



Get your ducks in a row



Your Gadget Cover Terms and Conditions



WELCOME TO ROW GADGET TERMS AND CONDITIONS

Thank you for taking out a policy with us. In this booklet you will find out all of the terms and conditions regarding our gadget policy.

Please read through this carefully as it contains important information about the policy terms and conditions, claims policy, Important Contact Information and your Cancellation Rights.

Yours sincerely,

Richard Waters

USEFUL CONTACT NUMBERS

Customer Service

0203 411 9409

FOR MORE
INFORMATION ON
OUR OPENING HOURS
PLEASE CHECK ONLINE

To Make a claim visit:

www.row.co.uk/claims



Get your ducks in a row

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This policy has been arranged for you by Row.co.uk which is a trading name of BIG Warranties Limited, Enterprise House, 21 Oxford Road, Bournemouth, Dorset, BH8 8EY 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, 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. If you do not look after **Your Gadget** We may not pay Your claim. 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 48 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, Enterprise House, 21 Oxford Road, Bournemouth, Dorset, BH8 8EY who can be contacted on 0203 411 9409 during their office hours 9.00am to 5.30pm Monday to Friday. You can find all the information you need on the website www.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:

£40 for all **Gadgets** with cover amount of £200 or less
£75 for all **Gadgets** with cover amount of more than £200
£80 for laptops

An additional £30 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.

2. DEFINITIONS

Gadget

The **Gadget**, designed to be used solely with its own integral power source excluding Accessories and car kits. TV's are also classified as **Gadgets** for the purpose of this product. 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

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 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. **Policyholders are entitled to unlimited accidental damage claims for each policy period. The Number of claims for theft or loss is limited to one per policy period.**

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. 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.

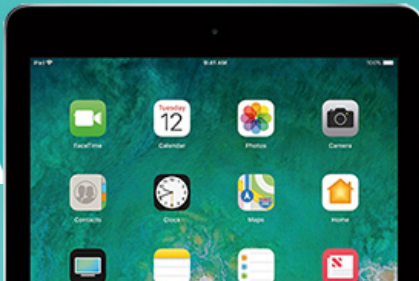
Monthly and Annual premiums, which are inclusive of insurance premium tax, will be collected by the **Administrator** via Direct Debit or Debit/Credit Card. This insurance may be terminated immediately if the **Insurer** does not receive **Your** premium when due.

Original Documents

Original documents must be provided in all cases. **We cannot** accept handwritten receipts or documents not on headed paper. **We cannot** 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 **original** 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.**

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 48 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 **original documentation.**

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.

- 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 unless you are travelling as a fare paying passenger;
- 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 unattended property, place or premises unless such Theft has occurred through forced entry or exit;
- e) **Theft** or Loss where the Gadget has been left Unattended
- f) **Theft** or Loss of the SIM other than in respect of a valid claim where Your card was stolen or lost with the Gadget.
- g) 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 (excluding TV's);
 - 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, neglect or deliberate act by **You**;
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 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.
14. 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 company¹⁵.
15. 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.



4. GENERAL EXCLUSIONS

22. 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**.
23. Repairs for faults relating to a reduction in image retention on LCD, plasma or projection TV screens.
24. 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.
25. Accidental damage or water damage for TV's.
26. Faults resulting from You failing to follow the operating and maintenance instructions of Your Gadget as per the manufacturers guidelines.
27. Faults that arise from Your Gadget 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 Your Gadget.
29. Gadgets in transit where **You** have not protected the Gadget to a safe standard e.g. covered in fitted bubble wrap within a cardboard container where the Gadget is not loose.
30. Any claim arising from **You** being under the influence of alcohol or drugs (unless prescribed by a medical practitioner), alcoholism or other alcohol related illnesses, drug addiction or solvent abuse at the time of the **Theft, Loss or Accidental Damage**.

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, or major adverse weather conditions.

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 one claim for **Theft** or **Loss** per policy year and unlimited claims are allowed for **Accidental Damage** and/or **Breakdown** per policy year.
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 paid or a replacement **Gadget** provided to **You**.

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.

8. If **Your Gadget** is linked to an Apple ID we will not be able to despatch the repaired handset or a replacement before **You** have removed the Apple ID from the **Gadget**.

9. TV Proof of Purchase must be in Your name or that of an Immediate Family member. We may ask for detailed proof of Your Immediate Family members such as a birth certificate, marriage certificate or other relevant document of Our choosing.

Cancellation

In addition to Your statutory rights, You may cancel this insurance at any time by giving notice of cancellation 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 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 Person** or an **Authorised Person's Immediate Family** are not in possession of **Your Gadget** that has airtime capability **You** should contact **Your** airtime provider within 48 hours of discovering the incident to place a call bar on the **Gadget**.

All Claims

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

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

Theft and Loss Claims

You must notify the Administrator via the online portal (www.row.co.uk/login) within 5 days of discovering the incident (or in the event of an incident occurring outside of the United Kingdom, within 5 days of returning to the United Kingdom).

Notify the appropriate local Police authority within 48 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.

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 provide us with all known details that may help **Us** to pursue a theft or loss claim e.g. CCTV, witness statements etc. Failure to inform **Us** or pursue possible evidence to support **Your** claim, or if evidence does not support **Your** submitted claim details, may result in **Your** claim being withdrawal or declined. 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 0203 411 9409 within 28 days of discovering the incident (or in the event of an incident occurring outside of the United Kingdom, within 28 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. If **You** are unable to complete a claims form online **You** must notify **Us** in writing or by telephone within 30 days of notifying the claim incident **You** must also pay the excess and will be liable for any 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 up 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 from the day of purchase or the day on which **You** receive **Your** policy documentation to the Administrator in writing at Row.co.uk, Enterprise House, 21 Oxford Road, Bournemouth, Dorset, BH8 8EY 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 Enterprise House, 21 Oxford Road, Bournemouth, Dorset, BH8 8EY.

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

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: Enterprise House, 21 Oxford Road, Bournemouth, Dorset, BH8 8EY.

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 as well as 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.

BIG Warranties Ltd Privacy Notice

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

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 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 We hold about. If You find at any time that any of the information We hold about You is incorrect then You should promptly notify Us and We (as appropriate) will correct the inaccuracy.

You can contact Us about privacy issues or comment or complain about Our privacy practices. You can write to us at: Data Protection, BIG Warranties, Enterprise House, 21 Oxford Road, Bournemouth, Dorset, BH8 8EY.

To view our full privacy notice, you can go to <https://www.bigwarranties.co.uk> or You can also write to us at: Data Protection, BIG Warranties, Enterprise House, 21 Oxford Road, Bournemouth, Dorset, BH8 8EY.

Astrenska Insurance Limited Privacy Notice
As a data controller, we collect and process information about you so that we can provide you with the products and services you have requested. We also receive personal information from your agent on a regular basis while your policy is still live. This will include your name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to you
- Issue you this insurance policy
- deal with any claims or requests for assistance that you may have
- service your policy (including claims and policy administration, payments, and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled or treated as if it never existed
- Protect our legitimate interests

In order to administer your policy and deal with any claims, your information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that your information remains safe and secure.

We will not share your information with anyone else unless you agree to this, or we are required to do this by our regulators (e.g., the Financial Conduct Authority) or other authorities.

The personal information we have collected from you will be shared with fraud prevention agencies and databases who will use it to prevent and

money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies and databases, and your data protection rights, can be found by visiting <https://cifas.org.uk/fpn> and <https://insurancefraudbureau.org/privacy-policy>

Processing your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that you have with us
- is in the public or your vital interest: or
- for our legitimate business interests
- If we are not able to rely on the above, we will ask for your consent to process your data.

How we store and protect your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process your personal information during the period of insurance and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that you have given us.

How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please contact us by email or letter as shown below:

Email address: data.protection@collinsongroup.com

Postal Address: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service or refuse to give you this information if your request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

If you wish to make a complaint about the use of your personal information, please contact our

Complaints manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/z>



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.



Get your ducks in a row

Customer Service

0203 411 9409

Row.co.uk

Enterprise House, 21 Oxford Road,
Bournemouth, Dorset, BH8 8EY

