

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

policy: this contract of insurance.

product(s): the furniture 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 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 undamaged when you take out the policy;
- be located in the United Kingdom;
- 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 assembled, 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).

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 technician). We will not do any work where these standards are not met. You and the occupants of your home must take all reasonable precautions to prevent damage to the product and ensure that the product is maintained in accordance with the manufacturer's instructions.

What this policy covers

Accidental damage

If your product suffers accidental damage (sudden and unforeseen damage not otherwise excluded by this policy) causing visible or structural impairment such as staining (including dye transfer), ripping, tearing, burn marks (including heat rings left by hot items), scratching, puncturing, scuffing, chipping, dents or breakage, we will (at our option) do one of the following: arrange cleaning (see 'Cleaning' below), arrange a repair (see 'Repairs' below) or arrange a replacement (see 'Replacements' below). Cover also includes accidental damage caused by pets (which, other than staining claims, is limited to two claims for the duration of the policy).

We will use reasonable endeavours to match the colour, grain, sheen and/or pattern of your product when we carry out repairs or provide replacements. However, we do not guarantee an exact match of colour, grain, sheen or pattern in the event of the product being repaired or replaced.

Territorial limits

Your product is covered for claims that occur in the United Kingdom.

How to make a claim

All possible incidents that may give rise to a claim must be notified to us as soon as practicable after the damage. Delays in reporting these may result in permanent damage to the product and/or reduce the effectiveness of remedies such as cleaning.

To make a claim please contact us as soon as possible by telephone on 0333 000 4994 (9am to 5.30pm, Monday to Friday, except public holidays) or going online www.myprotectplus.com

In order to claim, you will need to provide details of the circumstances of how the accidental damage occurred. We may also inspect the product. These procedures will enable us to assess your claim.

Cleaning

If your claim is regarding stains, depending on the nature of the claim, we may supply you with a stain removal solution. If the stain removal solution does not remove the stain and you require professional help, we will arrange for an approved technician to visit your home.

Repairs

Where we authorise a repair we will pay call-out charges, the cost of labour and material. Only technicians approved by us are authorised to carry out repairs under this policy, unless we agree otherwise in advance. We will send a technician to your home to inspect the product. If it is determined during the inspection that a repair is not possible on the first visit (for example parts or fabric are required) the technician will arrange a subsequent appointment for a return visit.

Repairs will be carried out within the technician's normal working hours (which are at least 9am to 5pm, Monday to Friday, except public holidays) on a date agreed with you.

Replacements

1. In some situations we will (at our discretion) arrange to replace your product instead of repairing it (for example where we cannot repair it or we decide that it is uneconomical for us to repair your product). In these circumstances, we will arrange to replace your product with one of a same or similar standard, specification and style as the original product available from John Lewis & Partners. If the product has been purchased as part of a matching set, we may replace the whole set provided they were purchased in the same transaction and are all protected by the same policy.
2. If we cannot reasonably arrange a replacement, we will give you a John Lewis & Partners gift card instead. The gift card will be for the original purchase price paid for the product. The gift cards will also cover the cost of delivery.
3. 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 will provide a cash equivalent.

Disposal, delivery, assembly and other costs

1. We will pay the standard delivery charges for any replacement arranged under this policy.
2. If your product is replaced, you will need to arrange the disposal of the replaced product.
3. In all cases you will be responsible for assembling the new product and paying any related costs.

What happens if we replace your product?

If we decide to replace your product (or to 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:

- damage caused by wear and tear, age or normal use;
- 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 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 following changes to legislation, or making a product safely accessible;
- your failure to follow the manufacturer's instructions;
- routine maintenance and cleaning;
- costs or loss arising from not being able to use your product (e.g. hiring a replacement), or incidental costs caused by repair (e.g. costs to recover damage to carpet or wooden floor);
- damage to any other property or possessions, unless it is our fault;
- any loss, damage or impairment to functionality caused by: theft, attempted theft, neglect, deliberate damage, abuse or damage caused by animals (other than the two claims allowed for pets);
- 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 incorrect or inappropriate cleaning or deodorising products or methods, where not authorised by us;
- changes in colour of the product or any part of the product, regardless of the cause of the changes in colour;
- damage caused during the assembly process of your flat pack furniture;
- structural damage which is not a result of accidental damage (for example, where due to defects in workmanship).

Paying your premium

You must pay the total premium (inclusive of all applicable taxes) in full before the policy will start. 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 of your policy

1. The policy period begins on the furniture delivery date (or product purchase date if there is no delivery) and lasts for the number of years specified on your receipt and the date specified on your certificate (unless brought to an end in accordance with these terms and conditions).
2. Your policy will not renew.

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 will 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 will 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 (9am to 5.30pm Monday to Friday, except 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 (or give you a gift card settlement), 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' above);
 - where you fail to pay for the policy (see 'Paying your premium' above);
 - where the manufacturer or John Lewis & Partners provides you with a replacement under the terms 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.

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 9am to 5.30pm, Monday to Friday (except 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 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).
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. 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.