

# REPLACEMENT GUARANTEE INSURANCE POLICY

These terms and conditions, together with your Certificate of Insurance, form your replacement guarantee 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.

Your policy provides cover against breakdown and accidental damage to your electrical appliances detailed on your Certificate of Insurance ("Insured Item"). Please note that having this insurance policy does not mean you should not take care of your Insured Item. 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 that their electrical item, purchased in connection with this Replacement Guarantee, is protected against accidental damage and mechanical breakdown for the period selected.**

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 insurance 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 Insured Item was purchased by you from SDHS

## 2. What does your policy cover?

Risks you are covered for	Benefits you receive
<p><b>The Insured Item named on your Certificate of Insurance is covered worldwide against:</b></p> <ul style="list-style-type: none"> <li>• Breakdown</li> <li>• Accidental Damage</li> </ul>	<p>If your Insured Item breaks down after the manufacturer's warranty has expired, we will replace it with an item 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>If your Insured Item is accidentally damaged during the term of the policy, we will replace it with an item 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> <p>Where a 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 Insured Item.</p>
Important Points	Description
<b>Replacement</b>	The replacement may be a refurbished (not brand new) product. <b>Please note</b> , if your Insured Item is replaced by us (or you receive an alternative claim settlement when we cannot replace your Insured Item), your insurance policy will end.
<b>Worldwide Cover</b>	Cover under this insurance policy is extended whilst the Insured Item is outside of the UK for a period of not more than 30 days during the term of the policy.
<b>Excess</b>	There is no excess for making a claim on this policy.
<b>Manufacturer's Warranty</b>	In relation to accidental damage, this policy is provided in addition to any manufacturer's warranty that applies to your Insured Item.  In relation to breakdown, this policy is provided following the expiry of the manufacturer's warranty that applies to your Insured Item.  Nothing in this policy is intended to affect your rights under your manufacturer's warranty or your statutory rights.

## 3. What does your policy **not** cover?

Risks you are <b>not</b> covered for	Description
<b>Loss</b>	This policy does not provide cover where your Insured Item has been lost (for any reason).
<b>Failure to follow the Manufacturer's Instructions</b>	This policy does not provide cover where your Insured Item has been damaged as a result of failure to follow the manufacturer's instructions including (but not limited to) incorrect or inadequate assembly of the Insured Item and not routinely maintaining the Insured Item (e.g. cleaning).
<b>Breakdown during the Manufacturer's Warranty</b>	This policy does not provide cover for your Insured Item if it breaks down for any reason during the manufacturer's warranty, other than if it is accidentally damaged.
<b>Accidental Damage as a result of not taking care of your Insured Item</b>	<p>Please remember that having insurance does not mean that you should not take care of your Insured Item. You should keep your Insured Item in a good state of repair and take all reasonable precautions to prevent any accidental damage. If you don't take care of your Insured Item, we may decline your claim.</p> <p><b>What do we mean by 'taking care of your Insured Item?'</b></p> <p>You must take care of your Insured Item otherwise we may not accept your claim. There are simple things you can do to ensure you are taking care of your Insured Item, for example, in the case of kettles you should ensure the kettle is regularly descaled.</p> <p>We will always take into account the situation when the accidental damage or breakdown occurred when assessing your claim. Below are examples of where we will not cover claims:</p> <ul style="list-style-type: none"> <li>• You give your Insured Item to someone other than someone you know well and trust</li> <li>• You or anyone else deliberately damages your Insured Item.</li> <li>• The breakdown occurs as a result of failure to follow the manufacturer's instructions, including incorrect installation.</li> <li>• You make changes to the Insured Item which alters its specification from the manufacturer's specification, for example, by making adjustments, modifications, tuning, or realigning your Insured Item.</li> </ul> <p><b>Please note</b>, 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>
<b>Cosmetic Damage</b>	This policy will not cover any damage that does not impair the function or performance of the Insured Item. For example, it will not cover your Insured Item for scratches, dents or similar where your Insured Item still works as expected.
<b>Other costs or losses</b>	This policy does not provide cover for any other loss or costs other than the cost of replacing your Insured Item. For example, it does not provide cover for accessories or any other loss or damage (such as a broken watch strap).  This policy will only cover your Insured Item if it breaks down after the expiry of the manufacturer's warranty and for accidental damage during the term of the policy. It does not provide cover for normal wear and tear of your Insured Item.
<b>Unauthorised Repairs</b>	This policy does not provide cover for your Insured Item if, after breaking down or being accidentally damaged, it has been repaired by you or a third party.

#### 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 Insured Item**, your insurance will start on the date your Insured Item is despatched.

**Where you have purchased this policy after buying your Insured Item**, your insurance will start on the date you purchase this insurance policy.

Your insurance ends on the earlier of the following events:

- The date you return your Insured Item to SDHS (in accordance with SDHS's returns policy)
- The date we or the manufacturer replace your Insured Item
- The date this insurance policy is cancelled by you or the Insurer
- The term of your policy coming to an end in accordance with the Agreement Period listed on your Certificate of Insurance

The start date is listed on your Certificate of Insurance.

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

##### Important points about your policy:

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

#### 5. How to Cancel your Policy?

If, for any reason, you are not satisfied with your insurance 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 insurance 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 insurance 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 this 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 Insured Item has been replaced by us (or you received an alternative claim settlement where we could not replace your Insured Item), your insurance 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
<b>If your Insured Item has broken down or been accidentally damaged</b> <ul style="list-style-type: none"><li>• Keep it safe</li><li>• Do not touch the damaged area</li></ul>	If your Insured Item has broken down after the expiry of the manufacturer's warranty or has been accidentally damaged during the term of the policy, please keep your Insured Item safe as it may need to be inspected by one of our technicians.  Please do not touch the damaged area.
<b>Report your claim to us within 28 days</b>	Please report your claim to us as soon as possible, but no later than 28 days after the accidental damage or structural defect has developed. After this time, it is difficult for us to investigate your claim and stop any further damage that may be caused.  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 Insured Item was accidentally damaged while you were on holiday and you were unable to report your claim. If you make a claim whilst you are outside 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 Insured Item.

##### Steps to making a Claim:

Steps	Description
<b>Step One</b>	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
<b>Step Two</b>	Your claim will be assessed and if accepted, we will arrange for a replacement item to be delivered. When assessing your claim we may: <ul style="list-style-type: none"><li>• arrange with you for the Insured Item to be inspected prior to providing a replacement item or</li><li>• arrange with you for a replacement item to be provided without prior assessment.</li></ul> We may, at our discretion, take possession of the Insured Item and dispose of it. However, if we choose not to exercise this option, you will be responsible for disposing of the Insured Item and any associated costs.

##### Important points about the Claims Process

- 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 Insured Item is replaced by us (or you receive an alternative claim settlement where we cannot replace your Insured Item), 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](mailto:complaint.info@financial-ombudsman.org.uk) **Web:** [financial-ombudsman.org.uk](http://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 insurance 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](http://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](http://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 your insurance policy. 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 cover under your insurance 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 insurance 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](mailto: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**

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### 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.