

ADVANCED PLAYERS LTD
CERTIFICATE OF PRODUCT INSURANCE

THIS IS TO CERTIFY THAT in accordance with the authorisation granted under Contract 105/1/16168 to the Undersigned by the **Insurers**, and in consideration of the Premium, the **Insurers** are hereby bound to **You** for the benefits set out herein, subject to the Terms, Definitions, Exclusions and Conditions specified in this Certificate. In witness whereof this Certificate has been signed in London by



Mr P Kelsey
Director Citymain Administrators Ltd

1. THE INSURANCE

Subject to the Conditions, Exclusions and Claims Procedure and other terms of this insurance, **We** agree that in the event of **Breakdown** within the **Territorial Limits** during the **Period of Insurance**, that **We** shall indemnify **You**, at the option of the **Administrator** for the cost of repair by the repair centre when authorised by the **Administrator** or replacement when authorised and arranged by the **Administrator**. The maximum liability of the Insurer in respect of any one claim will be the replacement cost of the **Product**. The Insurance will be terminated in the event of a successful claim.

2. DEFINITIONS

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

Administrator

Citymain Administrators Limited, P.O. Box 116, Ryde, PO33 2WX. Telephone number: 0844 5765 2291.

Breakdown

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

Immediate Family

Your spouse or partner, parents, children, brothers, sisters (all over the age of 16) and parents permanently residing at **Your** address.

Insurer/We/Our

This insurance is underwritten 100% by Amtrust International Limited. Registered in Ireland 169384, Registered Office: 123 Lower Baggot Street, Dublin 2, Ireland. Amtrust International Underwriters Limited is authorised and regulated by the Irish Financial Services Regulatory Authority and is licensed to operate in the United Kingdom by the Financial Services Authority.

Insured/You/Your

The person, company or partnership who has purchased **Product** insurance as described in this Certificate.

Limit of Liability

The **Insurer's** maximum liability for any claim shall not exceed the maximum replacement value of **Your Product**. Should **Your** original **Product** no longer be available, the **Insurer** will replace it with the nearest functionally equivalent model. The Insurance will be terminated in the event of a successful claim.

Period of Insurance

The Insurance commences twelve months from the time of purchase for a period of twelve months only, upon receipt of **Your** premium. The premium will be collected by Advanced Players Ltd by Credit/Debit Card at the time of purchase on their website www.advancedmp3players.co.uk. The Insurance will be terminated immediately if the **Insurer** does not receive **Your** premium. The Insurance will be terminated in the event of a successful claim.

Product

The item reference in **Your** confirmation letter issued by the **Administrator** and as evidenced by relevant proof of purchase or exchange.

Reasonable Precaution

All measures that would be reasonably expected of **You** to take to prevent or mitigate **Breakdown** of **Your Product**.

Unattended

Whilst the **Product** is not being used or held by **You**, or on **Your** person.

Territorial Limits

The United Kingdom, the Isle of Man and the Channel Islands, and worldwide for a maximum of 90 days in any one year.

3. EXCLUSIONS

1. **Breakdown** of the **Product** whilst on loan to any third party other than **Your Immediate Family**.
2. **Breakdown** of any additional equipment.
3. Damage to or malfunction of the **Product** caused by or attributed to the operation of a software virus or any other software based
4. malfunction.
5. **Breakdown** that occurs when the **Product** is **Unattended**.
6. Any **Breakdown** that occurs during the manufacturer's warranty period.
7. Any **Breakdown** caused by placing or using the **Product** in a location or environment that is not in accordance with the manufacturer's instructions
8. Theft, loss or accidental damage of the **Product**.
9. Any losses or consequential losses arising from not being able to use the **Product**.
10. Any claim arising from abuse, misuse or neglect.
11. Wear and tear or gradual deterioration of **Product** performance.
12. Cosmetic damage to include marring, scratching and denting.
13. Faulty or defective design, materials or workmanship or latent defect.
14. Routine maintenance, adjustment, modification or servicing.
15. Any costs incurred in connection with the installation, removal or subsequent relocation of **Your Product** in or from a vehicle, including electrical or mechanical breakdown.
16. Not complying with the Claims Procedure section of this Certificate.
17. 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.
18. Any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, 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.
19. Any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
20. Any other costs that are indirectly caused by the event which led to **Your** claim, unless specifically stated in this Certificate.
21. The VAT element of any claim if **You** are registered for VAT.

4. GENERAL CONDITIONS

Cancellation

In addition to your statutory right of cancellation as stated in Section 6 below, **You** may cancel this insurance at any time by giving notice of cancellation, in writing or by telephone, to the **Administrators** but no refund of premium will be given. The **Insurer** reserves the right to cancel this insurance by giving 30 days written notice. The Insurance will be terminated in the event of a successful claim.

Reasonable Precautions

You and **Your Immediate Family** are required to take all **Reasonable Precautions** at all times.

Fraud

If any fraudulent claim is made or if any fraudulent means or devices are used under this policy, all benefits hereunder shall be forfeited. We may inform the police and/or any other law enforcement agency about the circumstances of such a claim.

Claims

In the event of any incident which may give rise to a claim, **You** must follow the Claims Procedure detailed below.

Law

This Insurance shall be subject to English Law.

5. CLAIMS PROCEDURE

Please comply with the following procedures to obtain authorisation with the minimum delay. Failure to observe these procedures will invalidate **Your** claim:

You must keep all parts of **Your Product** and return it for inspection in accordance with the **Administrators** instructions. The **Product** remains **Your** responsibility until it has been received by the **Administrators**.

You should notify the **Administrator** on 0844 576 2291 as soon as possible and in any event within 48 hours of the **Breakdown** occurring.

Once **You** have obtained a claim form from the **Administrator**, **You** should complete the form fully and return it in accordance with the **Administrators** instructions, and in any event within 30 days of notifying the incident.

The **Administrator** will assess **Your** claim, and providing **Your** claim is valid, will authorise the repair or replacement of the **Product** as appropriate. The Insurance will terminate in the event of a successful claim.

6. YOUR STATUTORY RIGHT OF CANCELLATION

You have a right to cancel this insurance by giving written notice of cancellation within 14 days of the receipt of Confirmation of Insurance Cover to Advanced Players Ltd either in writing to fax number 0131 273 4397 or by email to: sales@amp3.co.uk If **You** do not exercise this right to cancel then **Your** rights and those of the **Insurer** to cancel this insurance cover thereafter are set out in Section 4 (GENERAL CONDITIONS) above.

7. DATA PROTECTION ACT 1998

It is understood by **You** that any information provided to the **Administrator** and the **Insurer** regarding **You** will be processed by the **Administrator** and the **Insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

8. CLAIMS SERVICE

It is always the intention to provide **You** with a first class service when **You** make a claim. However, if **You** are not happy with the service please in the first instance write to the Customer Services Manager of the **Administrator**. If **You** are not satisfied with the response **You** may then ask the Claims Manager at Amtrust International Underwriters Limited, 123 Lower Baggot Street, Dublin 2, Ireland, to review **Your** case and ultimately **You** may contact the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

9. FINANCIAL COMPENSATION

You may be entitled to compensation from either the Financial Services Compensation Scheme (FSCS) in the UK or from the Insurance Guarantee Scheme (IGS) in Ireland if the **Insurer** cannot meet its liabilities under this policy. The level of compensation provided will depend on the circumstances of the claim. Further information is available from FSCS on +44 207 892 7300 or from the Irish Financial regulator on +353 1 410 4000.

Citymain Administrators Limited is authorised and regulated by the Financial Services Authority and is a member of the Financial Services Compensation Scheme.