

Theft and Loss Terms & Conditions

This is a contract of insurance between **you**, the purchaser (you/your), and London General Insurance Company Limited (we/us/our). **We** have appointed TWG Services Limited (the administrator) to administer this policy on our behalf.

This policy provides cover against theft and loss of **your** mobile phone.

Please note that having insurance cover does not mean that **you** should not take care of **your** mobile phone.

Customers with additional requirements

If you have hearing or speech difficulties, you can text telephone on 0330 100 3330. This document and all our literature is available in large print, audio or Braille. We will be happy to provide you with a copy on written request, or you can call us on **0330 100 3637** to request a copy.

1. Eligibility

You are eligible for cover if:

- The mobile phone is for personal use by you and your resident family i.e. the policy will not cover business or commercial use;
- The mobile phone was purchased from John Lewis

2. Duration

Cover for accidental loss and theft will begin from the date **you** purchased the mobile phone as appears on **your** sales receipt or the date **you** purchase this policy, whichever is the later.

Cover under this policy expires on the earliest of:

- The date **your** mobile phone is replaced by **us** or **you** receive an alternative settlement; or
- The expiry date as shown on **your** Confirmation Schedule
- The date **you** cancel the insurance

3. The cover you receive

Cover	Explanation
The mobile phone is covered against theft and loss. Loss means when the mobile phone has been accidentally left behind by you and you are unable to locate your mobile phone	If your mobile phone is lost or stolen we will provide you with a replacement of the same make and model. Where we are unable to provide you with same make and model, the replacement will be of a similar specification. The value of the replacement will not exceed the market value of your existing mobile when it was originally purchased from John Lewis. Where a replacement is not available, we will contact you to discuss alternative settlement.
Replacement	The replacement may be a refurbished (not brand new) handset. We cannot guarantee we will be able to replace your mobile phone with one of the same colour or replace any limited or special edition mobile phones. The replacement phone will only be sent to a UK address.
Worldwide cover	Cover is extended outside the UK for a period of up to 30 days in any 12 month period.

3. The cover you receive

Summary	Explanation
Not taking care of the mobile phone	For example, if you knowingly do any of the below we may decline your claim for not taking care of your mobile phone: <ul style="list-style-type: none">• leaving your mobile phone somewhere you can't see it but others can• leaving your mobile phone in the care of someone other than a person you trust• leaving your mobile phone in any baggage; unless the baggage is carried by you or a person you trust We will always take into account the situation when assessing your claim.
Accessories	This policy does not provide cover for accessories which have either been supplied with the phone or; that you have purchased separately.
Other cost or loss	We will not cover any cost or loss of not being able to use the mobile phone or any costs or losses associated with it.

Summary contd.	Explanation contd.
Data Content	This policy will not provide cover for the contents of your mobile phone. For example, loss or corruption of data, images, games, logos and downloads.
Modifications	We will not cover your mobile phone for any modifications that have been made. Modifications are anything that changes the look or the way your gadget operates from the original specification. This includes things like adding gems, precious metals or making software changes like unlocking your mobile phone.

5. Claims process

Step One	<p>For both, theft and loss claims; you should report the incident to the Police or relevant local authorities as soon as possible after the event and obtain a crime reference or incident number. If you are not able to provide a crime reference number, we may not consider your claim.</p> <p>We will not cover your mobile phone for any modifications that have been made.</p> <p>Modifications are anything that changes the look or the way your gadget operates from the original specification. This includes things like adding gems, precious metals or making software changes like unlocking your mobile phone.</p> <p>If you are outside of the UK when the mobile phone is lost or stolen, please contact the relevant local authorities to report the incident and obtain a reference number from them.</p> <p>You should also contact your network provider as soon as possible after the incident to request your mobile phone be locked.</p> <p>You will need to provide us with the original IMEI number of the phone as detailed in section 3 "The cover you receive" as this will be used to identify the mobile phone.</p> <p>Report your claim to us within 28 days of discovering the incident or if abroad, within 28 days of your return to the UK by telephoning the administrator on 0330 100 3637 between 8am and 6pm Monday to Friday or 9am and 4pm on Saturdays and Bank Holidays 9am and 5pm</p> <p>Claims reported outside this timeframe will be considered on a case by case basis.</p>
Step Two	If your claim is accepted, your mobile phone will be replaced in line with these terms.

Important information

- **You** should make a note of the IMEI Number (International Mobile Equipment Identity Number) of **your** 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 network provider. The IMEI is the unique serial or identification number that we will use to identify the mobile phone in the event of a claim.
- If **you** make a successful claim for accidental loss or theft, and **your** mobile phone is then recovered, it becomes the property of the Insurer and **you** should contact the **administrator** on the telephone number in Step One of 'Making a Claim'.
- **We** may verify if **your** device has been blocked using a database that is linked to **your** network provider.
- **We** may verify the crime reference number using a database that is linked to the relevant authority and contact the Police Station or relevant authority. If **you** are not able to provide a crime reference number, we may not consider **your** claim. **You** may be asked to complete a claim form to support **your** claim.

We will always do our best to make sure that **you're** satisfied with the outcome.

6. Limitations

- This policy is non transferable.
- **You** must notify the administrator as soon as possible if any of **your** details change.
- **We** may alter the terms of **your** policy by giving you 30 days' notice in writing to **your** last known address. **We** will only alter the terms of **your** policy where there is a regulatory or legislative change required, or where we are responding to industry guidance and codes. Where the terms of this policy are changed, **you** may cancel **your** cover and receive a pro rata refund based on the number of full unexpired months of cover remaining. Please refer to Cancellation and refund policy in Section 7.
- If you are not happy with the claims decision, please follow the complaints process in Section 9.

7. Cancellation and refund policy

Should you wish to cancel your policy, please contact the administrator's Added Care Team by telephone on **0330 100 3637** or write to **John Lewis Added Care Team, PO Box 99, Mitcheldean GL17 0SX**.

If **you** cancel the policy within 60 days from date of purchase or receipt of these terms, whichever is later, **you** will receive a full refund of the premium paid.

After 60 days **you** may cancel the policy and will receive a pro rata refund of the premium **you** have paid based on the number of full unexpired months of cover remaining, except where the Policy has ceased as detailed under 'Limitations'.

If this policy has been provided free of charge then **you** are not entitled to a refund.

8. Law and Jurisdiction

Unless agreed otherwise, prior to the policy start date, English law applies to this policy and the parties shall submit to the non-exclusive jurisdiction of the Courts of England & Wales.

9. Queries and Complaints

If you have a query regarding this policy, please telephone the administrator's Added Care Team on 0330 100 3637 or email JohnLewis@thewarrantygroup.com

For complaints relating to the terms of this policy, administration or claims handling under this insurance please write to the **Customer Relations Department of TWG Services Limited at The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF**, telephone **0330 100 3637**, or email customer.relations@thewarrantygroup.com. TWG Services Limited administers the policy on behalf of the insurer, London General Insurance Company Limited.

If **you** have a complaint relating to the sale of this policy please contact John Lewis Head Office Customer Services by telephone on **020 7828 1000** or by post to **171 Victoria Street, London SW1E 5NN**.

If your complaint addressed to any of the above parties is not resolved to your satisfaction you may within 6 months of a final decision contact the Financial Ombudsman Service at: **Exchange Tower, Harbour Exchange Square, London E14 9SR**, or by telephone: **0800 023 4567** or **0300 123 9 123**.

10. Misinformation

When applying for or varying this policy, or submitting a claim **you** or anyone acting on **your** behalf must take reasonable care to answer all questions honestly and to the best of **your** knowledge. Failure to do so may affect the validity of **your** policy or the payment of **your** claim.

11. Status Disclosure

This Policy is underwritten by London General Insurance Company Limited, a private company limited by shares and incorporated in England, whose registered head office is at Integra House, Floor 2, Vicarage Road, Egham, Surrey TW20 9JZ. Registered Number 1865673. London General Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, FRN 202689.

12. Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if we cannot meet our liabilities. General insurance contracts are covered for 90% of the entire claim without any upper limit. **You** can get more information about the compensation scheme arrangements by contacting the FSCS by telephone on **0800 678 1100** or **020 7741 4100**, or by writing to: **Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 Botolph Street, London, EC3A 7QU**.

13. Data Protection

The details **you** supply will be used by John Lewis plc and the administrator to administer **your** insurance and to handle **your** claim and London General Insurance Company Limited in respect of underwriting **your** insurance cover. Please note that telephone calls may be recorded by the administrator for training and monitoring purposes. **Your** data will at all times be held securely and handled with the utmost care in accordance with all principles of the English law. The insurer may use **your** details for the prevention of fraud, including adding **your** details to a register of claims. **Your** details will not be kept for longer than necessary. **You** may obtain a copy of the data held about **you** by writing to the administrator at **The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF**.