



bigwarranties



01.01.2024

BIG Warranties

Appliance Insurance Policy

WELCOME TO BIG WARRANTIES APPLIANCE TERMS AND **CONDITIONS**

This insurance policy has been arranged for you and is administered by BIG Warranties Limited, Unit 17, Branksome Business Park, Bourne Valley Road, Poole, BH12 1DW which is authorised and regulated by the Financial Conduct Authority under the Financial Services Reference Number 798998.

This Insurance is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

USEFUL CONTACT NUMBERS: Customer Service 0333 733 0733

**FOR MORE INFORMATION ON OUR OPENING HOURS PLEASE CHECK
ONLINE**

TO MAKE A CLAIM VISIT: <https://services.bigwarranties.co.uk/raise-claim>

CONTENTS

1. The Insurance	4
2. Definitions	5
3. Period Of Cover.....	6
4. What Is Insured	6
5. Policy Limits	7
6. Excess	8
7. What Is Not Insured	8
8. General Conditions	10
9. Claims Procedure	10
10. Renewal	11
11. Your Statutory Right Of Cancellation	12
12. Contact Details	13
13. Termination	13
14. Complaints Procedure	13
15. Data Protection	14
16. Alteration and Assignment	16
17. Exclusion of Third-Party Rights	16
18. Governing Law	16

1. THE INSURANCE

Thank **you** for choosing **appliance** insurance. It's important that **you** read this wording and **your certificate of insurance** to make sure that everything you've told **us** is correct. Please read this policy carefully so that **you** understand the cover **we** are giving **you**. **You** must follow the terms and conditions set out in this policy wording. Please keep this policy wording and **your** certificate in a safe place in case **you** need to look at them later.

You are covered for **accidental damage & breakdown** following a valid claim for any **appliance(s)** specified in **your certificate of insurance**.

We will assess **your** claim, and providing **your** claim is valid, will authorise the repair or replacement of **your appliance** as appropriate under the terms.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) Supply accurate and complete answers to all the questions **we** may ask as part of **your** application for cover under the policy.
- b) To make sure that all information supplied as part of **your** application for cover is true and correct
- c) Tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean that **your** policy is not valid, and **your** claim is not paid.

Fraud

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- Fails to reveal or hide a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy.
- Fails to reveal or hide a fact likely to influence the cover **we** provide.
- Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false.
- Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- Make a claim for any **loss** or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you**, and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

2. DEFINITIONS

The following words shall have the meanings given below wherever they appear in bold in this document.

Accidental Damage:

Damage caused by a sudden, unexpected event that stops **your appliance** from working properly.

Administrator, Our, We or Us:

BIG Warranties Limited.

Appliance:

The item(s) covered by this insurance as shown on **your certificate of insurance**.

Beyond Economic Repair:

The cost of repairing **your appliance** is more than its current **market value**.

Breakdown:

A mechanical or electrical fault which stops the **appliance** from working properly.

Certificate of Insurance:

The separate document **we** send **you** that includes details about **you** and what **you** are covered for.

Depreciation:

The reduction in the value of **your appliance** over time. **We** calculate **depreciation** using either the purchase price or the £500 policy limit, whichever is lower. **We** will reduce the value of **your appliance** by 20% for each year of the age of the **appliance**. **We** will limit the **depreciation** we apply so **you** will never get less back than 80% of what **you** currently pay each year for **your appliance** insurance.

For example:

- **You** bought a fridge freezer for £600 two years ago.
- **We** will use £500 as the original price since that is the limit.
- After 2 years at a 20% reduction per year, the value is now £300.

Excess:

The amount **you** must pay towards the cost of any claim.

Insurer:

Collinson Insurance.

Market Value:

The value of **your appliance** when **you** make a claim, is known as the **market value**. This takes into consideration how old **your appliance** is and the **depreciation** in value of **your appliance**.

Period of Cover:

The period stated on **your certificate of insurance** that this policy is in force for.

Start Date:

Means the date this policy starts as shown on **your certificate of insurance**.

Territorial Limits

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

You, Your

The person named on **your certificate of insurance** who is covered by this policy.

3. PERIOD OF COVER

Your policy will be on either an annual or a monthly renewable basis as explained below.

Annual policies

If **you** have selected an annual **period of cover**, the insurance will start on the date the first insurance premium is taken and continue for a period of twelve months. **Your** policy **start date** will be confirmed on **your certificate of insurance**. **Your** premium will be collected annually or quarterly as chosen by **you** by a Direct Debit or Debit/Credit Card.

Monthly policies

If **you** have selected a monthly renewable **period of cover**, the insurance will start on the date the first insurance premium is taken. **Your** policy **start date** will be confirmed on **your certificate of insurance**. **Your** premium will be collected monthly by a Direct Debit or Debit/Credit Card. **Your** policy will be terminated if **your** monthly premium is not paid.

4. WHAT IS INSURED

You are covered under this policy for the cost of repair or a replacement of **your appliance** following **breakdown** or **accidental damage** of **your appliance** which occurs during the **period of cover** at **your** address. **We** will cover **your appliance** which is used in a property which is a house, bungalow, self-contained flat, static caravan, or maisonette that is owned by **you**. **We** do not cover **appliances** which are used within bed-sits, sub-let properties, Air bnb or holiday lets.

You are covered under this policy if **your appliance** is used for normal day-to-day living purposes, and not where it is used for commercial purposes or within a commercial environment.

We will try to resolve the issues **you** are having with **your appliance** through **our** helpline. If it is not possible to resolve the problems with **your appliance** over the telephone, **we** may send an engineer to repair **your appliance**.

This is not a replacement as new policy. If **your appliance** cannot be repaired, **we** will replace it with a new or reconditioned **appliance** of the same age and condition or replace it with one of comparable specifications based on its current **market value**. This will be calculated from the initial purchase price or the £500 limit. If the purchase price exceeds £500, it will be capped at £500 for **depreciation** calculations. The maximum **you** can claim is £500 which would include any repair costs and any agreed replacement contributions.

If the cost of a replacement **appliance** exceeds the current **market value** of **your appliance**, the difference will need to be paid by **you**. Any such replacement **appliance** may not be compatible with any specialist equipment **you** may have. Alternatively, **we** may offer **you** a settlement in the form of vouchers or cash in line with the current **market value** of **your appliance** based on its age and condition.

If **we** are unable to find a replacement based on **market value**, similar make or specification, **you** will be advised of options available, which may require a contribution from **you**.

We may collect **your faulty appliance** at any time during a claim. It may not be returned if a replacement is issued to **you**. If **we** replace **your appliance** and do not take **your faulty appliance** away, **you** will be responsible for disposing of it at **your** own cost.

If **you** have opted for total care then, should **your appliance** need to be replaced, **we** will remove **your** old one and install **your new appliance**. If **we** cannot reasonably install **your appliance**, then **you** will be offered a settlement in the form of vouchers or cash equivalent to the normal cost of installation. **Your** total care package will only apply to **appliances** that are stated on the **certificate of insurance** and only for **appliances** replaced by **us**.

If **you** have opted for priority cover on **your** satellite equipment, **we** will aim to provide **you** with an engineer within 24 hours and provide technical support for any televisions **you** have within **your** home.

5. POLICY LIMITS

You can claim £500 per claim unless a lower limit is specified for any **appliance** item in **your certificate of insurance**. Second and subsequent **appliances** must be identified separately on **your certificate of insurance**.

6. EXCESS

Any claims made in respect of **breakdown** or **accidental damage** of **your appliance** that happen within the first 30 days of the **start date**, or when adding or changing an item will have a £175 **excess** for every claim.

If **you** purchased insurance in conjunction with a repair for **your appliance**, the **excess** fee would not apply. However, if **you** choose to insure additional **appliances** that are not part of the repair, the **excess** will be applicable.

7. WHAT IS NOT INSURED

The following are excluded from the cover provided under this policy:

1. Any pre-existing fault prior to **you** taking out this insurance.
2. Repairs or replacements of **appliances** where such faults are still covered by the manufacturer's, supplier's or repairer's warranty.
3. Where the **appliance** has been recalled by the manufacturer.
4. Faults which are due to a generic manufacturing defect.
5. Faults that arise from **your appliance** being tampered with by an unauthorised person or a non-manufacturer-approved engineer.
6. Faults which arise from **your appliance** being modified in a manner which is not authorised by the manufacturer including but not limited to any upgrade or the addition of non-approved accessories.
7. Faults resulting from **you** failing to follow the operating and maintenance instructions of **your appliance** as per the manufacturer's guidelines.
8. Any claim where **you** use the **appliance** for a non-domestic purpose, used in a commercial environment and or the **appliance** is installed or situated in mobile homes or boats.
9. Any fault or damage which has been caused, directly or indirectly, by faults with the domestic supply of electricity and/or gas and/or water.
10. Any fault or damage caused by any theft, attempted theft, malicious damage or damage caused by fire or explosion.
11. Repairs for faults relating to a reduction in image retention on TV screens.
12. Pixilation, gas discharge, re-gassing or image burn on any surface or screen. Pixilation means the failure of either a Liquid Crystal Screen (LCD) or Plasma screen pixel to react to the signal applied to it.
13. Any damage that happens after a claim has been made due to the continued use of **your appliance**.
14. Faults or damage resulting from a software virus, the configuration of user settings, the backing up or recovery of data, the loss, corruption or damage of/to data or the operating system of the **appliance**.

15. **Your appliance** being moved from one position to another and/or during transport to a different location.
16. Routine maintenance, cleaning and servicing.
17. Work which **you** require to take place outside of **our** engineer's normal working hours (which are 9.00 am to 5.30 pm Monday to Friday inclusive) or on a UK Public Holiday.
18. Any costs or loss of earnings which are incurred as a result of not being able to use **your appliance** or costs arising from waiting for a courier or engineer.
19. Any damage to property or personal injury.
20. Any costs which do not result from the event giving rise to a claim.
21. The replacement of any item which is intended to be replaceable such as fuses, batteries, water cooler filters, draws, and trays.
22. Cosmetic damage which does not affect the use of **your appliance**.
23. Damage caused by projectiles thrown at televisions.
24. An **appliance(s)** which has not been installed properly.
25. An **appliance(s)** which was not working in accordance with the manufacturer's specification before the policy was taken out.
26. Costs of rearranging missed appointments with couriers/engineers.
27. Any repairs **we** have not authorised, or repairs not carried out by one of **our** approved engineers.
28. A claim where **you** cannot confirm the circumstances of the claim to **our** satisfaction including details before and after the incident.
29. Where **we** identify fraudulent behaviour.
30. Where **you** have not taken adequate precautions to prevent or mitigate **accidental damage to your appliance**, such as moving heavy **appliances** on **your** own.
31. Any **appliance** where the connecting cables have not been installed correctly.
32. Any realignment or re-sighting of satellite dishes.
33. Rust and or corrosion damage to a satellite mini-dish and LNB.
34. Loss or damage to interactive or viewing cards (please refer to BskyB directly)
35. Loss of programmes saved to the hard drive of the **appliance**.
36. Components of an integrated digital television.
37. Faults in the broadband connection.
38. Should **we** provide an installation service via total care or other means, then **we** will meet the cost of the installation. Should additional costs arise, such as gas fittings not being compliant with current gas regulations or electricians not being compliant with current electrical wiring standards then **you** will need to pay for any additional cost in correcting the issue.
39. Any cost of fitting a replacement **appliance** that requires modifying any cupboards or storage unit and/or work surface where the **appliance** is integrated into the units and has become obsolete.
40. **Appliance(s)** which are not owned by **you** or a member of the household.
41. **Appliances** bought outside of the UK.
42. **Appliances** that are not easily accessible by **our** engineers or situations where the repair might lead to damage to **your** property or items within the property.

8. GENERAL CONDITIONS

Cover may terminate immediately if **your** premium has not been paid to the **administrator** as detailed in **your certificate of insurance**. If **your** policy is an annual policy and **you** have made a claim or an incident likely to give rise to a claim that has occurred, any remaining quarterly premium amounts will remain payable by **you**.

1. **We** may change the terms and conditions of the policy and or the premium. **We** will give **you** 30 days written notice via email of any changes.
2. If an engineer is called out and no fault is found with **your appliance** **you** may be liable for the cost of the engineer call-out fee.
3. 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**.
4. **We** shall not provide cover or be liable to pay any claim or other sums, including returned premiums where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.

9. CLAIMS PROCEDURE

To make a claim, go to <https://services.bigwarranties.co.uk/raise-claim>. It's the fastest and easiest way to submit **your** claim. If **you** don't have internet access, call **us** at 0333 733 0733 to inform **us** about **your** claim.

You must notify **us** within 14 days of discovering the incident.

Our helpline is open 5 days a week, 9 am to 5:30 pm Monday to Friday (excluding UK Public Holidays).

You must provide any requested supporting documentation (original documents only) within 30 days and pay any requested **excess** within 30 days. If you are unable to provide the requested documents within this time frame, please contact us. Failure to do so will result in **your** claim being withdrawn.

If **you** have indicated that the **appliance** was previously repaired, **we** will require proof that the repair was performed by a certified **appliance** engineer. **We** reserve the right to verify any and all repairs undertaken.

We will assess **your** claim, and providing **your** claim is valid, will authorise the repair or replacement of the **appliance** as appropriate. **We** reserve the right to speak to any party relevant to the claim, the owner of the **appliance** or **you**. If this is not possible without mitigating circumstances, this may invalidate **your** claim.

In the event an engineer attends the property, there must be a person who is 18 years old or older present during the visit. It is **your** responsibility to provide **our** engineers or service providers access to **your** property. If **we** can't get access to **your** property to carry out the work, it is then up to **you** to arrange another appointment. After several failed attempts to get into **your** property, **we** may cancel **your** agreement, but we'll let **you** know beforehand.

Our engineers will not commence or continue any work in **your** home if they believe there is a health and safety risk. Examples of such risks include pest infestations, verbal or physical abuse, or harassment and hazardous chemicals.

We may arrange for an inspection of **your appliance** at any point during the claim procedure. **We** may collect **your** faulty **appliance** at any time during a claim. It may not be returned if a replacement is issued to **you**. If **we** replace **your appliance** and do not take **your** faulty **appliance** away. **You** will be responsible for disposing of it at **your** own cost.

Any amounts over and above the current **market value** of **your appliance** required in order to obtain a new item of the same or similar make and specification will have to be paid by **you**. Alternatively, **we** may offer **you** a settlement in the form of vouchers or cash in line with the current **market value** of **your appliance** based on its age and condition.

We reserve the right to:

- **We** can speak to any party relevant to the claim or connected to the policy, including the **gadget** owner or **you**. If not possible without mitigating circumstances, this may invalidate the claim.
- Arrange an interview at the policy address.
- Use a translator in order to speak to any non-English speaking persons.

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** claim for an **appliance** not insured with **us** or the **appliance** is not at the policy address.

Accidental Damage Claims

You must keep all parts of **your appliance** until the claim is resolved.

10. RENEWAL

You will be contacted at least 14 days before the annual renewal date of **your** policy to invite **you** to renew the policy. **We** will tell **you** about any changes to the premium or the policy terms and conditions. If **you** do not wish to renew **your** policy, please contact **us** before **your** renewal date. If **you** do not contact **us** the policy will automatically renew.

11. YOUR STATUTORY RIGHT OF CANCELLATION

You have the right to cancel this policy within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. **We** will refund **you** any premium **you** have paid to **us** unless **you** have made a claim.

To cancel the policy please contact us:

- Phone: 0333 733 0733

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Fraud.
- b) Non-payment of premium.
- c) Threatening and abusive behaviour.
- d) Non-compliance with policy terms and conditions.

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of the premium in respect of the unexpired period showing on the insurance.

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** notice of cancellation.

- For policies paid on a monthly or quarterly basis, there will be no refund of the premium.
- For policies paid annually a pro rata return premium will be given less an administration charge of £30.

If **you** pay **your** premium quarterly, and **you** have made a claim or an incident likely to give rise to a claim that has occurred, any remaining quarterly premium amounts will become payable at the time **you** cancel **your** policy.

If **you** have made a claim no refund will be due. The **insurer** reserves the right to cancel this Insurance by giving 14 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.

12. CONTACT DETAILS

BIG Warranties Limited.
Unit 17, Branksome Business Park
Bourne Valley Road
Poole
BH12 1DW
Telephone: 0333 733 0733

13. TERMINATION

This policy may automatically terminate if **you** fail to pay any premium due to us.

14. COMPLAINTS PROCEDURE

We always strive to provide excellent service. However, if **you** have a complaint, please contact us.

- Telephone: 0333 733 0733
- Email: complaints@bigwarranties.co.uk.

We will respond to **your** complaint within four weeks of receiving it. **Our** response will be **our** final decision based on the information provided. If there's a delay in **our** investigations, we'll explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, you're still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

- The Financial Ombudsman Service
Exchange Tower
1 Harbour Exchange Square, London
E14 9SR
- Telephone: 08000 234 567 (free for people calling from a landline) or 0300 123 9 123
- Email: complaint.info@financial-ombudsman.org.uk

Following this complaint procedure does not stop **you** from taking legal action.

Compensation Scheme

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

15. 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 **insurers** 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
- 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 **we** tell 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 **you**. 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.

To view **our** full privacy notice, **you** can go to <https://www.bigwarranties.co.uk> or request a copy by contacting **us** via the contact details below.

You can contact **us** about privacy issues or comment or complain about **our** privacy practices by contacting **us** on 0333 733 0733. Alternatively, **you** can write to **us** at: Data Protection, BIG Warranties, Unit 17, Branksome Business Park, Bourne Valley Road, Poole, BH12 1DW.

Collinson Insurance 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).
- 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 which will use it to prevent fraud 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 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: 3 More London Riverside, London, SE1 2AQ

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/>

16. 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.

17. 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.

18. 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.