

TomTom Extra Care Plus Policy Document

(UK)



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SECTION 1 – INTRODUCTION

Welcome to **your** TomTom Extra Care Plus Policy Document.

This insurance is designed to protect **you** if **your TomTom product** is accidentally damaged, lost or stolen. It also provides cover if **your TomTom product** suffers a mechanical or electrical breakdown outside of the TomTom **limited warranty** period.

Please take time to read the “Important Information” section on page 3 of this Policy Document. It tells **you** about the things **you** need to check, the actions **you** need to take and the **TomTom products** you can insure.

This insurance was arranged by Castelan Limited, who is also the policy administrator. Castelan Limited is referred to as the **agent** in this Policy Document. Castelan Ltd, Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset BS23 3QY. FCA Registration Number 572287. Contact telephone number 0330 024 0390, E-mail: electricalenquiries@castelanguroup.com

- The insurance is underwritten by Lloyd’s Syndicate 4444 which is managed by Canopus Managing Agents Limited. Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Lloyd’s Syndicate 4444 is referred to as “**we**”, “**us**” and “**our**” in this Policy Document.
- Claims are handled by TomTom on **our** behalf. TomTom is referred to as the **claims administrator** in this Policy Document.

This insurance begins on the policy **start date** and continues for a period as shown on **your** Policy Schedule.

Some words and phrases in this Policy Document and in **your Policy Schedule** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold**. They are all listed and explained in the “Definitions” section which can be found on page 10 of this Policy Document.

All insurance documents and all communications with **you** about this policy will be in English.

Please contact **your agent** if **you** need any documents to be made available in braille and/or large print and/or in audio format. Their contact details are shown above.

How to Make a Claim

To make a claim, **you** should complete the online claim form which can be found at:
https://uk.support.tomtom.com/app/questions/extended_warranty

After **you** have completed and submitted **your** claim form, an automated email will be issued to confirm the claim case number. TomTom will review **your** claim within 2 working days of the date that **you** submitted **your** claim form and provide further information once **your** claim has been validated.

The Insurance Contract

This Policy Document and **your Policy Schedule** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Document carefully along with **your Policy Schedule** so **you** can be sure of the cover provided and to check that it meets **your** needs.

This Policy Document and **your Policy Schedule** are issued to **you** by Castelan Limited in its capacity as **our agent** under contract reference B0554CLN2015. In exchange for **your** payment of the premium referenced in **your Policy Schedule**, **you** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.

Signed by



Authorised signatory of Castelan Limited

SECTION 2 - IMPORTANT INFORMATION

It is important that:

- **You** check **your Policy Schedule** to ensure the details are correct and that the cover is as **you** requested;
- **You** check that **you** are eligible for this insurance (see “Eligibility” below);
- **You** check the information **you** have given **us** is accurate (see “Disclosure of Important Information” below);
- **You** notify **your agent** as soon as possible of any inaccuracies on **your Policy Schedule**, or if **you** are not eligible for the insurance; and
- **You** comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.

Conditions

There are conditions which apply to the whole of this insurance and full details of these can be found in the “General Conditions” section on page 5 of this Policy Document. There are also conditions which relate specifically to making a claim, and these can be found in the “Making a Claim” section on pages 5 – 6.

In these sections **you** will find conditions that **you** need to meet. If **you** do not meet these conditions, **we** may reject a claim payment or a claim payment could be reduced. In some circumstances, **your** policy may be cancelled.

Which TomTom Products You Can Insure

Any **TomTom product(s)** that **you** wish to insure under this policy must be less than 24 months old with a valid **evidence of ownership** when cover begins for that item. The **TomTom product(s)** cannot have been purchased outside the United Kingdom, the Channel Islands or the Isle of Man or have been purchased second hand, at auction or from an online auction website.

Adding, Replacing or Removing a TomTom Product

Please contact **your agent** if **you** want to add, replace or remove a **TomTom product**.

Information You Give Us

Eligibility

When **you** applied for this insurance, **we** asked **you** to confirm that **you** were eligible for cover. The eligibility requirements are as follows:

- **You** must be aged 18 or over at the time of purchasing this insurance.
- **Your TomTom product** must not have been damaged before the **start date** of this insurance.
- **You** must own the **TomTom product** to be insured, which must not have been purchased second hand, at auction or from an online auction website.
- **Your TomTom product** must have been purchased within the United Kingdom, the Isle of Man or the Channel Islands, and must have been manufactured to a UK specification.
- **You** must be a permanent resident in the United Kingdom, the Channel Islands or the Isle of Man.

We will not provide any cover if **you** do not meet these eligibility requirements at the **start date** of **your** policy. Please contact **your agent** as soon as possible if **you** are not eligible for this insurance, if a change in circumstances means that **you** no longer meet these eligibility requirements or if **you** have any queries. Their contact details are on page 2 of this Policy Document.

Disclosure of Important Information

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us** via **your agent**. **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 the information provided by **you** is not complete and accurate:

- **we** may cancel **your** policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium, or
- the extent of the cover may be affected.

If **you** become aware that any information **you** have given is incomplete or inaccurate, please contact **your agent** as soon as possible. Their contact details are shown on page 2 of this Policy Document.

SECTION 3 – WHAT IS COVERED

Policy Limits

- **We** will repair or replace **your TomTom product** in the event of a claim.

Accidental Damage

We will pay the cost of repair if **your TomTom product** is damaged as a result of an accident. If **your TomTom product** cannot be repaired, **we** will provide a replacement **TomTom product**. A replacement will be provided in accordance with the 'Replacement Equipment' section on page 10 of this Policy Document.

Where only a part or parts of **your TomTom product** have been damaged, **we** will only repair or replace that part or parts.

Theft

If **your TomTom Product** is stolen, **we** will replace it in accordance with the 'Replacement Equipment' section on page 10 of this Policy Document.

Where only a part or parts of **your TomTom product** have been stolen, **we** will only replace that part or parts.

Accidental Loss

If **your TomTom product** is accidentally lost, **we** will replace it in accordance with the 'Replacement Equipment' section on page 10 of this Policy Document.

Where only a part or parts of **your TomTom product** have been lost, **we** will only replace that part or parts.

Breakdown

We will pay the cost of repair if **your TomTom product** is damaged as a direct result of an electrical or mechanical breakdown which occurs outside of the manufacturer's guarantee period.

SECTION 4 – WHAT IS NOT COVERED

Please read the general exclusions at the end of this section as well as the specific exclusions for each section of cover.

Accidental Damage or Breakdown

- Caused by **you** deliberately damaging or neglecting **your TomTom product**.
- Caused by **you** not following TomTom's instructions.
- Caused by routine servicing, inspection, maintenance or cleaning.
- Caused by a manufacturing defect or a **TomTom product** recall.

- For the replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials.
- Resulting from repairs carried out by a repairer not authorised by **us**.
- If the serial number cannot be determined from **your TomTom product**.
- Which arises while **your TomTom product** is in the possession of anyone other than **you** or a member of your **immediate family**.
- Resulting from wear and tear or the gradual deterioration of performance.
- For any scratch, dent or mark which affects the appearance of **your TomTom product** but does not affect its performance or functionality in any way.

Theft or Accidental Loss

We will not pay any claim:

- If **your TomTom product** is stolen from a motor vehicle (including a motorcycle) unless all windows and doors were closed and locked (where the vehicle has windows and doors) and all security systems activated.
- If **your TomTom product** is stolen from an unoccupied premises, unless there is evidence of **violent and forcible entry** to the premises.
- Unless the incident is reported to the police within 24 hours of **your** discovery of the incident and **you** obtain a crime reference number or lost property reference from the police. In the case of a lost property reference, **you** can also obtain this from a reporting service which is accredited by the police.
- Which happens while **your TomTom product** is in the possession of anyone other than **you** or a member of **your immediate family**.

General Exclusions applicable to all types of cover

We will not pay any claim:

- Which results from **you** (or a member of **your immediate family**) not taking care of **your TomTom product**.

For the purpose of this section, any reference to **you** includes a member of **your immediate family**.

What do we mean by taking care of your TomTom product?

You must:

- Not knowingly leave **your TomTom product** anywhere it is likely to be lost, stolen or damaged.
- If **you** need to leave **your TomTom product** somewhere, lock it away out of sight if at all possible. If **you** cannot lock it away then **you** must leave it hidden out of sight in a safe place.
- Make enquiries to find **your TomTom product** if **you** think **you** have lost it.

Reasons why your claim may not be paid

We will consider the individual circumstances surrounding **your** own claim when deciding whether or not **you** have taken care of **your TomTom product**, and whether or not **your** claim can be accepted.

We cannot list all reasons why **your** claim may not be paid. However, if **you** knowingly take a risk with **your** TomTom product, **we** may not pay **your** claim. **We** have provided some examples below of where **we** would consider **you** to have knowingly taken a risk with **your TomTom product**:

- In a cafe or pub, **you** leave **your TomTom product** on the table when **you** go to the counter, the bar or the toilet instead of taking it with **you**.
- **You** leave **your TomTom product** on a bench in the changing rooms at the gym rather than taking it with **you** or locking it in a locker.

- If **you** do not meet the eligibility requirements for this policy (as detailed on page 3 of this Policy Document).
- If **you** cannot provide **evidence of ownership** for **your TomTom product**.
- Which is covered under the **limited warranty** or guarantee provided by TomTom.
- The cost of replacing any downloaded material or software.

- For any additional equipment or accessories which are used with **your TomTom product**.
- Resulting from the failure of **your TomTom product** to correctly recognise or process any calendar date or time.
- For value added tax (VAT) if **you** are registered for VAT with HM Revenue and Customs.
- For any costs or expenses which are not directly associated with the incident which caused the claim. For example, the cost of replacing any downloaded material or software.
- Subscription fees of any kind.
- Other than the cost of repairing or replacing **your TomTom product**.
- Arising out of **your** use or ownership of **your TomTom product**, including any illness or injury resulting from it.
- **War** or acts of **terrorism**.
- **You** engaging in **active war**.
- **Nuclear risks**.
- Damage resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

SECTION 5 - GENERAL CONDITIONS

Locations Where Cover is provided

Cover applies to **TomTom products** bought and used in the United Kingdom, the Channel Islands and the Isle of Man and for use for up to 90 days abroad during any 12 month period. A replacement or repair can only be dealt with once **you** are back in the United Kingdom, the Channel Islands or the Isle of Man and all repairs must be carried out by a repairer approved by **us**.

Transferring Your Policy

This insurance cannot be transferred to anyone else unless **you** inform **us** in writing and receive confirmation that **your** request is acceptable to **us**.

SECTION 6 – MAKING A CLAIM

Who to Contact

To make a claim, you should complete the online claim form which can be found at:
https://uk.support.tomtom.com/app/questions/extended_warranty

After **you** have completed and submitted **your claim form**, an automated email will be issued to confirm the claim case number. TomTom will review your claim within 2 working days of the date that you submitted your claim form and provide further information once your claim has been validated.

The statements on the claim form will be validated for fraud prevention purposes.

Things You Must Do

You must comply with the following conditions. If **you** fail to do so and this affects the ability of the **claims administrator** to fully assess **your** claim or keep **our** losses to a minimum, **we** may not pay **your** claim or any payment could be reduced.

- All claims must be reported to the **claims administrator** as soon as possible but in any event, within 7 days of **you** becoming aware of an incident. **You** must complete a claim form (in full) and provide at **your** own expense, any information and assistance which the **claims administrator** may require in establishing the amount of any payment under **your** insurance.

You must provide **evidence of ownership** of **your TomTom product** to support any claim, and any other receipts or documents that **we** may request. If **you** cannot provide **evidence of ownership**, **your** claim will not be valid.

- All thefts must be reported to the police within 24-hours of **your** discovery of the incident. **You** must provide the **claims administrator** with a crime reference number.
- If **your TomTom Product** is lost, **you** must obtain a lost property reference from the police or a lost property reporting service that is accredited by the police.
- If **your TomTom product** is damaged, **you** must provide the **TomTom product** for inspection and repair.

Manufacturer's Warranty

If **your TomTom product** is damaged and is still within the manufacturer's warranty period, **you** should follow the warranty returns process specified by the manufacturer.

If any repairs authorised under this insurance invalidate the manufacturer's warranty, **we** will repair or replace **your TomTom product** in accordance with the terms of the manufacturer's warranty for the unexpired period of the manufacturer's warranty.

Other Insurance

If, at the time of a valid claim under this policy, there is another insurance policy in force which covers **you** for the same loss or expense, **we** may seek a recovery of some or all of **our** costs from the other insurer. **You** must give **us** any help or information **we** may need to assist **us** with **our** loss recoveries.

You may be asked to provide details of any other contract, guarantee, warranty or insurance which may apply to the **TomTom product** including, but not restricted to, household insurance.

Fraudulent Claims or Misleading Information

We take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- not pay **your** claim; and
- recover (from **you**) any payments **we** have already made in respect of that claim; and
- terminate **your** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

Replacement Equipment

We will attempt to replace **your TomTom product** with an identical new or fully refurbished product of the same age and condition, but it may not be the same colour.

In the unlikely event that this is not possible, the **claims administrator** will provide **you** with a new or fully refurbished product of a comparable specification or the equivalent value, taking account of the age and condition of **your TomTom product** immediately before **your** claim.

SECTION 7 – CANCELLATION OF THE POLICY

Your Cancellation Rights

You can cancel **your** policy within 30 days of the policy **start date** or, if later, 30 days of the date **you** receive this Policy Document. **We** will refund any premiums **you** have paid as long as **you** have not made a claim and do not intend to make a claim.

You can also cancel **your** policy at any other time and providing that no claim has been made, **you** will be entitled to a portion of **your** premium back for the unexpired **period of insurance**. This will be based on the number of days remaining until the expiry date.

Please contact **your agent** if **you** wish to cancel **your** policy.

Our Cancellation Rights

We reserve the right to cancel this policy immediately if **you** commit fraud.

We may also cancel **your** policy if there is a change to the risk which means that **we** can no longer provide **you** with insurance cover, or if **you** display threatening or abusive behaviour towards **us**, **your agent** or the **claims administrator**. If **we** cancel **your** policy for any of these reasons, **we** will provide 30 days notice of the cancellation.

If **we** cancel **your** policy, **we** will do so in writing to the most recent address **we** have for **you**.

SECTION 8 – HOW TO MAKE A COMPLAINT

Our aim is to provide **you** with a high quality service at all times, although **we** do appreciate that there may be instances where **you** feel it is necessary to lodge a complaint.

If **you** do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note that should **you** wish to direct **your** complaint directly to Lloyd's in the first instance, **you** may do so by using the contact information referenced in Step 2 below.

Step 1:

In the first instance, if **your** complaint relates to a claim **you** have already submitted, please:

- Go to TomTom.com
- Select *Support*
- Select your product
- Click on *e-mail us*
- Type *Extra Care Complaint* in the subject line

Tel: 0207 949 0129

Alternatively, **you** can write to:
TomTom Customer Care UK
Oosterdoksstraat 114
1011 DK
Amsterdam
Netherlands

If **your** complaint does not relate to a claim, please direct it to:

Customer Care

Castelan Limited

Alpha House

Sunnyside Road North

Weston-super-Mare

North Somerset

BS23 3QY

Tel: 0330 024 0390

Email: customer.care@castelanguroup.com

Step 2:

Should **you** remain dissatisfied with the outcome of **your** complaint from **your agent** or the **claims administrator**, **your** legal rights are not affected and **you** may refer **your** complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Kent
ME4 4RN

Tel: +44 (0)20 7327 5693
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint", which is available at the website address above. Alternatively, **you** may ask Lloyd's for a hard copy.

Step 3:

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to an alternative dispute resolution (ADR) body.

If **you** live in the United Kingdom or the Isle of Man, the contact information is:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines).
Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers).
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

If **you** live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman
PO Box 114
Jersey, Channel Islands
JE4 9QG

Jersey +44 (0)1534 748610
Guernsey +44 (0)1481 722218
International +44 1534 748610
Facsimile +44 1534 747629
Email: enquiries@ci-fo.org
Web: www.ci-fo.org

Alternatively, if **you** live in the UK and purchased **your** insurance online, please note that **you** can, if **you** wish, also submit **your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU), who have bought goods or services online, get their complaint resolved. **You** can access the ODR Platform by clicking on the following link: <http://ec.europa.eu/consumers/odr/>

This does not affect **your** right to submit **your** complaint following the process above. Please note that under current rules the European Commission will ultimately redirect **your** complaint to the relevant ADR body detailed above.

Note: "Online" includes all products sold via a website, email, telephone and social media amongst others with a digital element.

SECTION 9 – LEGAL, REGULATORY & OTHER INFORMATION

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligation to **you** under this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

Data Protection

Any information provided to **us** by **you** or regarding **you** will be processed by **us** in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims. This may necessitate providing the information to third parties.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Subject to the provisions of the Data Protection Act 1998, **you** are entitled to receive a copy of the information **we** hold about **you**. **You** may be charged a fee for this. Such requests should be made to:

The Data Protection Officer
Canopus Managing Agents Limited
Gallery 9
One Lime Street
London
EC3M 7HA

Any information **you** give **us** will be used by **us** and **we** may also share this information with other group companies. To prevent fraud, insurers sometimes share information. Details about **your** insurance application and any claim **you** make may be exchanged between insurers.

For more information on the Data Protection Act **you** may also write to the Office of the Information Commissioner at:

Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Tel No: 0303 123 1113 or 01625 54 57 45
Email: casework@ico.org.uk

Law and Jurisdiction

Unless specifically agreed to the contrary, this policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

The Insurer

This insurance is underwritten by Lloyd's Syndicate 4444, which is managed by Canopus Managing Agents Limited. Registered Office: Canopus Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England no. 01514453.

Regulatory Details

Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847.

Your agent, Castelan Limited, is authorised and regulated by the Financial Conduct Authority. Firm Reference: 572287.

SECTION 10 – DEFINITIONS

Whenever the following words or expressions appear in **bold** in this Policy Document, they have the meaning given below.

“Active war” - **Your** active participation in a **war** where **you** are deemed under English Law to be under instruction from or employed by the armed forces of any country.

“Agent” - The party, person or company who arranged this insurance on **your** behalf. This is Castelan Limited.

“Claims administrator” - The company that will handle **your** claim on **our** behalf. This is TomTom.

“Evidence of ownership” - An original purchase receipt which includes the details of **your TomTom product** or a similar document which provides proof that **you** own the **TomTom product**. The **TomTom product** cannot have been purchased second hand, at auction or from an online auction website.

“Immediate family” - **Your** mother or father, spouse, civil partner or domestic partner or son or daughter who permanently lives with **you**.

“Limited warranty” - The manufacturer's warranty provided by TomTom which protects **your TomTom product** against mechanical and electrical breakdown for 24 months from the date it was purchased as new.

“Nuclear risks” - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

“Period of insurance” - The period for which this insurance is valid as stated in **your Policy Schedule**.

“Policy Schedule” - The document which names **you** as the policyholder and sets out what this policy covers **you** for. It will confirm the **period of insurance**, the maximum **we** will pay for any one claim and the number of **TomTom products** insured. **Your Policy Schedule** will be replaced whenever **you** make any changes to the policy.

“Start date” - The date the insurance cover commences as shown on **your Policy Schedule**.

“Terrorism” - An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“TomTom product” - The TomTom device (such as a personal navigation device, sports device or other electronic device) which is specified on **your Policy Schedule**. The device must have been purchased by **you** and be under 24 months old at the time of purchasing insurance for that item, as confirmed by the **evidence of ownership**.

“Violent and forcible entry” - The unlawful entry to a property which is gained by violent means. For example, by forcing open a door or breaking a window to gain access.

“War” - Means:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- (b) Any act of **terrorism**, or
- (c) Any act of war or **terrorism** involving the use of, or release of, a threat to use any nuclear weapon or device or chemical or biological agent.

“We, us, our” - Lloyd’s Syndicate 4444 which is managed by Canopus Managing Agents Limited.

“You, your” - The individual specified on the **Policy Schedule** who owns the insured items, has applied for this insurance and paid the appropriate premium.