

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 mobile phone, it is a 15 digit string, typically found behind the battery or SIM gate.

policy: this contract of insurance.

product: the 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:

- 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 a pay as you go or SIM free mobile phone with an original retail price of £80 and over; 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 maintained and used in accordance with the manufacturer's instructions.
- Your product must be owned by you, registered at your address in the United Kingdom and used for personal and non-business purposes only.
- 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.

What this policy covers

Accidental damage

If your product suffers accidental damage (so that the product is no longer in good working order) 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).

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).

Preparing your product for a claim

You will need to tell us your product's IMEI 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.

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 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 offsite (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. If your claim is submitted and approved by 3pm, you should receive the packaging within 24 hours (excluding Sundays and bank holidays).

Once received by us we will aim to complete your repair within 2 working days, however depending on the make of your product it may take longer (in some cases up to 8 working days).

Your repaired product will be returned to your address at no additional charge. Return delivery should take a day (excluding Sundays and bank holidays), but for some areas (such as highlands and islands) it may take a day longer.

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). 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. 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. Replacements may be delivered by courier or post. We will deliver your replacement product to addresses in the United Kingdom, the Channel Islands and the Isle of Man.
2. You will need to pay for any set up charges for the replacement product. You will be responsible for installing and paying the costs of lost media and software.
3. If your product is replaced, you will need to arrange the disposal of the replaced product 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 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:

- mechanical and electrical breakdown of the product (unless caused by accidental damage as covered by this policy);
- claims where you have breached the important conditions or failed to comply with your responsibilities set out in this policy;
- damage during delivery 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, broadband or broadcast content, cellular reception or data speed;
- routine maintenance, cleaning, servicing;
- 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;
- 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;
- data loss, the loss of stored information on your product (for example data, downloads, recorded programmes, videos, music and applications);
- the cost of replacing any accessories other than those which were both included in the original packaging of the product and damaged with the product;
- installing, modifying and upgrading software;
- any unauthorised usage of a product including call costs, data use or lost credit;
- any damage caused in transit while sent for repair, if you have not returned your product for repair in accordance with our instructions, see 'Repairs';
- any product not registered under the policy;
- a product whose IMEI number on the product or SIM gate has been tampered with, resulting in the product becoming unidentifiable as the product insured; and
- any loss of the product.

Paying your premium

When you first take out the policy, the premium in full (inclusive of all applicable taxes) must be paid. John Lewis & Partners will hold your premium as agent for us. Any premium you pay is taken to be received by us as soon as it has been paid by you.

Duration and renewal of your policy

1. The initial policy period begins on the 'start date' and continues until the 'renewal date', which are both specified in your certificate (unless brought to an end in accordance with these terms and conditions).
2. Before your policy ends, we will contact you by post, telephone, email or SMS about renewing your protection. Your renewal notice will show the amount to pay and the details of the cover to be provided. The premium payable may increase at renewal. You will need to make payment for your policy to continue.
3. A cooling off period (lasting 14 days from renewal of the policy) applies at the renewal of your policy.
4. We reserve the right not to offer you a renewal on your policy.

Cancellation and ending of the policy

Cooling off period – Changing your mind

1. When you first take out the policy, 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 then we'll refund the premium paid by you for the remaining full months of your policy.

How to cancel

If you wish to cancel your policy during the first 45 days and you purchased it in store or online at the same time as buying your product, please return to the store with your documentation and receipt. Otherwise, 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.

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

1. If we have reasonable grounds to suspect that your claim is in any way dishonest, exaggerated or fraudulent then we may cancel the policy immediately without any refund of premium or excess (see 'Fraudulent activity' below).
2. 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).
3. We may cancel this policy where there is a valid reason for doing so by giving you at least 7 days' written notice. 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 you have (or anyone acting for you has) previously engaged in fraudulent activity and/or provided us with false information (see 'Fraudulent activity' below); or
 - where you have used threatening or abusive behaviour or language towards our staff or suppliers.

In each case, you will receive a refund of any premium paid for unused days of your policy.

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 myaccount 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. 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 will be cancelled and a pro rata refund will be provided.

Changes to these terms and conditions

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 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 product protection, handle repair requests, 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.

What happens with international data transfers?

We may transfer your data to countries (including the US) 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 have reasonable grounds to suspect that you have (or anyone acting for you has):
 - previously engaged in fraudulent activity; or
 - provided us with false information, we may immediately cancel your policy and/or reject an application for a new policy. You will receive a refund of any premium paid for unused days of the policy.
3. If we suspect that you have (or anyone acting for you has) engaged in fraudulent activity 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).
4. If we have reasonable grounds to suspect that you have (or anyone acting for you has) made a claim 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.

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.

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>) or by contacting the FCA on 0800 111 6768.