidenced by the relevant Proof of Purchase.

Your insured Gadget details will be included within Your Certificate Schedule which will be provided by the Administrator following purchase. Gadgets insured without SIM or PCMCIA card capability are not subject to specific exclusions that include the use of them. The Gadget must be in full working order at the point of application for this insurance without having been previously repaired.

Serial/IMEI Number

The International Mobile Equipment Identity Number (IMEI), which is the unique identification number that will be used to identify **Your Gadget** where it has airtime capability. The Serial Number is a unique combination of characters that identifies **Your Gadget. You** must submit this information within 7 days of **Your** policy application date or it will affect **Your** ability to claim.

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

Qudos Insurance A/S. Qudos Insurance A/S is authorised and regulated by Finanstilsynet (The Danish FSA); Danish FSA number 53112. As an insurance company authorised within the European Union, Qudos Insurance A/S is permitted to conduct business in the United Kingdom and is authorised and subject to limited regulation by the Financial Conduct Authority FCA. **You** can check this by visiting the FCA website. Qudos Insurance A/C is registered in Denmark; company number 33956967, registered office, Kongevejen 371, DK 2840 Holte, Denmark.

Limit of Liability

The **Insurer's** maximum liability for any claim shall not exceed the maximum replacement value of **Your Gadget** at the time of loss, and in any case will not exceed the maximum limit specified in **Your Certificate Schedule**. In respect of **Unauthorised Call Charges**, the limit shall be £1,000 inclusive of VAT.

For Accessories the maximum amount you can claim is £100.

The Number of claims covered is limited to three per policy year with no more than one per policy year from each of the cover categories (i) Theft and/or Loss (ii) Accidental Damage and (iii) Breakdown.

Loss

The disappearance of **Your Gadget** in circumstances that do not involve **Theft** and its whereabouts remain unknown.

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**.

Original Documents

Original documents must be provided in all cases. We <u>cannot</u> accept handwritten receipts or documents not on headed paper. We <u>cannot</u> 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.

Proof of Purchase

An <u>original</u> document showing the make, model and IMEI (in the case of phones)/Serial **number** of **Your Gadget**, the date of purchase, that it is owned by **You** and that it was purchased from a UK VAT registered company.

Territorial Limits

The United Kingdom only although cover is extended worldwide for a maximum of 90 days in any one year.

Theft

The unauthorised dishonest appropriation or attempted appropriation of **Your Gadget** by another person with the intention of permanently depriving **You** or **Your** Immediate Family, or any Authorised Person of it. **In all cases of Theft We will require evidence of the time and date it was reported to the police as well as the police station attended and the name/badge no. of the officer dealing with the case/report.**

Unattended

Where reasonable precautions have not been taken by **You**. Examples include but are not limited to:

Leaving Your Gadget in sight of others but not You in a public place. Leaving Your Gadget out of arms reach even if Your Gadget is in a handbag, rucksack or other baggage.

Unauthorised Calls

The cost of calls, messages and downloads and uploads made from **Your Gadget** with airtime capability, whilst not barred by the airtime provider within 24 hours of discovery of the **Theft** of **Your Gadget** occurring provided **Your** claim for **Theft** is valid. **We** will require confirmation and verification from **Your** network provider. **You** will always be asked to provide evidence of this in the form of <u>original documentation</u>.

You/Your

The person (over the age of 18), company or partnership who has purchased **Gadget** insurance as described in **Your** Certificate of Insurance from the **Administrator**. **You** must be a permanent UK resident in the United Kingdom. We reserve the right to request proof of residency e.g. valid UK passport or driving licence.

3. EXCLUSIONS

This Policy does not cover:

1. Specific Theft and/or Loss exclusions:

In all cases of Theft We will require evidence of the time and date it was reported to the police as well as the police station attended and the name/badge no. of the officer dealing with the case/report.

a) the **Theft** of **Your Gadget** whilst kept in an **Unattended** motor vehicle UNLESS the vehicle is locked and all protections are in operation and the **Gadget** is concealed in a locked glove box (all vehicles) or the boot of the vehicle (saloon cars), under the rear parcel shelf (hatchback cars and 4x4 vehicles) or in the spare wheel compartment (estate cars) so that forced entry into the car is required. A copy of the repairer's account for such damage to the vehicle must be supplied with any claim. **Theft** from side pockets and any other interior space of the vehicle other than those specified will not be covered;

b) Theft or loss from any commercially registered vehicle;

c) **Theft** or loss whilst left on the exterior of any motor vehicle such as but not limited to roof, bonnet or boot;

d) **Theft** from any property, place or premises unless such **Theft** has occurred through forced entry or exit;

e) **Theft** whilst in any form of public transport or public place UNLESS the **Gadget** is taken by actual or threatened force;

f) Theft or Loss where the Gadget has been left Unattended

g) **Theft** or Loss of the SIM other than in respect of a valid claim where **Your** card was stolen or lost with the **Gadget**.

h) Loss which has occurred within the Policyholders, Authorised Persons or Immediate Family's home(s).

2. Specific Accidental Damage exclusions

a) Any damage to the **Gadget** 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) Any damage resultant from **Your** leaving **Your Gadget** on the exterior of any motor vehicle such as but not limited to roof, bonnet or boot;

d) All measures that would be reasonably expected of **You** to take to prevent or mitigate **Accidental Damage** of **Your Gadget**, such as carrying multiple items in one hand, using **Your Gadget** in the bath or using a games console controller without using provided straps/restraints (as recommended by the manufacturer).

Proof of Repair

In all cases where **You** have indicated that the **Gadget** had been repaired previously, **We** will require **original proof of repair** from the phone repair company. **We** reserve the right to verify any and all repairs undertaken.

3. Specific Breakdown exclusions

a) Any malfunction of the **Gadget** 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 **Gadget** 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**. 2. The cost of any Claims relating to a level of cover **You** have not purchased

3. Theft, Loss, Accidental Damage or Unauthorised Call Charges whilst the Gadget is in the possession of any third party with Your explicit consent other than Your Immediate Family or Authorised Person.

4. Any incident arising from abuse, misuse or neglect;

5. Theft, Loss, Accidental Damage or Breakdown to Accessories which are not attached to your Gadget at the time of the incident.

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, Authorised Persons or Immediate Family** cannot confirm the circumstances of the claim to **Our** satisfaction or where **We** identify fraudulent behaviour.

13. Any claim where the **Gadget** has not been used for its Core Purpose since the start of **Your** Policy which will be verified by **Your** network provider.

 Any claims for a Gadget purchased from an online auction site or online market place unless You provide a receipt as new from a UK VAT registered company.
 The cost of replacing any stored data or software including but not limited to songs, personalised ringtones, pictures, films, graphics or applications. 16. 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.

17. Reconnection costs or subscription fees of any sort.

18. Any **Gadget** that was not in full working order upon purchase of this policy.

19. A repair or replacement if the **Gadget** and/or SIM card was blocked by **Your** network or service provider at the time of the incident claimed for.

20. If a SIM card registered to **You** was not in **Your Gadget** at the time of the incident. 21. Any claim submitted by **You** where the make, model, storage capacity, and/or

IMEI/Serial number differs from those details provided by You when You purchased Your policy.

22. Failure to observe the claims procedures may invalidate Your claim.

23. Any Accessories unless a valid Gadget claim has been approved by Us for Theft, Loss or Accidental Damage of Your Gadget where the Accessories are stolen, lost or damaged at the same time as Your Gadget.

24. Repairs for faults relating to a reduction in image retention on LCD, plasma or projection TV screens.

25. Pixilation, gas discharge, re-gassing or image burn on any TV surface or screen. Pixilation means the failure of either a liquid crystal screen (LCD) or a plasma screen pixel to react to the signal applied to it.

5. FORCE MAJEURE

If **We** are prevented from providing services under this Policy as a result of an unusual or foreseeable 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 in advance to the **Administrator** as detailed in **Your Certificate Schedule**.

2. Cover is limited to three claims per policy year with no more than one per policy year from each of the cover categories (i) **Theft** and/or Loss (ii) **Accidental Damage** and (iii) **Breakdown.**

3. If You are paying in monthly instalments and make a claim You will be required to pay the premium for the 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.
4. Any excesses must be paid before a claim can be processed.

5. 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.

6. If **You** subsequently find **Your Gadget** and/or it's **Accessories** after a successful Loss

or Theft claim You must return Your Gadget to Us within 7 calendar days.

7. If no fault is found with Your Gadget 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 £15. 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 or for a lost/stolen **Gadget** and **Your** claim is declined/withdrawn, **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.

Transferring Cover Should **You** replace **Your Gadget** with a new **Gadget** the **Insurer** may consider transferring the benefit of the insurance, providing **Your** new handset remains within the same price banding. **You** must advise the **Administrator** of the make, model IMEI number (where applicable) and storage capacity of the new **Gadget**. 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.

Where a stolen or lost **Gadget** is recovered after a valid claim has been processed this will be considered the property of the **Insurer** and must immediately be returned via the **Administrator**. **Your** monthly or annual premium must have been received at the time of claiming.

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.

Important: If You, Your Immediate Family or an Authorised Peron or an Authorised Person's Immediate Family are not in possession of Your Gadget You should contact Your airtime provider within 24 hours of discovering the incident to place a call bar on the Gadget.

Theft and Loss Claims

You must notify the Administrator via the online portal (www.row.co.uk/login) within 2 working days of discovering the incident (or in the event of an incident occurring outside of the United Kingdom, within 2 working days of returning to the United Kingdom).

Notify the appropriate local Police authority within 24 hours of discovering the incident and obtain a Crime Reference/Lost Property number and a copy of the Police Crime or Loss report. Lost Property numbers are not acceptable in support of a **Theft** claim. The police report must be sent to **Us** at **Our** request, failure to submit this whether or not provided by the police may lead to **Your** claim being invalidated.

Frequently, **Gadgets** are found at the place they were initially lost at/stolen from. We require **You** to report **Your Gadget** as lost or stolen to the place **You** think it has been lost or stolen from. We may ask for details of where **You** lost your **Gadget** or had it stolen from and any and all actions taken by **You** in order to recover your **Gadget**.

You must inform Us of every available avenue to pursue a theft/loss claim e.g. CCTV, witness statements. Failure to inform Us or pursue possible evidence to support Your claim, or if evidence does not support Your submitted claim details, it may result in Your claim being withdrawal or declined and Your policy may be cancelled immediately with no refund in premiums paid. Where possible, in the event of theft, if the perpetrator is known to You or caught, You agree to co-operate with the police, Us and the Insurer to prosecute any person involved in the theft.

Accidental Damage & Breakdown Claims

You must notify the Administrator on 08443186871 within 10 working days of discovering the incident (or in the event of an incident occurring outside of the United Kingdom, within 10 working days of returning to the United Kingdom). You must keep all parts of Your Gadget and return it for inspection in accordance with the Administrator's instructions. The Gadget remains Your responsibility until it has been received by the Administrator.

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) including: Police Crime Reference/Lost Property Number (where applicable), proof of violent and forcible entry, the IMEI/Serial Number (where applicable), details regarding any Unauthorised Call Charges (where applicable) or any other requested documentation. You must also 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, replace or contribute to the cost of replacing the Gadget and its Accessories as appropriate subject to the maximum limit specified in Your Certificate Schedule or for Accessories £100. Please ensure that You save any data that You wish to have access to before You send Your Gadget to Us. We will erase all data stored on Your Gadget prior to inspection to ensure Your privacy is respected and We comply with Data Protection legislation.

If **Your** existing **Accessories** are not compatible with the replacement equipment **We** have provided then **We** will cover the cost of replacing the **Accessories**, up to £100 including VAT, on production of **Your** original purchase receipt for these from a UK VAT registered company.

This policy offers replacement only, not replacement as new. Damaged **Gadgets**, parts and materials replaced by Us shall become the property of the insurer.

If You make a claim and the Gadget 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 Gadget** is equal to 75% of what **Your** premium would have been if **Your Gadget** sum insured was enough to repair or replace your **Gadget**, 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 **Gadget** was over the age of 12 months at the time of application, **You** are not a permanent UK resident or **You** (the insured) are not over the age of 18.

If **We** provide **You** with a repaired or replacement Gadget and it is damaged on arrival **You** need to inform **Us** via email or phone with 48 hours of delivery.

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 Our principal using the contact details below quoting Your policy number.

Commercial and General Limited, Kestrel House, 111 Heath Road, Twickenham, TW1 4AF Tel: 0203 7404431

Email: info@comandgen.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

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

10. GENERAL INFORMATION

Insurer Information

This policy is underwritten by Qudos Insurance A/S, Kongevejen 371 DK-2840 Holte, Denmark

Policy Administrator

Your policy is administered by Row.co.uk which is a trading name of BIG Warranties Limited. BIG Warranties Limited is an Appointed Representative of Commercial and General Ltd, which is authorised and regulated by the Financial Conduct Authority.

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

Principal Information

Commercial and General Ltd is authorised and regulated by the Financial Conduct Authority and entered on the Financial Services Register Number 300001. This information can be checked by visiting the Financial Conduct Authority website at www.fca.org.uk.

Compensation Scheme

Qudos Insurance A/S is covered under the Forsikrings Garantifond and this is **Your** first point of claim for financial compensation in the event of any financial failure of the **Insurer**. Cover also exists 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 90% of the total claim will be met (100% if the insurance is legally compulsory).

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 Hous

11. DATA PROTECTION

PLEASE READ this notice as it explains the purposes for which the **Insurer**, Commercial and General or **We** will use **Your** personal information.

Each of the **Insurer**, Commercial and General and **Us** is a data controller (as defined in the Data Protection Act 1998) 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.

Each of the **Insurer**, Commercial and General and Us 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**, Commercial and General's or **Our** instructions (as applicable) and will only use information as the **Insurer**, Commercial and General or **We** tells them to.

The **Insurer**, Commercial and General and **We** may disclose **Your** personal information to third parties (including to the police, other governmental bodies and other insurers) as required by law or if the **Insurer**, Commercial and General or **We** 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**, Commercial and General or **We** hold about **You** (for which the **Insurer**, Commercial and General or **We** may charge a small fee). If **You** find at any time that any of the information the **Insurer**, Commercial and General or **We** hold about **You** is incorrect then **You** should promptly notify the **Insurer**, Commercial and General or **Us** and the **Insurer**, Commercial and General or **We** not should promptly notify the **Insurer**, Commercial and General or **Us** and the **Insurer**, Commercial and General or **We** (as appropriate) will correct the inaccuracy.

You can contact the **Insurer**, Commercial and General or Us about privacy issues or comment or complain about the **Insurer's**, Commercial and General's or **Our** privacy practices by contacting:

Qudos Insurance A/S, Kongevejen 371, 2840 Holte, Denmark. Telephone 00 45 31 26 5550. Email: info@qudosinsurance.dk.

Commercial and General Ltd of Kestrel House, 111 Heath Road, Twickenham, TW1 4AF. Telephone: 02037404431 Email info@comandgen.com

BIG Warranties Limited, Richmond House, Richmond Hill, Bournemouth, Dorset, BH2 6EZ. Telephone: 0800 7797444. Email: customerservices@bigwarranties.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.