

MOBILE PHONE INSURANCE POLICY

These terms and conditions, together with your Certificate of Insurance, form your mobile phone insurance policy. Please read these documents carefully to make sure this policy is right for you. You may also wish to review this policy periodically to ensure it continues to meet your requirements.

This is a contract of insurance between you (as the “**Insured Policy Holder**” named on the Certificate of Insurance), and London General Insurance Company Limited (“**Insurer**”). Shop Direct Finance Company Limited (“**SDFC**”) has been appointed by the Insurer to administer your policy, and Shop Direct Home Shopping Limited (“**SDHS**”) has been appointed by the Insurer to arrange your policy. References to “**we/us/our**” throughout this policy relate to the Insurer, SDFC and SDHS.

Please note that having insurance cover does not mean that you should not take care of your mobile phone. Please refer to section 3 “What does your policy not cover?” for further information.

This product meets the demands and needs of those who wish to ensure their mobile phone, purchased in connection with this Mobile Phone Insurance policy, is protected against accidental damage and theft for a period of one year.

If you have any questions, please refer to section 7 “Making an Enquiry or Complaint” of this policy about how to contact us.

1. Who is Eligible for this Policy?

You are eligible to take out this policy if you can satisfy **ALL** of the following conditions:

- You are over 18 years old at the date of purchase
- You are resident in the United Kingdom (which excludes the Isle of Man, Jersey and the Channel Islands) (“**UK**”)
- The mobile phone was purchased by you from SDHS

2. What does your policy cover?

Risks you are covered for	Benefits you receive
<p>The mobile phone named on your Certificate of Insurance is covered worldwide against:</p> <ul style="list-style-type: none"> • Theft • Accidental Damage 	<p>Theft If your mobile phone is stolen we will replace it with a mobile phone that is the same make and model as the one listed on your Certificate of Insurance. If we cannot do this, you will be given a choice of models with an equivalent specification.</p> <p>Accidental Damage If your mobile phone is accidentally damaged we will either:</p> <ol style="list-style-type: none"> 1. Repair the mobile phone (where possible); or 2. Replace it with a mobile phone that is the same make and model as the one listed on your Certificate of Insurance. If we cannot do this, you will be given a choice of make and model with an equivalent specification. <p>Where your mobile phone has been stolen or accidentally damaged and a repair or replacement is not possible, we will contact you to discuss an alternative claim settlement. The value of the alternative claim settlement will be limited to the original purchase price of your mobile phone.</p>
Important Points	Description
Replacement	The replacement may be a refurbished (not brand new) handset. We cannot guarantee we will be able to replace your mobile phone with one of the same colour or replace any limited or special edition mobile phones.
Repairs	Refurbished parts may also be used for repairs. We may decide that it is uneconomical to repair your mobile phone and instead offer you a replacement.
Worldwide Cover	Cover under this policy is extended whilst the mobile phone is outside of the UK for a period of not more than 30 days during the term of the policy.
Excess & Number of Claims	An excess may apply when making a claim on this policy. The value of the excess can be found on your Certificate of Insurance. You can make an unlimited number of claims on this policy. Where an excess applies, this will be payable each time a claim is made and accepted. Please refer to Section 6 “How to make a claim” for details on when to pay the excess applicable to your policy.
Manufacturer’s Warranty	This policy is provided in addition to any manufacturer’s warranty that applies to your mobile phone. Nothing in this policy is intended to affect your rights under your manufacturer’s warranty or your statutory rights.
IMEI Number	You should make a note of the IMEI Number (International Mobile Equipment Identity Number) of your mobile phone. This 15 digit number can be found on your mobile phone’s original packaging, by keying *#06# on your mobile phone or by contacting your mobile phone’s network provider. The IMEI is the unique serial or identification number that we will use to identify the mobile phone in the event of a claim.

3. What does your policy not cover?

Risks you are <u>not</u> covered for	Description
Loss	This policy does not provide cover where your mobile phone has been lost (for any reason).
Breakdown	This policy does not provide cover for your mobile phone if it breaks down for any reason other than if it is accidentally damaged. However, you may be covered for mechanical failure or breakdown by the manufacturer of your mobile phone.
Accidental Damage or Theft as a result of not taking care of your mobile phone	<p>Please remember that having insurance does not mean that you should not take care of your mobile phone. You should keep your mobile phone in a good state of repair and take all reasonable precautions to prevent any accidental damage or theft. If you don’t take care of your mobile phone, we may decline your claim.</p> <p>What do we mean by ‘taking care of your mobile phone’?</p> <p>We will always take into account the circumstances around how the accidental damage or theft occurred when assessing your claim. For example, if you knowingly do any of the following, we may decline your claim for accidental damage or theft:</p> <ul style="list-style-type: none"> • You leave your mobile phone unattended on display in your car, or in a restaurant • You give your mobile phone to someone other than someone you know well and trust • You or anyone else deliberately damages your mobile phone <p>Please note, the above scenarios are simply examples for your information and are not intended to be an exhaustive list of circumstances when your claim may be declined.</p> <p>There are simple things you can do to ensure you are taking care of your mobile phone like locking it away or concealing it somewhere safe. Always make reasonable enquiries to find your mobile phone if you think it has been stolen.</p>
Cosmetic Damage	This policy does not provide cover for any accidental damage that does not impair the function or performance of your mobile phone. For example, a scratch on the cover of your mobile phone will not be covered, but a cracked screen would.
Modifications	This policy does not provide cover for modifications you have made to your mobile phone. Modifications are where you have changed the way your mobile phone looks or works away from the original specification, for example, by unlocking it from a network or adding gems. We will only repair or replace your mobile phone in accordance with the original specification.

Contents of your mobile phone	This policy will not provide cover for the contents of your mobile phone. For example, loss or corruption of data, images, games, logos and downloads are not covered. We will only provide cover for the repair or replacement of your mobile phone.
Other costs or losses	This policy does not provide cover for any other loss or costs other than the cost of repairing or replacing your mobile phone. For example, it does not provide cover for accessories, unauthorised call charges, lost credit, SIM cards or any other loss. This policy will only cover you for accidental damage and theft and does not provide cover for normal wear and tear of your mobile phone.
Unauthorised Repairs	This policy does not provide cover for your mobile phone if it has been repaired by someone other than a repairer appointed by us.

4. How long does your cover last?

Your insurance starts on the later of the following events:

Where you have purchased this policy at the same time as your mobile phone, your insurance will start on the date your mobile phone is despatched.

Where you have purchased this policy after buying your mobile phone, your insurance will start on the date you purchase this policy.

Your insurance ends on the earlier of the following events:

- The date you return your mobile phone to SDHS (in accordance with SDHS's returns policy)
- The date we or the manufacturer replace your mobile phone
- The date this policy is cancelled by you or the Insurer
- One year from the start date on your Certificate of Insurance

The start date is listed on your Certificate of Insurance.

We realise that you may not receive your mobile phone for several days after placing your order. Any claims made towards the end of the term of the policy will take this into consideration.

Important points about your policy:

- If the mobile phone manufacturer replaces your mobile phone, it is your responsibility to contact SDFC to cancel your policy. Your policy **will not** transfer to the replacement mobile phone.
- If you return your mobile phone to SDHS, we will automatically cancel your policy.

5. How to Cancel your Policy?

If, for any reason, you are not satisfied with your policy you can cancel it and receive a refund of premium:

If you cancel your policy within the first 45 days, any premium you have paid will be returned to you in full.

If you cancel your policy after the first 45 days, you will receive a pro rata refund of the premium paid for the policy based on the unexpired number of months remaining.

The first 45 day period begins on the start date on your Certificate of Insurance or the date you received this policy document, whichever is the later.

To cancel your policy, please telephone SDFC on 0800 092 9051 or you can write to:

Insurance Customer Services
Sandringham House
Sandringham Avenue
Chelmsford
CM92 1LH

This policy may also be terminated by the Insurer by giving you 90 days' notice in writing. The Insurer may terminate your policy (i) for legal or regulatory reasons or (ii) where it can no longer offer the cover provided by this policy. Where notice is provided by the Insurer, you will receive a refund of premium as set out above.

IMPORTANT: Please remember, if your mobile phone has been replaced by us (or you received an alternative claim settlement where we could not replace your mobile phone), your policy will have ended and no refund of premium will be paid.

6. How to make a Claim?

Actions you need to take before contacting us:

Action	Description
If your phone has been stolen: <ul style="list-style-type: none"> • Report it to the Police • Tell your network provider • Obtain the IMEI Number 	<p>You should report the incident to the Police or relevant local authorities as soon as possible after the event and obtain a crime reference number. If you are not able to provide a crime reference number, SDFC may not consider your claim.</p> <p>You should also contact your network provider as soon as possible after the incident to request your mobile phone be locked.</p> <p>You should have made a note of the IMEI Number in accordance with section 2 "What does your policy cover?" of this policy. This is a 15 digit number that can be found on your mobile phone's original packaging or by contacting your mobile phone's network provider. SDFC will use the IMEI number to identify your mobile phone.</p>
If your phone has been accidentally damaged: <ul style="list-style-type: none"> • Keep it safe • Obtain the IMEI Number 	<p>In case of accidental damage, please keep the mobile phone as it will be inspected by one of our repairers before we will be able to accept your claim.</p> <p>You should have made a note of the IMEI Number in accordance with section 2 "What does your policy cover?" of this policy. This is a 15 digit number that can be found on your mobile phone's original packaging, by keying *#06# on your mobile phone or by contacting your mobile phone's network provider. SDFC will use the IMEI number to identify your mobile phone.</p>
Report your claim to us within 28 days	<p>Please report your claim to us as soon as possible, but no later than 28 days after the accidental damage or theft. After this time, it is difficult for us to investigate your claim and stop any further damage that may be caused.</p> <p>If you report your claim after 28 days, we may not consider your claim. Claims outside this timeframe will be considered on a case by case basis, for example, if your phone was stolen whilst you were on holiday and you were unable to report your claim. If you make a claim whilst you are outside of the UK, it may take longer to assess. This is because we may have to wait for you to return to the UK to inspect your mobile phone.</p>

Steps to making a Claim:

Steps	Description
Step One	Report the claim to the administrator, SDFC within 28 days. You can contact the SDFC Claims Department on 0800 092 9051. Alternatively, you can write to: SDFC Insurance Claims Department, The Venter Building, Rainton Business Park, Houghton Le Spring, County Durham, DH4 5RA
Step Two	For accidental damage claims, SDFC will arrange for collection of your mobile phone so it can be inspected by an approved repairer. If we choose to offer you a replacement without prior assessment, it is your responsibility to dispose of your mobile phone.
Step Three	Your claim will be assessed and if accepted we will repair your mobile phone or replace it. If your policy has an excess, it will be payable once your claim has been accepted. Payments will be taken over the telephone.
Step Four	Once the excess has been paid, we will repair or replace your mobile phone.

Important points about the Claims Process

- If you make a successful claim for theft, and your mobile phone is then recovered, it becomes the property of the Insurer and you should contact SDFC on 0800 092 9051.
- We may verify if your device has been blocked using a database that is linked to your network provider.
- We may verify the crime reference number using a database that is linked to the relevant authority and contact the Police Station or relevant authority. If you are not able to provide a crime reference number, SDFC may not consider your claim.
- We may verify your IMEI (International Mobile Equipment Identity Number) for your mobile phone with your network provider.
- When applying for insurance, or submitting a claim you or anyone acting on your behalf must take reasonable care to answer all questions honestly and to the best of your knowledge. Failure to do so may affect the validity of your policy or the payment of your claim.
- Please remember, if your mobile phone is replaced by us (or you receive an alternative claim settlement where we cannot replace your mobile phone), your policy will end.
- If your claim is rejected and you are unhappy with the decision, please follow the complaints process set out in section 7 'Making an Enquiry or Complaint'.

7. Making an Enquiry or Complaint

It is our intention to provide you with a high quality service, but there may be times when you feel that this has not been achieved.

For enquiries or complaints relating to arranging, providing or administering your policy (including the terms of your policy and claims handling), please telephone SDFC on 0800 092 9051 or write to the following address:

SDFC Customer Services, Sandringham House, Sandringham Avenue, Chelmsford, CM92 1LH

Please remember to quote your policy number shown on your Certificate of Insurance when submitting an enquiry or complaint.

Where you have submitted a complaint, depending on the nature of the issue you are raising, SDFC may forward your complaint to SDHS if it would be more appropriate for them to handle. Otherwise, SDFC will handle your complaint on behalf of the Insurer.

If your complaint is not resolved to your satisfaction you may, within 6 months of our final decision, refer your complaint to:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123 **E-mail:** complaint.info@financial-ombudsman.org.uk **Web:** financial-ombudsman.org.uk

IMPORTANT: Please remember that the rules and restrictions which the FOS are required to follow mean that there are certain types of dispute upon which the FOS cannot adjudicate, such as any complaint about the sale of this policy by SDHS. When submitting a complaint to the FOS, please remember to state the nature of your complaint and the party to which that complaint was originally addressed.

Alternatively you may use the European Commission's Online Dispute Resolution website at <https://ec.europa.eu/consumers/odr/>

None of the above affects any statutory right of action you may have.

8. Choice of Law

English law applies to this policy, it's written in English and all communications with you will be in English.

9. Changing the Terms of your Policy

We may alter the terms of your policy by giving you 30 days' notice in writing to your last known address. We will only alter the terms of your policy where there is a regulatory or legislative change required or where we are responding to industry guidance and codes or to reflect reasonable cost increases with providing the cover.

10. Compensation Scheme

London General Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our liabilities. General insurance contracts are covered for 90% of the entire claim without any upper limit. You can get more information about the compensation scheme arrangements by contacting the FSCS by telephone on 0800 678 1100 or 020 7741 4100, by visiting their website at www.fscs.org.uk or by writing to: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 Saint Botolph Street, London, EC3A 7QU

11. Status Disclosure

This policy is a contract of insurance between you (as the "Insured Policy Holder" named on the Certificate of Insurance), and the Insurer, London General Insurance Company Limited. London General Insurance Company Limited (Company Registered Number 1865673), is a private company limited by shares and incorporated in England, whose registered head office is at TWENTY Kingston Road, Staines-Upon-Thames, Surrey, TW18 4LG. London General Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN 202689). These details can be found on the FCA's website at www.fsa.gov.uk/register/home.do or by telephoning 0800 111 6768.

12. How we will use your Personal Data

The Insurer is the data controller of your personal data.

Using your personal data: The Insurer will use your personal data in order to provide you with mobile phone insurance. Types of personal data which the Insurer will use include your name, address, telephone number and email address. If you do not provide the personal data required, the Insurer may be unable to provide you with the insurance cover under your policy.

The Insurer's legal basis for processing your personal data include (i) to perform its contract with you (ii) to fulfil its legitimate interests or the legitimate interests of a third party and (iii) to comply with legal obligations to which it is subject. Your personal data will be kept for as long as necessary. It will be deleted or anonymised if it is no longer required for the purposes for which it was obtained.

Transferring your personal data: The Insurer may share your personal data confidentially with other third parties, for example, claims administrators, authorised engineers, IT service providers, telephony service providers and courier service providers.

In providing your policy, your personal data may be transferred outside the European Union. Your personal data will at all times be held securely and handled with the utmost care in accordance with applicable data protection laws.

Your rights: You have a number of rights in relation to your personal data. These include the right to be informed, the right to have access to your personal data, the right to rectification, the right to receive your data in a transferable format, the right to erasure, the right to restriction of processing and the right to object to how your personal data is processed. You also have the right to make a complaint in relation to your personal data to the Information Commissioner

Contact details: The Data Protection Officer can be contacted by writing to the Customer Relations Team, TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucester, GL17 0AF or by emailing Customer.Relations@thewarrantygroup.com or by telephone on 0330 100 3247.

You can contact the Data Protection Officer to obtain a copy of your personal data held by the Insurer, for more information on the rights to your personal data or to exercise one of your data rights. General contact details for the Insurer can be found below.

13. Customers with Additional Requirements

If you have hearing or speech difficulties, you can text telephone on 0800 092 9051.

You can also get a copy of this policy and our other literature in large print, audio or Braille by calling us on 0800 092 9051 or writing to us at the following address:

**Insurance Customer Services,
Sandringham House,
Sandringham Avenue,
Chelmsford,
CM92 1LH**

Contact Details

London General Insurance Company Limited. Registered Number: 1865673. Registered Office: TWENTY Kingston Road, Staines-Upon-Thames, Surrey, TW18 4LG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 202689).

Shop Direct Finance Company Limited. Registered Number 4660974. Registered Office: Aintree Innovation Centre, Park Lane, Netherton, Bootle, L30 1SL. Authorised and regulated by the Financial Conduct Authority (FRN 312190).

Shop Direct Home Shopping Limited. Registered Number 4663281. Registered Office: First Floor, Skyways House, Speke Road, Speke, Liverpool, L70 1AB.