

POLICY TERMS AND CONDITIONS

It is important for your benefit and protection that you read these terms and conditions. These and your certificate, and any changes we notify you about, form your agreement with us.

Definitions

IMEI number: also known as an International mobile equipment identity number, the unique identifying number assigned to nearly every cellular enabled device, it is a 15 digit string, typically found behind the battery or SIM gate.

policy: this contract of insurance.

product(s): the item(s) or mobile phone (including the battery and other accessories provided when purchased, but not including the SIM card) protected by this policy, as shown on your certificate.

we/us/our: Domestic & General Insurance PLC, the provider of the policy.

you/your: the person named on your certificate.

your certificate: the personalised section of your policy documentation, sent to you once you have taken out a policy.

Is this policy for you?

You must be 18 years old or over and resident in the United Kingdom, Isle of Man and Channel Islands to be eligible. Your product must:

- be owned by you;
- have been purchased or, if delivered following purchase, received by you less than 60 days ago and be in good working order when you take out the policy;
- be used for personal and non-business purposes only; and
- have been bought from John Lewis & Partners.

Important conditions

- All information you give must be true, factual and not misleading.
- Your product must have been installed, maintained and used in accordance with the manufacturer's instructions.
- Your product must be used in a private home, solely occupied by a single household (at the address you gave to us), other than portable products such as tablets.
- For products which can store data, you must ensure that your product does not contain any content that may be considered to be illegal, and if we find any content we consider to be illegal, we reserve the right to inform the relevant authorities.

Your responsibilities

You must arrange any work required to make your product accessible and compliant with all relevant safety standards and safe to work on (as determined by our engineer). We will not do any work where these standards are not met.

If you do not comply with the conditions and the responsibilities requirements above, we will end your policy.

What this policy covers

Accidental damage during and after the manufacturer's guarantee

If your product suffers accidental damage (so that the product is no longer in good working order, including TV screen burn at any time while the policy is in force, we will (at our option) arrange a repair (see 'Repairs' below) or arrange a replacement (see 'Replacements' below).

Breakdown (after the manufacturer's guarantee)

If your product suffers a mechanical or electrical breakdown after the end of the manufacturer's parts and labour guarantee period, we will (at our option) authorise a repair (see 'Repairs' below), arrange a replacement or pay the cost of a replacement product (see 'Product replacements' and 'Gift card replacements' below).

Territorial limits

Your product is covered for claims that occur anywhere in the world; however, any repairs or replacements under this policy will only be carried out within the United Kingdom.

How to make a claim

To make a claim please contact us as soon as possible by going online to www.myprotectplus.com and selecting 'make a claim' or by calling on 0333 000 4994 (8am to 8pm Monday to Saturday, and 10am to 6pm Sundays and public holidays). In most cases your claim will be assessed immediately.

Once we have approved your claim, we will either arrange a repair or replacement (see 'Repairs', 'Replacements' and 'Disposal, delivery, installation and other costs' below).

If you need to make a claim under your John Lewis & Partners guarantee please visit www.johnlewis.com/customer-services/guarantees-and-troubleshooting-guides?dt=guarantees

Preparing your product for a claim

You will need to tell us your product's IMEI number/serial number. When preparing your product please DO NOT pack it with your SIM or memory card, any other accessories or any other items that do not relate to the claim. We will have to destroy any SIM or memory cards we receive, so these should always be removed first before sending your product for repair or replacement. We are unable to recover and return these items. If you believe the fault is connected to the power unit/charging cable then please send this in, but otherwise do not pack these.

For all relevant products (such as laptops, tablets, cellular enabled devices and wearable tech) you must ensure that you remove all blocks from your device, before you send the product to us for repair or replacement. This includes any operator specific security system blocks (such as "Find My"). You will need to switch off or uninstall any app, personal PIN locks or operator specific security locks which prevent our access to the product. We will always provide you with an explanation of how to remove these blocks and other items. Failure to remove them or to follow our reasonable instructions on how to deal with them is likely to significantly delay your claim; if we have your product in our possession, we will return it to you without completing the repair or replacement. You will have to pay any additional collection, assessment and/or delivery costs incurred by us as a result and then resubmit the claim.

Please note, if we carry out a repair, we will restore your product to factory settings. This will delete any data stored on the product. Please therefore remember to regularly back up your data.

Repairs

Where we authorise a repair, we will pay call-out charges, the cost of labour and the cost of parts (as long as these are not covered by another guarantee or warranty on the product). Only engineers approved by us are authorised to carry out repairs under this policy, unless we agree otherwise in advance. Repairs will be carried out by manufacturer-accredited engineers or by authorised engineers using genuine parts. Repairs will be done either onsite (at your home) or offsite (away from your home). We will confirm the repair process when you make a claim.

Onsite repairs

All onsite repairs will be carried out within the engineer's normal working hours (which are at least 9am to 5pm, Monday to Friday) on a date agreed with you. Please have your policy documentation to hand when the engineer arrives.

If we authorise a repair but are unable to find an engineer, we'll permit you to use your chosen engineer. You will have to pay them and claim the cost back from us. Please keep a copy of your invoice to send to us.

If we permit you to use your chosen engineer and the proposed repair is estimated to cost more than the repair authority limit: £150 then you must ring the repair authority line on 0800 597 8580 (open 8am to 6pm Monday to Friday, 8.30am to 1.30pm Saturdays and closed Sundays and bank holidays) for an authority number before work starts.

Offsite repairs

All offsite repairs will be carried out away from your home. We will arrange for collection or send you packaging, a returns form and a prepaid protective envelope (for use from within the United Kingdom, Isle of Man or Channel Islands) for you to send us your product. We will confirm the collection process when you make a claim.

Once repaired, your product will be returned to your address at no additional charge.

Replacements

For accepted claims, we may decide (at our discretion) to arrange for you to receive either a replacement item or give you a John Lewis & Partners gift card, rather than carry out a repair (for example where we cannot repair it or we decide that it is uneconomical for us to repair your product). For items such as laptops, wearable technology, tablets, headphones or game consoles, we may decide to provide you with either a remanufactured or a refurbished replacement, rather than a new one. All replacements will be of the same or similar make and technical specification as your product. However, it may not be the same colour as your original product. We will not transfer your data to a replacement device.

Remanufactured replacements: A remanufactured item is one which has been rebuilt to the same or similar specification of the original manufactured product using a combination of reused, repaired and new parts.

Refurbished replacements: A refurbished item is one which may be either used or unused or it may be a defective item that was returned under warranty, repaired and tested for functionality by the original manufacturer, and then resold.

Gift cards: The gift card will be for the then current John Lewis & Partners full retail price of a replacement product of the same or similar make and technical specification and for the cost of delivery. Where the replaced product is a television, the gift card value will also include the cost of installation by John Lewis & Partners (excluding the enhanced wall mount service). All gift cards will be valid for at least 12 months from the date of issue. Gift cards will be sent to you using the most recent contact details that you gave us. If gift cards are not available we may provide a cash equivalent.

Disposal, delivery, installation and other costs

1. We will pay the standard delivery charges for any replacement arranged under this policy.
2. We will pay installation charges for televisions replaced under this policy (excluding the enhanced wall mount service). If we install your television, it will be in the same location as the original. Installation will not cover cost of any upgrade to electrical work or relocation and will be subject to John Lewis & Partners terms and conditions of installations which can be viewed at <https://www.johnlewis.com/our-services/tv-installation>
3. We will not pay for any set up of software, settings or network configuration.
4. If your product is replaced, you will need to arrange the disposal of the replaced product at your cost if it remains in your possession. We will dispose of the replaced product if it is in our possession or if we collect it as part of the claim process.

What happens if we replace your product?

If we provide you with a remanufactured product your policy will continue on the remanufactured product as if it were the original product. We will update our records to reflect the serial number/IMEI number of your replacement device.

In all other cases, if we arrange to replace your product (or give you a gift card for a replacement), your policy will end immediately. No premium paid will be refunded.

Exclusions

We shall not be liable for:

- claims where you have breached the important conditions or failed to comply with your responsibilities set out in this policy;
- damage during delivery, installation or transportation of the product by a third party who is not our agent;
- any breakdown cost already covered by any manufacturer's, supplier's or repairer's guarantee or warranty on the product;
- replacement or recall of the product (or any part) by a supplier or the manufacturer;
- modifying or making a product comply with legislation, work on the product that is only required due to legislation changes or making it safely accessible;
- your failure to follow the manufacturer's instructions;
- any problem with the supply of electricity, gas, water, broadband or broadcast content;
- routine maintenance, cleaning, servicing and routine re-gassing;
- costs or loss arising from not being able to use your product (e.g. hiring a replacement), or incidental costs caused by breakdown or repair (e.g. costs to remove or reinstate built-in or fitted equipment);
- damage to any other property or possessions, unless it is our fault;
- cosmetic damage such as damage to paintwork, dents or scratches;
- any loss, damage or impairment to functionality caused by: theft, attempted theft, neglect, deliberate damage or damage caused by animals (other than pet cats or dogs), plants or trees;
- any loss, damage or impairment to functionality caused by: earthquake, flood, lightning, fire, wind, humidity, weather conditions, salt spray, storm or other natural events or catastrophes, abnormally high or low temperatures, plumbing problems, corrosion, chemical exposure, radiation, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion, man-made events or catastrophes or technological hazards (such as computer viruses or date-change faults);
- repairs, maintenance work, or use of spare parts, where not authorised by us;
- damage to ceramic or glass surfaces (unless caused by an accident protected by the policy);
- data loss;
- the cost of replacing any consumables (such as external fuses, blades, oil, petrol, batteries, rechargeable batteries, power cells, light bulbs changeable by the user, fluorescent tubes and related starter components, filters, vacuum cleaner bags, printer toner or ink cartridges, printer ribbons or fuel);
- the cost of replacing any accessories (such as lawnmower belts, attachments, cables and cable joints, plugs, light covers, grills, removable parts, glass and enamel parts, catalytic panels, external piping, rain covers, starter connections and straps, 3D glasses, brushes and tubes, or audio pick-up systems including scanners;
- for mobile phone the cost of replacing any accessories other than those which were included in the original packaging of the product;

- external data carriers, other input devices (scanners, mouse devices), other external controllers (if not included when purchasing the product), installing, modifying and upgrading software;
- repairs required where the product is functioning within the manufacturer's tolerances (for example, number of pixel failures);
- software interface problems, satellite or cable systems or gaining access to cables within the fabric of a building or wall;
- normal operation or adjustment of the product controls (except following an approved repair under this policy); and
- work on anything not part of the product, for example fuel lines to the product and the flue systems from the product.

Paying your premium

1. You must pay the premium (inclusive of all applicable taxes) monthly by Direct Debit. You must make regular payments in accordance with the 'Payments schedule' set out in your policy documentation. If we are unable to collect a payment from your bank we may attempt to request payment again unless you advise us otherwise.
2. We will collect the payment for the first month of the policy approximately two to four weeks after the start date. Payments for all subsequent months will be collected monthly on your selected payment date (or the next working day if a weekend or bank holiday). This means that the second payment may be collected approximately two weeks after the first payment.
3. The payment amount collected monthly will remain the same for as long as the product remains under its manufacturer's guarantee or John Lewis & Partners guarantee. Depending on the product this will be for the first two, three or five years of the policy. In the future it may increase. In all cases, we will write to you to give you 30 days' notice of any increase in the premium and you can notify us if you wish to cancel. The notice will show the new amount to pay.
4. If you do not pay for your policy on time, it will be suspended from the due date. Any requests for repairs past this date will not be considered for approval unless payment is received.

Duration and renewal of your policy

The policy period begins on the 'start date', as specified in your certificate, and continues indefinitely until cancelled or brought to an end in accordance with these terms and conditions. We will contact you by post, telephone, email or SMS every 12 months to remind you of the benefits and cost of your protection.

Cancellation and ending of the policy

Cooling off period – Changing your mind

1. The 'cooling off period' is the forty five (45) day period from receipt of your documentation or from the policy start date, whichever is later.
2. If you change your mind during the cooling off period, you can cancel your policy and we'll refund any premium paid.
3. If your policy automatically ends or is cancelled by us, these rights do not apply (see 'Our right to cancel your policy or bring it to an end' below).

After the cooling off period

If you cancel your policy after the cooling off period, your policy will remain in place until the end of the period for which you have already paid and you will not receive any refund.

How to cancel

If you wish to cancel your policy please contact us on 0333 000 4994 (8am to 8pm Monday to Saturday, and 10am to 6pm Sundays and public holidays). You can also cancel by using the cancellation form on our website, or by writing to us, at the addresses specified in the 'Customer services details' section. If you are paying by Direct Debit and tell your bank to cancel your Direct Debit Instruction, but do not contact us first, we will not immediately cancel your policy. If you do wish to cancel, please contact us directly to avoid any communications regarding outstanding payments.

Our right to cancel your policy or bring it to an end

If we have reasonable grounds to believe that you have (or anyone acting for you has) claimed under this policy knowing the claim to be dishonest, exaggerated or fraudulent then we may cancel this policy immediately without any refund of premium or excess (see 'Fraudulent activity' below).

If at any time we arrange to replace your product with a new or refurbished device or by giving you a gift card, your policy will automatically end (see 'What happens if we replace your product?' above).

We may cancel this policy where there is a valid reason for doing so by giving you at least 7 days' written notice and you will receive a refund of any premium paid for the unused days of your policy. Valid reasons include but are not limited to the following:

- where you fail to comply with certain conditions and obligations (see 'Important conditions' and 'Preparing your product for a claim' above);
- where you fail to pay for the policy (see 'Paying your premium' above);
- where the manufacturer or John Lewis & Partners provide you with a replacement under the terms of their guarantee but it is not a like-for-like replacement (see 'Claims under your guarantees' below);
- where we have reasonable grounds to believe you have (or anyone acting for you has) engaged in fraudulent activity against us or our service providers and/or provided us with false information with respect to another policy you hold or have held with us (see 'Fraudulent activity' below); and/or
- where you have used threatening or abusive behaviour or language towards our staff or suppliers.

Customer services details

For customer services: call 0333 000 4994, write to us at Protect Plus, Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or sign in to My Account on our website: www.myprotectplus.com

Calls cost up to 13p a minute plus your phone company's access charge. Calls from mobiles may cost considerably more. Lines are open, at a minimum, from 8am to 8pm Monday to Saturday, and 10am to 6pm Sundays and public holidays). Calls may be recorded and monitored for quality and training purposes.

How to complain

If you wish to complain or you are unhappy with the service provided, please contact our customer services team (see 'Customer services details' above). If you are not satisfied with how we respond you can then ask the Financial Ombudsman Service (FOS) to review your case. They can be contacted at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR, on the website <http://financial-ombudsman.org.uk/>, or by email at: complaint.info@financial-ombudsman.org.uk

Referral of your complaint to the FOS does not affect your right to take legal proceedings.

Transferring your policy

With our permission you may transfer your policy to a new owner of the product by giving us their details either over the telephone or in writing. We will contact the new owner for their payment details. You cannot transfer it to any other item (except for like-for-like replacements of your product provided under a manufacturer's or John Lewis & Partners guarantee).

Claims under your guarantees

If the manufacturer or John Lewis & Partners provides you with a like-for-like replacement under the terms of their respective guarantee, the policy will transfer to the replacement product and will continue as if the replacement were the original product. In all other cases you cannot transfer the policy to any other item.

If the manufacturer or John Lewis & Partners provides you with a replacement under the terms of their respective guarantee but it is not a like-for-like replacement, then the policy should be cancelled and a pro rata refund will be provided.

Changes to these terms and conditions

At any time we may modify or replace these terms and conditions in order to:

- comply with the law, regulations, industry guidance or codes of practice;
- rectify errors or ambiguities; and
- reflect changes in the scope or nature of the protection provided to you.

In all cases, we will give you thirty (30) days' written notice of any change that could affect your rights or obligations and provide you with a brief explanation of such changes. The new terms and conditions will take effect from the date specified in the notice. If you do not agree with the changes, you may cancel the policy by notifying us within that notice period and you will receive a pro rata refund of any premium paid for unused days of your policy.

Data Protection Information

Domestic & General Services Ltd (for service, maintenance & support plans), Domestic & General Insurance PLC (for insurance policies), and John Lewis plc are the Data Controllers for your information. This is a brief summary of how we're protecting and respecting your privacy in accordance with data protection legislation. For more information go to www.myprotectplus.com/privacynotice

How do we use your data?

We use the data we hold about you (your name, address, contact and payment details) in order to provide your appliance registration, product protection, handle repair requests, fulfil obligations under the plan/policy, for analytical or statistical purposes and to contact you towards the end of your policy period to offer you an extension or notification that your policy term is due to end. We also use it to safeguard against fraud and money laundering, and for the rare event of product safety recalls.

Do we share your data?

Your data is shared across our group companies and with other companies who provide products or services to us, or who perform services on our behalf. We'll also share your data with John Lewis plc. Your payment details are only used for collecting payment, proof of payment and for fraud detection; they are not shared with third parties.

What happens with international data transfers?

We may transfer your data to countries (including the US and South Africa) which may not have data protection laws which provide the same level of protection as provided in the UK. But don't worry, we have safeguards in place to help ensure that everything is adequately secured and protected.

What are your rights?

By writing to the Data Protection Officer (go to www.myprotectplus.com/privacynotice) you have the right to ask us to:

- send you a copy of the personal information we have about you
- delete your data (subject to certain exemptions)
- correct or delete any inaccurate or misleading data
- restrict the processing of your data
- provide a copy of your data to any controller
- lodge a complaint with the local data protection authority

How long do we keep your data?

We won't keep your information for any longer than is necessary. In most cases that's 10 years (the average expected life of a product), or 6 years following the expiry of a contract.

Any other questions?

Please contact The Group Data Protection Officer, go to www.myprotectplus.com/privacynotice

Exclusion of third party rights

This policy is only for your benefit. No rights or benefits will be given to any other third party under the policy.

Fraudulent activity

1. We may provide your details to third parties in order to detect possible fraudulent activity.
2. If we believe that you have (or anyone acting for you has) engaged in fraudulent activity against us or our service providers, or provided us with false information we may request extra information in support of your application or claim (such as proof of purchase, or records of your airtime usage).
3. If we have reasonable grounds to believe that you have (or anyone acting for you has) claimed under this policy knowing the claim to be dishonest, exaggerated or fraudulent, then we may:
 - request extra evidence in support of your claim (such as proof of purchase or other documentation);
 - decline your claim and immediately cancel your policy without any refund of premium or excess paid;
 - recover from you the cost of any claim already paid to you under this policy and the cost of any investigation into a fraudulent claim under this policy (and we may initiate legal proceedings to do so);
 - report you to the relevant authorities, including the police;
 - put the details of the fraudulent claim onto a Register of Claims through which insurers share information to prevent fraudulent claims. A list of participants names and addresses are available on request.
4. If we have reasonable grounds to believe that you have (or anyone acting for you has):
 - engaged in fraudulent activity against us or our service providers; and/or
 - provided us with false information,with respect to another policy you hold or have held with us, we may cancel this policy as well as any other policies you have with us and/or reject any applications for new policies (see 'Our right to cancel your policy or bring it to an end' above). You will receive a refund of any premium paid for unused days of the policy.

Governing law and statutory rights

We will communicate with you in English and English Law will apply unless we agree otherwise with you. Nothing in the conditions will reduce or affect your statutory rights. These rights include the right to claim for a refund, repair, or replacement for up to six years (in Scotland it's up to five years after you become aware, or could with reasonable diligence have become aware there was a problem) if your electrical goods were not of satisfactory quality or fit for their purpose when they were sold to you. After the first six months you will have to prove that the goods had a fault when sold to you and the longer it takes for the fault to appear the more difficult this will be. For further information about your statutory rights contact the Citizens Advice Bureau: www.citizensadvice.org.uk or 03444 111 444.

The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. If we cannot meet our obligations to you under the policy, compensation may be available to cover these obligations. The compensation provides for 90% of any claim with no upper limit on the amount of the claim. Full details are available at www.fscs.org.uk or by writing to them at: FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, or by contacting them on 0800 678 1100.

Access and support

We offer a number of services for customers who wish to have documents in alternative formats such as Braille, large print or audio formats. We may also make accommodations to the way we provide our services on a case by case basis. For further information please contact us (see 'Customer services details' above).

Other providers

You should be aware that extended warranties are available from other high street outlets, insurance companies and other providers. Cover may also be available for limited periods on some products from your credit card provider. Some household contents insurance policies offer cover for accidental damage, fire or theft. However, you may find that an excess is payable and a claim may affect the cost of subsequent insurance premiums.

When can you buy a policy?

If you decide not to buy a policy when you buy your product, any written quotation given to you will be available on the same terms and conditions for a period of 60 days. Any offers, such as discounts and vouchers, which are linked to the purchase of the policy will also remain available for that period.

Company information

This policy is provided by Domestic & General Insurance PLC. Registered in England and Wales. Company No. 485850 Registered office: Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS.

Domestic & General Insurance PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number 202111). Our address and details of our authorisation can be checked on the FCA website (<https://register.fca.org.uk>).

The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept Instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Domestic & General Insurance PLC will notify you 14 working days in advance of your account being debited or as otherwise agreed. If you request Domestic & General Insurance PLC to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit, by Domestic & General Insurance PLC or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - if you receive a refund you are not entitled to, you must pay it back when Domestic & General Insurance PLC asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

