

Mobile Phone Insurance Terms and Conditions

1. INTRODUCTION

These Terms and Conditions in connection with **Your Certificate of Insurance** prove **You** have chosen protection under the Mobile Phone Insurance scheme and that **You** will be protected by it provided the relevant insurance premium(s) are paid, certain exclusions apply.

Your Mobile Phone will be covered from the **Starting Date** to the **End date** by the Policy.

Some words in this Policy have special meanings, which are explained in Part 3, under the heading **MEANING OF WORDS**. Whenever these words are shown in **bold type**, they have these special meanings; otherwise, they have their ordinary everyday meanings. This Policy is provided by London General Insurance Company Limited, the **Insurer**. Please note that **We, Us or Our** refers to the Policy Administrator which is Shop Direct Finance Company Limited, (SDFC), Aintree Innovation Centre, Park Lane, Netherton, Bootle, Liverpool, L30 1SL, (Company Registration Number 04660974). Shop Direct Home Shopping Limited (SDHS) of First Floor, Skyways House, Speke Road, Speke, Liverpool, L70 1AB (Company Registration Number 04663281) acts as the **Selling Agent** in respect of this Policy.

The Policy shows the details of the benefit provided to **You** in the event of **Mechanical Breakdown (outside manufacturer's guarantee only)**, accidental damage or theft of **Your Mobile Phone**. Part 4 explains the benefits of the Policy, together with circumstances when **You** cannot claim. Certain general information about **Your Policy** is listed in Part 7.

Customers with additional requirements

This policy is also available in large print, audio and Braille. If **you** require any of these formats, please contact Insurance Customer Services on 0844 822 4676. If **you** have hearing or speech difficulties **you** can text telephone **Us** on 0844 822 4676. **We** will be happy to supply **You** with a copy.

2. ELIGIBILITY

You are eligible to take out protection if:

- at the **Date of Purchase** **You** are over 18 years old; and
- the **Mobile Phone** was purchased from a **Catalogue** published by SDHS.

3. MEANING OF WORDS

Administrator

Shop Direct Finance Company Limited (SDFC), Aintree Innovation Centre, Park Lane, Netherton, Bootle, L30 1SL (Company Registration Number 04660974) is appointed to administer the policy on behalf of the **Insurer**.

Catalogue

All Catalogues (including supplements, inserts or websites) published by Shop Direct Home Shopping Limited (SDHS)

Certificate of Insurance

The document confirming **Your** cover under this Policy.

Claims Limit

The **Purchase Price** paid for the **Mobile Phone** or the current retail price, whichever is the lower.

Date of Purchase

The date on which **You** purchased the **Mobile Phone**, as detailed on **Your** original account statement.

End Date

The date **Your** protection under this Policy ends as explained in Part 5.

Family

Your husband, wife, partner, children, mother, father or any relative who resides at the same permanent address as **You**, who **You** have entrusted the **Mobile Phone** to. Please note, in the event of a claim for theft, it is **Your** responsibility to ensure that the Claims procedures are adhered to (see section 6).

IMEI Number

International Mobile Equipment Identity Number.

The unique serial or identification number that **We** will use to identify the **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** airline provider.

Insurer

London General Insurance Company Limited, Floor 2, Integra House, Vicarage Road, Egham, Surrey TW20 9JZ. (Company Registration Number 1865673), whose main business is general insurance.

Mechanical Breakdown

If the **Mobile Phone** is outside of manufacturer's guarantee and suffers a mechanical or electrical failure during normal use the **Administrator** will arrange a repair with an authorised repairer at no cost to **You** which includes either labour and call out charges or labour, call out and parts charges.

Mobile Phone

The pay as you go mobile phone specifically identified by the **IMEI number** and mobile phone number, as detailed on **Your Certificate of Insurance**, purchased by **You** from a SDHS Catalogue and which **You** have chosen to insure under this Policy. The handset must be **Your** property and responsibility, but can be used by a member of **Your Family**.

Please note, the SIM card, unauthorised call charges and used calling credit are not covered under this Policy.

Purchase Price

The amount paid by **You** to purchase the **Mobile Phone** at the **Date of Purchase** excluding any credit charges, interest charges or insurance costs, as detailed on **Your** original account statement.

Selling Agent

The party appointed by the **Insurer** to sell this Policy to **You**. This is Shop Direct Home Shopping Limited (SDHS) of First Floor, Skyways House, Speke Road, Speke, Liverpool, L70 1AB. (Company Registration Number 04663281).

Starting Date

The date **Your** protection starts as explained in Part 5, and as detailed on **Your Certificate of Insurance**.

UK

England, Scotland, Wales, Northern Ireland, and the Isle of Man.

We/Us/Our

Shop Direct Finance Company Limited (SDFC), Aintree Innovation Centre, Park Lane, Netherton, Bootle, Liverpool, L30 1SL.

You/Your

The individual named on the **Certificate of Insurance**, who is the owner of the **Mobile Phone**, has applied for the insurance and has agreed to pay the premium under this Policy.

4. BENEFITS AND EXCLUSIONS

BENEFIT

Mechanical Breakdown

If after the **Starting Date** and before the **End date**, and **your mobile phone** is outside the manufacturer's guarantee, **Your Mobile Phone** suffers from **Mechanical Breakdown** during normal use this Policy will cover the cost of repair to **Your Mobile Phone** (including parts, labour and VAT) which will be arranged by **Us**.

If the **Mobile Phone** is uneconomical to repair, at **Our** discretion, **You** will be provided with a replacement **Mobile Phone** of identical (if available) or equivalent specification.

Accidental damage

If after the **Starting Date** and before the **End Date**, **Your Mobile Phone** is the subject of accidental damage, this Policy will cover the cost of repairing **Your Mobile Phone** (including parts, labour and VAT), which will be arranged by **Us**.

If the **Mobile Phone** is uneconomical to repair, at **Our** discretion, **You** will be provided with a replacement **Mobile Phone** of identical (if available) or equivalent specification.

Theft

If after the **Starting Date** and before the **End Date**, **Your Mobile Phone** is the subject of theft, this Policy will cover the cost of replacing **Your Mobile Phone**, providing **You** with a replacement mobile phone of identical (if available) or equivalent specification. Replacements will be arranged by **Us**.

Cover under this Policy is extended whilst the **Mobile Phone** is outside the **UK** for a period of not more than 30 days in any 12 month period. However, settlement is only provided upon **You** or **Your Family** member's return to the **UK** and as long as **You** have abided by the relevant Claims procedure (see section 6).

Important – applicable to all claims:

- If in the event of a successful claim, **You** receive a replacement mobile phone, this Policy will be terminated.
- This Policy will only cover repair or replacement costs exceeding £20 including VAT, per claim.
- **Claims Limit:** Under this Policy, **You** can make an unlimited number of claims; however the total sum of all successful claims made under this Policy is limited to the **Purchase Price** of the **Mobile Phone** or the current retail price, whichever is the lower.

EXCLUSIONS

Accidental Damage Exclusions:

- You** cannot make any claim for accidental damage in the following situations:
- If the damage is due to normal wear and tear, scratching, transportation of the **Mobile Phone**, electrical or mechanical failure, or any cosmetic damage; or
 - If the damage is due to any repair not previously completed by **Us**, and/or if the **Mobile Phone** is under warranty by a repairer; or
 - If the damage is caused by manufacturing faults, or by not following the manufacturer's operating instructions; or
 - If the damage is caused by terrorism, riot or war.

Theft Exclusions

You cannot make any claim for theft in the following situations:

- Theft of the **Mobile Phone** from an unattended motor vehicle, unless stored in the glove box or locked boot. The vehicle must be locked at all points of access and all security devices activated. Damage must be caused by the thief and evidence provided with **Your** claim. Cover will not be provided if the vehicle cannot be secured against unauthorised entry; or
- Theft of the **Mobile Phone** where it has been left in an unattended building or premises, unless evidenced damage was caused in gaining entry to, or exit from, the premises; or
- Theft of the **Mobile Phone** where it has been left in a public place or a place to which other people have access, unless it is locked in a secure safe, locker or similar lockable compartment which only **You** or **Your Family** member have access to; or
- If the **Mobile Phone** was on **Your** person at the time of theft, except where the use of physical force or violence against **You** was threatened or used; or
- Theft of the **Mobile Phone** where it has been passed to someone else other than a member of **Your Family**; or
- For any **Mobile Phone** contained in baggage unless this is carried by **You** or a member of **Your Family**.

General Exclusions

This Policy does not provide cover for:

- Loss of the **Mobile Phone**; or
- The cost of replacing **Mobile Phone** accessories or unused calling credit; or
- Any wilful act or neglect, or malicious damage to **Your Mobile Phone**; or
- The cost of unauthorised call charges; or
- Any incident for which **You** wish to make a claim, that occurred prior to the **Starting Date** or after the **End Date**; or
- Mechanical and/or electrical breakdown inside the manufacturer's guarantee; or
- Any damage caused due to acts of God (i.e. flood, earthquake, high winds, lightning strike); or
- Any work that relates to a manufacturer's defect or a recall of the **Mobile Phone**
- Any repairs not authorised by **Us**; or
- General wear and tear, or gradual deterioration associated with everyday use or for the age of the **Mobile Phone**; or
- Any cosmetic damage which does not impair the function or performance of the **Mobile Phone**; or
- **Mobile Phones** modified in any way from the manufacturer's specification; or
- Where the **IMEI Number** cannot be determined from the **Mobile Phone**; or
- Loss resulting from events which are indirect or remote to the incident of accidental damage or theft; or
- Loss or corruption of data, images, games, logos, wallpaper, videos, or downloads, due to loss of, theft of, breakdown of, or damage to, the **Mobile Phone**, or damage caused by a virus. It is recommended that **You** keep a back-up copy of all data; or
- Any loss which is due to a natural or avoidable catastrophe, such as severe weather conditions, war, riot, strike, flooding, earthquake, etc.

5. HOW LONG DOES YOUR PROTECTION LAST

Your protection starts on the date **You** receive delivery of **Your Mobile Phone** and ends on the earliest of the following:

- the date **We** replace the **Mobile Phone**; or
- the date **You** cease to own the **Mobile Phone**; or
- the date **Your** Policy is cancelled by **Us** or **You**; or
- the date at which the total repair and/or replacement costs exceeds the **Claims Limit**; or
- one year from the **Starting Date**, as detailed on **Your Certificate of Insurance**.

Before the end of **Your Policy**, **We** may send **You** a renewal notice detailing the cost of the next policy term. This will include any changes **We** may have made to the terms and conditions. **We** will let **You** know at least 30 days prior to the expiry of **Your** existing Policy in order that **You** will have time to provide **Us** with alternative payment details if necessary, or to decline the renewal.

6. HOW DO YOU CLAIM

Should **You** need to make a claim simply telephone us on:

Whilst in the UK	0844 822 4675
Whilst outside the UK	(+44) 844 822 4675

Telephone Line opening hours 08:30 to 20:00 Monday to Friday and 09.00 to 13:00 Saturday.

Please follow these simple steps:

Mechanical Breakdown:

Please contact **Us** within 48 hours of **You** discovering the fault. **You** will then be advised of the repair procedure and any actions **You** may be required to take.

Theft Claims

1. **You** or **Your Family** member must report the incident of theft to the Police (or relevant local authorities, if **You** are outside of the **UK**) within 24 hours of **You** or **Your Family** member discovering the incident of theft and obtain a crime reference number, the Police Station's details and the Police officer's name. A copy of the Police report will be required to confirm the circumstances of **Your** claim.
2. **You** must contact the airline provider within 24 hours of **You** discovering the incident of theft, and request **Your Mobile Phone** to be locked. Written confirmation (detailing the **IMEI Number**) of **Your Mobile Phone** being successfully locked must be obtained from the airline provider and forwarded to **Us**.
3. **You** must telephone **Us** within 48 hours of **You** discovering the incident of theft and ask for a Claim Form to be sent.
4. If possible, **You** must also register **Your** stolen **Mobile Phone** on the national register at www.immobilise.com **You** will require the **IMEI Number** to complete registration.

Accidental damage claims

Please contact **Us** within 48 hours of **You** discovering the incident of accidental damage. **You** will then be advised of the repair procedure and any actions **You** may be required to take.

Claims Conditions

- The completed Form must be sent to the SDFC Claims Department, Sandringham House, Sandringham Avenue, Chelmsford, CM92 1LH, as soon as reasonably possible after receiving it.
- At the time of claim, **We** must receive evidence of the purchase of the **Mobile Phone** by **You**. Such evidence must include the original or clear bona fide copy of the original SDHS account statement.
- Should **You** fail to provide **Us** with the necessary information and correctly completed Claim Form, this may delay the processing of or invalidate **Your** claim.
- **You** must retain the **Mobile Phone** in the event of accidental damage for inspection by the repairer, or **We** may be unable to deal with **Your** claim.
- If **You** receive a replacement mobile phone, **We** may take possession of the original **Mobile Phone** and dispose of it. If **We** choose not to take possession of the **Mobile Phone**, **We** will not be responsible for any disposal charges.
- **You** will be requested to return the damaged **Mobile Phone** to **Us** for inspection as part of the claims assessment process. If requested to do so, **You** must send the **Mobile Phone** by secure means, **We** highly recommend **You** using Royal Mail Special Delivery. The **Mobile Phone** will remain **Your** responsibility until **We** have received it. Please note, **You** will not be reimbursed for any postage or packing cost incurred by **You** in returning the damaged **Mobile Phone**.
- For fire damage **You** must obtain a fire reference number.

7. GENERAL CONDITIONS

This Policy is limited to **Mobile Phones** purchased from the **Selling Agent's Catalogue**.

- This Policy is written in English and all correspondence entered into shall be in English. Unless agreed to the contrary prior to Policy inception, this Policy shall be subject to English Law.
- Fraud: If **You** or anyone acting on **Your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this Policy shall be terminated and **You** will forfeit all rights under this Policy. In such circumstances, **We** retain the right to keep the premium and to recover any sums paid by way of benefit under this Policy.

If **We** receive a claim under **Your** Policy they may ask **You** to give written consent, during the claims process, for them to obtain specified information and material from the Police and to exchange information and material with them. The purpose of these measures is to help them verify claims and to guard against fraud.

If **You** give such consent **You** will be given the opportunity to receive a copy of the information and material the Police released to **Us**. Should **You** decline to give such consent then **We** may in turn decline to settle the claim without the required information and material.

- This Policy cannot be transferred to anyone or any other product.
- **You** must take reasonable care of **Your Mobile Phone** and keep it in a good state of repair and take all reasonable precautions to prevent any accidental damage or theft.
- **We** and the **Insurer** reserve the right to cancel this Policy by giving **You** 30 days written notice.
- **You** are advised that any telephone calls made to **Us** or the **Insurer** are recorded. These recordings are used to monitor the accuracy of information provided by their staff and their customers. They may be used to allow additional training to be provided to their staff or to prove that their procedures comply with legal requirements. Their staff are aware that conversations are recorded.

The **Insurer** is a member of the Financial Services Compensation Scheme (FSCS). It is a duty of the FSCS to ensure that a percentage of sums owed to policyholders by an insurance company in liquidation is paid to those policyholders if the company itself is unable to meet its liabilities in full. Under the Scheme General Insurance is covered for 90% of the entire claim. This compensation system is subject to restrictions and not all policyholders are eligible. Further details are available on request from **Us** or from the FSCS on 0207 892 7300 or online at enquiries@fscs.org.uk.

- In the event of an insurance claim, any information that **You** provide to **Us** may be put onto a Register of Claims through which insurers share information to prevent fraudulent claims. A list of participants and the name and address of the operator are available from **Us**.

8. CANCELLATION RIGHTS

You may cancel the policy within 14 days of receiving these terms and conditions and obtain a full refund of **Your** annual premium. **You** can do this by returning this policy document or by sending **Your** request to cancel in writing, to Customer Service Dept, Sandringham House, Sandringham Avenue, Chelmsford, CM92 1LH or on telephone number 0844 822 4676. **You** may cancel the policy after such 14 day period, but no refund of premium will be given unless cover has been extended for a second year in which case, if **You** cancel after this 14 day period, **You** will receive a proportionate refund based on the unexpired period remaining, unless **You** have made a claim for a repair or, replacement in respect of the **Mobile Phone** in which case no refund will be given.

9. CUSTOMER EXCELLENCE

It is **Our** objective at all times to provide a first class service but there may be times when **You** feel that this has not been achieved.

For complaints relating to the selling of this Policy please write to the **Selling Agent**, SDHS at: Complaints Management Team, Sandringham House, Sandringham Avenue, Chelmsford, CM92 1LH quoting **Your** Policy number.

For complaints relating to the administration of this Policy please write to **Us** at **Customer Excellence Team, Sandringham House, Sandringham Avenue, Chelmsford CM92 1LH**.

For complaints relating to the terms of this contract please write to the **Insurer**, London General Insurance Company Limited at The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF. If **You** are not satisfied with the response **You** may write to the Managing Director of the insurance company of the same address.

If **Your** complaint addressed to any of the above parties is not resolved to **Your** satisfaction **You** may contact the Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall, London, E14 9SR stating clearly the nature of the complaint and the party to which that complaint was originally addressed. Please note 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 the **Selling Agent**.

None of the above affects any right of action **You** may have.

10. DATA PROTECTION

In respect of information passed to both of them, the **Selling Agent** and the **Insurer** act as joint data controllers within the meaning of the Data Protection Act 1998. In respect of information passed solely to either party, the receiving party acts as a data controller.

The details **You** supply will be stored and used by the **Selling Agent** and **Us** to administer **Your** insurance and the **Insurer** in respect of underwriting **Your** insurance cover. **We** will act as a data processor. **Your** personal details may be transferred outside the EU.

They will at all times be held securely and handled with the utmost care in accordance with all principles of the English law. In addition to collecting, holding and processing data itself, the **Selling Agent** will pass data to other companies within the Shop Direct group of companies. The **Selling Agent** and other SDHS Brands may contact **You** about other products and services. If **You** would prefer not to receive this information please contact the Data Protection Unit, Shop Direct Home Shopping Limited, Sandringham House, Sandringham Avenue, Chelmsford, CM92 1LH. **Your** details will not be kept for longer than necessary.