

## IMPORTANT INFORMATION

### A. Terms Available in alternative formats

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 text telephone us on 0330 100 3330 or call **us** on 0330 100 3400 to request a copy.

### B. What this document sets out

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

Please note that having insurance cover does not mean that **you** should not take care of **your** mobile phone. Manufacturer's guidelines should be followed at all times.

### C. Description of Cover

This Insurance Policy is intended to cover only the mobile phone (the item listed on **your** confirmation schedule against the following risks (see '*The Insurance Policy Terms and Conditions*' below for more details):

- Accidental Damage

### D. Suitability

This policy is suitable only:

- For sim free and pay as you go mobile phones only (not monthly contract phones) purchased from John Lewis, including Vodafone stores within John Lewis in the last 60 days;
- For mobile phones which are used for personal purposes only, by **you** or **your** family, who live with **you**;
- For persons who do not already have insurance that covers the mobile phone against risk summarised under Section C 'Description of Cover' above.

## THE INSURANCE POLICY TERMS AND CONDITIONS

### 1. Period of insurance

<b>Start Date</b>	Cover starts on the date shown on <b>your</b> confirmation schedule.
<b>End Date</b>	<p>All cover under this policy ends on the earliest of:</p> <ul style="list-style-type: none"><li>• The date <b>we</b> replace <b>your</b> mobile phone or <b>you</b> receive an alternative settlement (this does not apply where <b>you</b> receive a refurbished handset); or</li><li>• The date <b>you</b> cancel the insurance; or</li><li>• The expiry date shown on <b>your</b> confirmation schedule</li></ul>

## 2. Scope of Cover

Your Mobile phone is Covered Against	Geographic Extent of Cover	Description of Cover	Benefit
Accidental Damage	UK + 30 days worldwide cover (see 'Notes' below)	We cover <b>you</b> against accidental damage to <b>your</b> mobile phone caused by an unexpected and/or unintentional incident that is accidental in nature.	<p>If <b>your</b> mobile phone is accidentally damaged, <b>we</b> will decide whether to repair or replace it. If <b>we</b> choose to replace it <b>we</b> will do so with a mobile phone of the same or similar specification.</p> <p>If <b>we</b> cannot replace <b>your</b> mobile phone <b>we</b> will either provide <b>you</b> with a John Lewis gift card for <b>you</b> to purchase a replacement or at our discretion, a cash settlement.</p> <p>See also the 'Notes concerning the scope of cover' below</p>

### Notes concerning the scope of cover

**Worldwide Cover:** Cover under this policy is extended whilst **your** mobile phone is outside the UK for a period of not more than 30 days in any 12 month period. Note. **We** will only be able to complete **your** claim upon **your** return to the UK when **you** should follow the claims procedure in Section 4 'Claims'

**Replacement mobile phones:** **We** cannot guarantee to replace **your** mobile phone with an identical one. Any replacement will be of an equivalent specification. The value of the replacement mobile phone, John Lewis gift card or cash settlement will not exceed the market value of the mobile phone when **you** originally purchased it.

**Refurbished Parts or Mobile phones:** Where **we** repair or replace **your** mobile phone, **we** may use refurbished (not brand new) parts or mobile phones.

**IMEI Number:** **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.

## 3. General Requirements and Exclusions

Requirement / Exclusion	Explanation
Unauthorised repairs	<p>This policy does not provide cover for <b>your</b> mobile phone if it has been repaired by someone other than:</p> <ol style="list-style-type: none"> <li>1. a manufacturer authorised repairer; or</li> <li>2. a repairer appointed by <b>us</b>.</li> </ol>
Business / Commercial Use	This policy will not cover <b>your</b> mobile phone if you use it primarily for business or commercial purposes.
Not taking appropriate care of <b>your</b> mobile phone	<p>Taking appropriate care of <b>your</b> mobile phone means:</p> <ul style="list-style-type: none"> <li>• Following the manufacturer's guidelines for the use and care of the mobile phone.</li> <li>• Not knowingly leaving <b>your</b> mobile phone somewhere it is very likely to be damaged.</li> </ul> <p><b>We</b> will consider the circumstances of <b>your</b> claim, but may deny it where <b>we</b> consider <b>you</b> have knowingly not taken appropriate care of <b>your</b> mobile phone.</p> <p>Please note that these are <i>examples</i> of where <b>we</b> could decline <b>your</b> claim, <i>not a comprehensive list</i>.</p>

Modifications	<p><b>We</b> will not cover the cost of any modifications that <b>you</b> have made to <b>your</b> mobile phone.</p> <p>Modifications are anything that changes the look or the way <b>your</b> mobile phone operates from the original specification. This includes things like adding gems, precious metals or making software changes like unlocking your mobile phone.</p>
Other cost or losses <b>you</b> may incur	<b>We</b> will not cover any cost or loss incurred other than the cost of repairing or replacing <b>your</b> mobile phone.
Deliberate or cosmetic damage	<p><b>You</b> are not covered for:</p> <ol style="list-style-type: none"> <li>1. Damage caused deliberately or maliciously by <b>you</b> or <b>your</b> family that live with <b>you</b>.</li> <li>2. Cosmetic damage where the function and use of <b>your</b> mobile phone is unaffected, including but not limited to scratches and dents.</li> </ol>
Breakdown	This policy will not provide cover if <b>your</b> mobile phone breaks down. This is covered under the John Lewis guarantee. Please refer to the John Lewis guarantee terms and conditions if <b>your</b> mobile phone breaks down
Data Content	This policy will not provide cover for the content of your mobile phone for example, loss or corruption of data, images, games, logos and downloads.
Accessories	This policy does not provide cover for accessories which have either been supplied with the mobile phone or that <b>you</b> have purchased separately for example chargers and headphones.

### **General Conditions and Limitations**

- **You** may be asked to complete a claim form to support **your** claim.
- This policy is not transferable.
- **You** must notify the **administrator** as soon as possible if any of **your** details change.
- Where accidental damage occurs as a result of any unauthorised repairs, **we** will automatically terminate **your** policy, unless **you** have obtained prior written permission from **us** by contacting the **administrator** by post or telephone.
- **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. If **you** are not happy with any changes made to the terms of this policy, **you** may cancel **your** cover. Please refer to cancellation and refund policy in section 5 'Cancellation and Refunds'.

## **4. Claims**

### **Before Making a Claim**

Before contacting the **administrator**, look for visible causes of the damage and consult any fault finding guide in the manufacturer's handbook.

It is **your** responsibility to back up any data or content from the mobile phone, and where possible, remove it, before **we** take the mobile phone to be repaired or replaced. If **you** are unsure how to do this, please contact the mobile phone manufacturer.

### **Making a Claim**

To make a claim, simply telephone 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. Please contact **us** as soon as possible and normally within 28 days of discovering the damage or if abroad, within 28 days of **your** return to the UK as this will assist **us** in dealing promptly with **your** claim and any appropriate remedial action required. If **you** do not contact **us** within this period, **we** will still assess **your** claim but any delay may prejudice our ability to deal with **your** claim. **We** may also ask **you** to complete a claim form to support **your** claim.

### **Notes**

Damaged mobile phones that are replaced will be retained by **us**.

**We** will always do our best to make sure that **you** are satisfied with the outcome of the claim, however if **you** are not, please follow the complaints process in Section 6 'Queries and Complaints'.

## 5. Cancellation and Refunds

**We** may cancel **your** policy if there has been a breach of section 8 'Obligation to provide accurate information'.

**You** can cancel **your** policy at any time. Should **you** wish to cancel **your** policy, please contact the **administrator** by telephone on 0330 100 3637 or write to John Lewis Added Care Team, PO Box 99, Mitcheldean GL17 0SX or email [JohnLewis@thewarrantygroup.com](mailto:JohnLewis@thewarrantygroup.com)

**Cancellations within 60 days:** **You** will receive a full refund of the premium paid. The 60 days begins on the date on which **you** receive these terms.

**Cancellations after 60 days:** **You** will receive a pro rata refund based on the number of full unexpired months of cover remaining.

## 6. Queries and Complaints

If **you** have a query regarding this policy, please telephone the **administrator** on 0330 100 3637 or email [JohnLewis@thewarrantygroup.com](mailto: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 3245, or email [Customer.Relations@thewarrantygroup.com](mailto: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 Customer Services by telephone on 0207 828 1000 or by post to John Lewis Head Office Customer Services, 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 free of charge at Exchange Tower, Harbour Exchange Square, London E14 9SR, or by telephone: 0800 023 4567 or 0300 123 9 123. Website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## 7. 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. The EEA State for the purposes of the policy is the United Kingdom.

## 8. Obligation to provide accurate information

When applying for 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.

## 9. Status Disclosure

This policy is underwritten by London General Insurance Company Limited (company number 1865673) who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, FRN 202689. Registered address: Integra House, Floor 2, Vicarage Road, Egham, Surrey TW20 9JZ.

## 10. 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, 10<sup>th</sup> Floor, Beaufort House, 15 Botolph Street, London, EC3A 7QU.

## 11. Data Protection

The data **you** supply will be used by the **administrator** and John Lewis Plc to administer **your** policy including handling complaints and claims. It will be used by the **insurer** in respect of underwriting the policy. Please note that telephone calls may be recorded for training and monitoring purposes. **Your** data will at all times be held securely and handled with the utmost care in accordance with all requirements of English and EU Data Protection law. The **insurer** may use **your** details for the prevention of fraud, including adding **your** details to a register of claims and to meet other legal requirements.

In the course of administering **your** policy **your** data may be transferred outside the EU. Any transfer of data will be managed in accordance with the requirements of English and EU Data Protection law.

**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 Customer Relations Department of TWG Services Limited at The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF.