Very Protect – Replace Certificate of Insurance

This is to certify that in return for the premium you have paid and subject to the Terms and Conditions of this policy, Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG agree to meet the type of claims set out above under ‘What is Covered’ that are made by the insured for the products occurring during the period of cover.

Your policy does not cover every eventuality. Please read the Terms and Conditions carefully for full details of what is covered, what is not covered and how to make a claim. This document contains all the Terms and Conditions that apply to this policy. If you have existing policies that give the same cover elsewhere, you will need to consider whether you may be paying for duplicate cover.

HOW TO CLAIM: Register your claim with the administrator by telephone on 0800 092 9051

Product(s) covered:

Product:
Start Date:
Expiry Date:
Manufacturer’s Warranty Expiry Date:
Premium:

IMPORTANT: We realise that you may not receive your product for several days after placing your order. If the actual delivery date of your product differs to the ‘Start Date’ shown on this Certificate of Insurance, please notify the administrator at the point of claim, quoting your Certificate Number and the actual delivery date of your product.

DEMANDS AND NEEDS: This insurance policy meets the demands and needs of those who wish to insure their electrical item against accidental damage and breakdown for the period of cover.
1. INTRODUCTION

Very Protect – Replace insurance for accidental damage and breakdown is arranged and administered by Shop Direct Finance Company Limited and underwritten by Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG.

Shop Direct Finance Company Limited is registered in England and Wales under Company No. 4660974, with its registered office address at Aintree Innovation Centre, Park Lane, Netherton, Bootle, L30 1SL. Shop Direct Finance Company is authorised and regulated by the Financial Conduct Authority (Firm Reference No. 312180).

Novus Underwriting Limited is registered in England and Wales under Company No. 10844265, with its registered office address at Cumberland House, 129 High Street, Billericay, Essex, CM12 9AH. Novus Underwriting Limited is an appointed representative of Direct Insurance Group Plc, which is authorised and regulated by the Financial Conduct Authority (Firm Reference No. 306080).

Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG. Registered Office: Aeulestrasse 60 (2. Stock) 9490 Vaduz, Liechtenstein is authorised and regulated by the Liechtenstein Financial Market Authority and is deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (Firm Reference No. 454140).

Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority’s website.

The authorisation details of each firm can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling 0800 111 6768.

HOW TO CLAIM: Register your claim with the administrator by telephone on 0800 092 9051 as soon as possible, but no longer than 28 days after noticing the damage. For more information, please see section 7 ‘How to make a claim’.

2. DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy in bold:

Accidental damage: A sudden and unforeseen event causing breaking, failure, distortion or burning out of any component part of the product, causing its sudden stoppage and necessitating repair or replacement before it can operate as intended.

Administrator: Shop Direct Finance Company Limited, appointed to administer this policy on behalf of the insurer.

Breakdown: The sudden and unforeseen breaking, failure, distortion, or burning out of any component part of the product, found outside of the manufacturer’s warranty period, whilst in ordinary use, causing its sudden stoppage and necessitating repair or replacement before it can operate as intended.

Data Controller: The insurer and the administrator, who each determines the purposes and means of processing your personal data.

Insured, you, your: The person or persons whose name and address is detailed under the ‘Insured’ section on your Certificate of Insurance.

Insurer, our, us, we: Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG.

Period of cover: The period starting on the ‘Start Date’ and ending on the ‘Expiry Date’ on your Certificate of Insurance.

Product(s): The item(s) detailed under the ‘Product(s) Covered’ section on your Certificate of Insurance.

UK: The United Kingdom of Great Britain and Northern Ireland (excluding Isle of Man and the Channel Islands).

Wear and tear: The gradual deterioration associated with normal use and age of the product.

3. WHO IS COVERED

You are eligible to take out this policy if you meet all of the following criteria:

Please read this document carefully as there are conditions and exclusions which limit your cover and we do not wish you to discover after an incident has occurred that you are not insured. If you have any queries, please call the administrator on 0800 092 9051.

You and your family must take all reasonable precautions to safeguard the product and to avoid damage to it. This includes, but is not limited to, ensuring that the product is maintained in accordance with the manufacturer’s instructions. If you fail to do so any claim you make may be rejected by the administrator.
• you are 18 or older at the date of purchase;
• you are resident in the UK; and
• you purchased your product from the retailer Shop Direct Home Shopping Limited trading as Very.

4. WHAT IS COVERED
We will replace your damaged product in the event of accidental damage or breakdown as set out below:

ACCIDENTAL DAMAGE which results in:
- failure of electrical components
- failure of mechanical components
- breakage of handles, knobs, integral components
Examples of accidental damage, include, but are not limited to:
- water damage to your product
- dropping your product
- cracking or damaging the screen on your product
- damaging doors or hinges that mean the product cannot function

BREAKDOWN which results in:
- failure of electrical components
- failure of mechanical components

IMPORTANT:
- Accidental damage provides cover for specific accidental events. It is not a general cleaning or maintenance contract. As such, cover is not provided for damage, accidental or otherwise, which has occurred or accumulated over a period of time.
- Breakdown arising during the manufacturer’s warranty period should be reported to the manufacturer or Shop Direct Home Shopping Limited from whom you purchased your product to be dealt with under the manufacturer’s warranty.
- Worldwide cover - this policy covers the product while it is outside of the UK for a period of not more than 30 days during the period of cover. We can only arrange a replacement of your product when you return to the UK.
- The replacement may be a refurbished (not brand new) product.
- We cannot guarantee we will be able to replace your product with one of the same colour or replace any limited or special editions with an identical product.

5. WHAT IS NOT COVERED
Any claim for or resulting from the following will not be covered:
(a) Damage caused deliberately by you or any person.
(b) Any damage resulting from wear and tear.
(c) Any damage resulting from neglect, abuse, or misuse of the product.
(d) Loss or theft of the product.
(e) Breakdown first discovered before the expiry of the manufacturer’s warranty period.
(f) Failure to follow the manufacturer’s instructions, which includes damage caused by incorrect or inadequate assembly, not routinely maintaining the product (which includes updating software and firmware) or using non-approved accessories.
(g) Cosmetic damage that does not affect or impair the function, performance or safe use of the product.
(h) The effects of sunlight, wind, weather, rusting, radiation, building fire, smoke damage, flooding or corrosion upon the product.
(i) Breakdown in a product manufactured with a defective design or specification that is subject to a manufacturer’s recall.
(j) Consumable items requiring routine replacement such as any projection lamps, light bulbs, disposable bags, filters, oven liners or batteries.
(k) Any repairs that have not been authorised by the administrator including any repairs carried out outside the UK.
(l) Damage caused by any animal other than your pet(s).
(m) Costs, expenses or any other financial loss, such as loss of earnings, fitting, installation costs, removal costs and loss of refrigerated foods, other than the cost we agree for replacing the product.
(n) Use of the product in business premises or in residential premises which you let or sublet.
(o) Damage not consistent with the original claim or misrepresentation of an occurrence.
(p) Electronic data that is lost, destroyed, distorted, altered, or otherwise corrupted.
(q) The variation and/or failure to public services (including water, electricity, or gas supply) however caused (including adverse weather conditions) or gas leaks.
(r) War: Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

(s) Terrorism: Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. We will, however, cover any loss or damage (but not related cost or expense) caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.

(t) Radiation: Any direct or indirect consequence of irradiation or contamination by nuclear material or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

(u) Electronic data: Any consequence of, howsoever caused, including, but not limited to, a computer virus resulting in electronic data being lost, destroyed, distorted, altered or otherwise corrupted. For the purposes of this policy, electronic data shall mean facts, concepts and information stored to form useable data for communications, interpretations or processing, by electronic or electromechanical data processing, or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such hardware. For the purposes of this policy, computer virus shall mean a set of corrupting, harmful or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, that multiply themselves through a computer system or network of whatsoever nature.

- where you have purchased this policy after buying your product, your cover will start on the date you purchase your policy. This is shown as the ‘Start Date’ on your Certificate of Insurance.

If the actual delivery date of your product differs to the ‘Start Date’ shown on your Certificate of Insurance, please notify the administrator at the point of claim quoting your Certificate Number and the actual delivery date of your product.

BREAKDOWN: Your cover for breakdown will start following the expiry of the manufacturer’s warranty period.

Your policy will end as soon as any of the following events occur:

- your policy expires on the ‘Expiry Date’ as set out in your Certificate of Insurance; or
- you return your product to the retailer, Shop Direct Home Shopping Limited, in accordance with its returns policy; or
- your claim has been settled by a replacement or an alternative settlement; or
- you or the insurer cancels the policy in accordance with section 9 ‘Cancellations and Refunds’; or
- you modify the product.

If you cancel the purchase of your product before it is delivered to you or you return your product to the retailer, Shop Direct Home Shopping Limited, in accordance with its returns policy, we will cancel your policy automatically and you will receive a refund of premiums as set out in section 9 ‘Cancellation and Refunds’.

This policy will not be renewed.

7. HOW TO MAKE A CLAIM

HOW TO MAKE A CLAIM: Register your claim by telephone on 0800 092 9051 or by writing to Insurance Claims Department, The Venter Building, Rainton Business Park, Houghton Le Spring, County Durham DH4 5RA as soon as possible, but no longer than 28 days after noticing the damage. If you report a claim after 28 days we may not consider your claim. Claims outside this timeframe will be considered on a case by case basis.

HOW WE WILL SETTLE CLAIMS: Valid claims will be settled by replacing the damaged product with one which is the same make and model as your product. If your product is replaced, your policy will come to an end.

REPLACEMENT: The administrator will replace your damaged product with one which is the same make and model as your product. If the administrator cannot
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do this you will be given a choice of make and model with an equivalent specification.

Where damage is to an accessory supplied with the product, only the damaged accessory will be replaced. For example, where a charger is broken, a replacement charger will be provided.

ALTERNATIVE SETTLEMENT: If the administrator is not able to replace the damaged product satisfactorily, the administrator will contact you to arrange an alternative settlement. The value of the alternative settlement will be limited to the amount you paid for the product.

If the administrator provides you with a replacement or an alternative settlement, we reserve the right to take sole ownership of the defective product. If we choose to take ownership, the defective product will be collected from you following the delivery of the replacement or the provision of the alternative settlement. If we choose not to collect the defective product as above, the ownership of it and the responsibility for it (including disposing of it) will remain solely with you.

8. FRAUDULENT CLAIMS
You must not act in a fraudulent manner. If you or anyone acting for you:
- makes a claim under your policy knowing the claim to be false or fraudulently exaggerated in any respect;
- makes a statement in support of a claim knowing the statement to be false in any respect;
- submits a document in support of a claim knowing the document to be forged or false in any respect; and/or
- makes a claim in respect of any loss or damage caused by your wilful act,

we may:
- not pay the claim or any other claim made under your policy;
- declare your policy void and not make any return of premium;
- be entitled to recover the amount of any claim already paid under your policy from you; and/or
- inform the police of the circumstances.

9. CANCELLATION AND REFUNDS
If, for any reason, you are not satisfied with your policy you can cancel it at any time and receive a refund of premium as follows:
- if you cancel your policy within the first 28 days and have not made a successful claim under your policy, any premium you have paid will be returned to you in full; or
- if you cancel your policy after the first 28 days and have not made a successful claim, you will receive a pro rata refund of the premium paid for the policy based on the number of full months remaining on the period of cover.

The 28 day period begins on the ‘Start Date’ set out in your Certificate of Insurance or the date you received these policy documents, whichever is later.

Your policy will end if you make a successful claim.

To cancel your policy, please contact the administrator by telephone on 0800 092 9051 or by writing to Insurance Customer Services Sandringham House Sandringham Avenue Chelmsford CM92 1LH, quoting your Certificate Number and explaining your reasons for wanting to cancel your policy. Where premium is due to be returned to you, this will be refunded through your original method of payment.

The insurer may at any time cancel any insurance document by giving 14 days’ notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include, but are not limited to:
- fraud;
- non-payment of premium;
- threatening and abusive behaviour;
- non-compliance with these Terms and Conditions;
- you have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Provided the premium has been paid in full, you will be entitled to a pro rata refund of the premium paid for the policy based on the number of full months remaining on the period of cover less the value of any claims made under the policy.

10. GENERAL ADMINISTRATION TERMS AND CONDITIONS
- The administrator will arrange and administer your policy and settle all claims in accordance with these Terms and Conditions.
- You are responsible for informing the administrator of a change of your address by telephone on 0800 092 9051 or by writing to Insurance Customer Services, Sandringham House, Sandringham Avenue, Chelmsford, CM92 1LH.
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- You cannot transfer this policy to another person.

- When your cover under the policy ends it will not have a cash or surrender value.

- We may amend these Terms and Conditions for legal or regulatory reasons. Where this change benefits you, we will make the change immediately and notify you of the change within 28 days. In all other cases we will write to advise you of the change at least 28 days prior to any change taking effect. If you wish to cancel your policy, you may cancel it and you will receive a pro rata refund of the premium paid for the policy based on the number of full months remaining on the period of cover after the value of any claim(s) have been deducted, where applicable.

- This policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or Wales.

- To improve the quality of our service, we will monitor and record some telephone calls.

11. MAKING A COMPLAINT

If you have a complaint about the sale of your policy, how your policy has been administered or a claim that you have made on your policy, please contact the administrator by telephone on 0800 092 9051 or by writing to Insurance Customer Services, Sandringham House, Sandringham Avenue, Chelmsford CM92 1LH.

In some cases the administrator may refer your complaint to Novus Underwriting Limited. You can contact Novus Underwriting Limited by email at complaints@novusunderwriting.com or by writing to 4th Floor, 34 Lime Street, London EX3M 7AT.

If you are not happy with the outcome of your complaint, you have the right to refer your complaint to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by writing to The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR or by telephone on 0300 123 9123 or visit www.financial-ombudsman.org.uk. The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

12. FINANCIAL SERVICES COMPENSATION SCHEME

Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit.

You can get more information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk. You may also contact the FSCS on their Freephone number 0800 678 1100 or 020 7741 4100 or you can write to Financial Services Compensation Scheme PO Box 300, Mitcheldean GL17 1DY.

13. DATA PROTECTION

We and the administrator are a Data Controller (as defined by the General Data Protection Regulations) for the data you provide to us. We need to use your data in order to arrange your policy and associated products. We may collect personal information about you, including:

- name, address, contact details;
- financial information such as bank details; and/or
- details of any claim.

We may also collect sensitive personal information about your health where we consider a change to our procedures will likely provide you with a better customer outcome. This will only be collected with your consent.

You are obliged to provide information without which we will be unable to provide a service to you. Any personal information provided by you may be held by us in relation to your policy. It may be used by our relevant staff in making a decision concerning your policy and for the purpose of servicing your policy. It may be held by the administrator for administering claims. Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. We may obtain information about you from credit reference agencies, fraud prevention agencies and others to check your credit status and identity. The agencies will record our enquiries, which may be seen by other companies who make their own credit enquiries. If you provide false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may use these records to:

- help make decisions on insurance proposals and insurance claims for you and members of your household;
- trace debtors, recover debt, prevent fraud and manage your insurance policies; and/or
- check **your** identity to prevent money laundering, unless **you** furnish **us** with satisfactory proof of identity.

**We** process all data in the UK but where **we** need to disclose data to parties outside the European Economic Area (EEA), **we** will take reasonable steps to ensure the privacy of **your** data during such transfers by contracting parties to EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EEA.

In order to protect **our** legal position, **we** will retain **your** data for a minimum of 7 years. **We** have a Data Protection regime in place to oversee the effective and secure processing of **your** data. Under Data Protection legislation, **you** can ask **us** for a copy of the data **we** hold, have it corrected, sent to a third party or deleted (subject to **our** need to hold data for legal reasons). **We** will not make **your** personal details available to any companies to use for their own marketing purposes.

If **you** wish to complain about how **we** have handled **your** data, **you** can contact **us** and **we** will investigate the matter. If **you** are not satisfied with **our** response or believe **we** are processing **your** data incorrectly, **you** can complain to the Information Commissioner’s Office by writing to Information Commissioner’s Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF or by telephoning 0303 123 1113.

For more information about how the administrator uses **your** data, please see the administrator’s privacy notice at www.very.co.uk.