



Product Protect

Policy terms and conditions

A. INTRODUCTION

In this document, words and phrases shown in bold have special meanings. These are explained in the "Glossary" section at the back of this document.

This document tells **you** about the benefits, conditions and exclusions of **your** Product Protect policy. Please read this document carefully to make sure **you** understand the cover provided and comply with the terms and conditions.

Your home shopping company has arranged this cover with Assurant General Insurance Limited, a member company of Assurant Solutions. If **you** have any questions, please contact **us** by writing to PO Box 1032, Assurant Solutions, Uxbridge, UB8 9PW, by sending an email to customercare@assurant.com or by calling **us** on 0333 220 1249.

Please contact **us** if **you** require a copy of this policy in another format.

B. WHAT COVER DO I HAVE?

Your product is covered against:

1. accidental damage provided there is visible evidence that the damage has been caused by an external force being applied to **your product**; or
2. theft; or
3. robbery; or
4. mechanical or electrical breakdown of **your product**. The breakdown is only covered if:-
 - a. it occurs after expiry of any guarantee or warranty given by **your home shopping company** or the manufacturer of the **product**; and
 - b. it is entirely due to a sudden and unforeseen internal mechanical or electrical defect which causes a component of the **product** to break or burn out; and
 - c. the defect causes the **product** to fail to operate in accordance with the manufacturer's specification.

C. WHAT WILL I RECEIVE UNDER THIS POLICY IF MY CLAIM IS SUCCESSFUL?

If **your** claim is successful:

1. **we** will pay the cost of repairing **your product** provided the cost does not exceed the **sum insured**; or
2. if the costs of repair (taken together with the costs of any repair which were previously paid by **us** under this policy) exceed, or will exceed, the **sum insured**, or in the case of theft or robbery, **we** will arrange to provide **you** with:-
 - a. an identical replacement if it is available from **your home shopping company** provided that the cost of the replacement does not exceed the **sum insured**; or
 - b. such product, of similar specification to the original **product**, as may be available from **your home shopping company** provided that the price of such replacement product does not exceed the **sum insured**; or
3. if **we** are unable to provide a replacement as described in paragraph 2(a) or (b) above (including, for the avoidance of doubt, where **your product** is part of a set, suite or a package and it is not possible to replace **your product** with an identical item that matches **your** set, suite or package within the **sum insured**), **we** will credit the account **you** hold with **your home shopping company** with an amount equal to the **sum insured**.

4. In the event of a successful mobile phone claim, there will be an **excess** to pay. **Excess** charges will vary depending on the phone purchase price and are detailed below:

Phone purchase price	Excess Amount
£50.00 - £99.99	£15.00
£100.00 - £174.99	£20.00
£175.00 - £199.99	£25.00
£200.00 - £274.99	£30.00
£275.00 - £449.99	£40.00
Above £450.00	£50.00

5. This policy covers **your product** while anywhere in the world as long as **you** make the claim through **us**.
6. Our maximum liability under this policy is the **sum insured**.

D. WHAT IS NOT COVERED?

1. **We** will not be liable to **you** for accidental damage to **your product** if it is:-
 - 1.1. due to any failure to follow the manufacturer's instructions, such as failing to carry out general or regular maintenance as required or recommended by the manufacturer; or
 - 1.2. due to normal wear and tear; or
 - 1.3. cosmetic damage not affecting the performance of the product; or
 - 1.4. caused by the transportation or installation of the product; or
 - 1.5. caused by electrical or mechanical failure or by a design fault, manufacturing fault or a fault which is the subject of recall by the manufacturer; or
 - 1.6. caused by dyeing, cleaning, restoring, modifying or altering the **product**.
2. **We** will not be liable to **you** for theft or robbery of **your product** if:-
 - 2.1. it is stolen from any unoccupied motor vehicle unless it has been concealed in a glove compartment (or other concealed internal compartment) or locked boot and the vehicle is locked and all the vehicle's security systems have been activated; or
 - 2.2. **you** fail to ensure that, where the **product** is a bicycle, it is:-
 - (a) secured by a security device to an object which will not move and from which the security device cannot easily be removed; or
 - (b) inside **your** locked home or securely locked in a building to which **you** have access; or
 - 2.3. the **product** is left at **your** place of work, school, or any public place, **you** fail to ensure that it is locked in a secure safe, locker or similar lockable compartment to which only **you** (and appropriate representatives of **your** employer, the school or public place) have access;
 - 2.4. it appears to be lost without evidence of theft or robbery;
 - 2.5. it is contained in luggage unless **you**, or a member of **your family** travelling with **you**, are carrying or wearing it at the time of the theft or robbery.
3. **We** will not be liable to **you** for breakdown of **your product** if the breakdown is:-

- 3.1. caused by any failure to follow the manufacturer's instructions, such as failing to carry out general or regular maintenance as required or recommended by the manufacturer; or
- 3.2. due to normal wear and tear; or
- 3.3. cosmetic damage not affecting the performance of the product; or
- 3.4. caused by the transportation or installation of the product; or
- 3.5. caused by dyeing, cleaning, restoring, modifying, or altering the product; or
- 3.6. covered by the terms of any guarantee or warranty given by **your home shopping company**, the manufacturer of the product or any other person; or
- 3.7. caused by external means (including, but not limited to, the permanent or temporary interruption of electricity or water supplies, fire, lightning, storm, tempest, explosion, impact, aircraft or other aerial device or article dropped from an aircraft or aerial device; or
- 3.8. a design fault or manufacturing fault.

GENERAL EXCLUSIONS

We will not be liable to **you** under this policy:-

1. if the **product** is damaged as a result of **you** taking part in, attempting, or acting as an accessory to, any crime; or
2. if the product is damaged as a result of terrorism, riot or war; or
3. if the damage, breakdown, loss or theft of **your** product is caused by **your** reckless actions or inactions which lead to a failure to prevent the accidental damage, breakdown, loss or theft from occurring ; or
4. if the damage or breakdown is caused by neglect or deliberately by **you**, any member of **your** family or any person lawfully in **your** home; or
5. if the product is used for a purpose for which it was not manufactured or supplied to **you**; or
6. other than in the case of mobile phones, if the product is used for any trade, business, profession or commercial use; or
7. for any financial loss or expenses suffered as a result of not being able to use the product; or
8. for any loss over and above the sum insured; or
9. for any damage or loss which occurs before this policy starts or after it has ended; or
10. for any damage or loss caused by flood, rain, water ingress or blockages or breakages to drainage hoses or water pipes; or
11. for any repairs or replacement of the product made without our prior authorisation; or
12. in respect of any consumable items including, but not limited to, discs, records, tapes, styli, cartridges, software, aerials or aerial sockets, air or water filters, plugs, fuses, disposable bags, belts, brushes or tools or any part of the **product** which are normally required to be replaced regularly in order to maintain the proper operation of the **product**.

E. IMPORTANT INFORMATION ABOUT YOUR POLICY – GENERAL CONDITIONS

1. To be covered under this policy, **you** must be at least 18 years of age.
2. If **you** make a false or fraudulent claim or support **your** claim with false or fraudulent information, **we** may cancel this policy immediately. **We** may require **you** to return any item or payment **we** have already provided or paid to **you** in settlement of **your** claim. **We** will keep the premium **you** have paid **us**. **We** may also pass **your** details to the police.
3. **We** may change the terms and conditions of this policy for legal or regulatory reasons, but **we** will always give **you** at least 60 days' written notice of any change. Some of the circumstances that may

warrant **us** having to vary the terms of **your** cover include:

- (a) legislative or regulatory changes
- (b) clarification or changes to our processes
- (c) market changes for this type of policy

Please note that this list is indicative of some of the reasons that may lead us to having to vary **your** policy and is not an exhaustive list.

4. Unless **we** agree otherwise, English law will apply to this policy.
5. This Product Protect does not affect **your** statutory rights. For further information about **your** statutory rights, contact **your** local authority Trading Standards Department or Citizens Advice Bureau.
6. **You** cannot transfer the benefits of this policy to anyone else. This policy shall only cover the **product** as identified in **your confirmation of cover** and shall not apply to any replacement product or other item.
7. It is possible that any repair carried out to **your product** could result in loss or corruption of the user data held on it (for example, the details of **your** contacts, photographs or music files). **You** are therefore strongly advised to ensure that all **your** user data is copied before **you** provide **your** phone to a repairer for repair as **we** will not accept any responsibility for the loss or corruption of **your** data.
8. This policy is underwritten by Assurant General Insurance Limited, company number 2341082, a member company of Assurant Solutions whose registered office in England is

Assurant House
Victoria Street
Windsor
SL4 1EN

9. Assurant General Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202735. **You** can check this on the Financial Services Register at www.fca.org.uk/register or by calling 0800 111 6768.
10. If **we** cannot meet **our** liabilities, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). The scheme covers 90% of insurance claims with no upper limit (effective from 1 January 2010). **You** can contact the FCSC by using the following contact details:

Financial Services Compensation Scheme
7th floor
Lloyds Chambers
Portsoken Street
London
E1 8BN.

Phone: 0207 892 7300

Email: ENQUIRIES@FSCS.ORG.UK
www.fscs.org.uk

F. WHEN DOES THIS COVER BEGIN AND END?

1. **Your product** will not be covered if **you** fail to pay the premium. The premium will be charged to **your** account with **your home shopping company**.
2. This policy will start and end on the dates stated in **your confirmation of cover**.
3. This policy will also end:-
 - (a) when **we** replace any **products** following a valid claim. However, if **you** wish, **you** can insure the replacement product separately, by purchasing a new policy; or
 - (b) when **we** repair any **product** and the cumulative costs of all repairs carried out to the **product** and covered by this policy equal or exceed the **sum insured**; or
 - (c) if **you** make a false or fraudulent claim or support **your** claim with false or fraudulent information; or

- (d) if **you** cancel in accordance with the section headed "Can I cancel the policy?" below.

G. CAN I CANCEL THE POLICY?

1. **You** can cancel **your** policy by returning **your** policy schedule to **your** Financial Services Campaign Manager, Freemans Grattan Holdings, 66-70 Vicar Lane, Bradford, BD99 2XG or alternatively ring 0333 2008068. If **you** do this within the first 45 days and as long as **you** have not made a claim, **we** will give **you** a full refund of any **premium you** have paid.
2. If **you** cancel this policy after the first 45 days **you** will be entitled to a pro rata refund by contacting **your home shopping company** at the above address. This means that a refund will only be given for every complete month of the policy remaining, from the date **you** request the policy is cancelled.

For example, if **you** have a three-year policy and request that **your** policy is cancelled anytime during the seventh month, **you** will be entitled to a refund for the remaining full 29 months. This will be calculated as 29/36th of the premium **you** have paid as follows: The premium taken for a policy is £44.99, therefore the refund would be $\text{£}44.99/36 \times 29 = \text{£}36.24$

3. **We** will not backdate any cancellations.

H. HOW DO I CLAIM?

1. If **your product** develops a fault, before contacting **us**, please first check that all electrical connections are in working order and then read the manufacturer's instruction book to assess whether **you** can rectify the fault yourself.
2. If **you** need to make a claim, please contact **us** by email to customer@assurant.com or by telephone on 0333 220 1249 and **we** will explain the claims process.
3. For any claims for theft or robbery **you** must report the incident to the police within 24 hours of discovering the incident or as soon as possible and obtain written confirmation of the reported incident, including a crime reference number.
4. **We** will explain the claims process when **you** contact **us**. However, if requested by **us**, **you** may be required to send the **product** and any supporting documentation (e.g. Fire or Police crime report and the statement showing the purchase of the **product** and **your confirmation of cover**) to Assurant General Insurance Limited, PO Box 1032, Uxbridge, UB8 9PW.
5. **You** must provide all reports, information and evidence that **we** reasonably request at **your** own expense. These must be provided in the form that **we** require and at the time the claim is made or as soon as possible afterwards. **We** recommend that **you** use an appropriate recorded mail service to return **your product** to **us**. **We** will not be responsible for any **product** returned by **you** and not received by **us**. **We** will not reimburse **you** for the costs of returning the **product** to **us**. For larger items, where **we** determine that the **product** cannot reasonably be returned through the mail, **we** will organise collection at our own expense.
6. During **your** claim **we** may arrange for an agent to visit **you** to gather details about **your** claim. This will help **us** to make an accurate assessment. If **you** do not co-operate with such a visit, **we** may be unable to progress **your** claim.
7. If **you** send a **product** to **us** or it is collected by **us** or on **our** behalf and **we** have met **your** claim by providing **you** with a replacement product, **we** will own the original **product** and will not return it to **you**.

I. HOW DO I COMPLAIN?

1. **We** care about the service **we** provide to **you** and **we** make every effort to maintain the highest possible standards. If **you** have any questions about **your** policy, please ask **us**. Please have this document available so that **we** can deal with **your** enquiry quickly.
2. Although **we** set ourselves high standards, if **we** do not meet **your** expectations and **you** are not satisfied, **we** would like to know. Please

follow the guidelines below, to help **us** to deal with **your** complaint as efficiently as possible.

Step 1: If **your** complaint is regarding the sale of **your** policy, please write to **your home shopping company**.

If **your** complaint is regarding **your** policy or claim, please write to: The Quality Assurance Manager, Assurant General Insurance Limited, PO Box 1032, Uxbridge, UB8 9PW. Phone: 0333 220 6009. E-mail: uk.complaints@assurant.com

Step 2: If **you** are still not satisfied with the way **we** have dealt with **your** complaint and **we** have given **you our** final response, **you** may be able to refer **your** complaint to the Financial Ombudsman Service (FOS). Write to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Phone: 0800 0234567

Referral to the FOS does not affect **your** right to take legal action against us.

3. In order for the Financial Ombudsman Service to review **your** case, **you** must send **your** complaint to them within 6 months of the date of **our** final letter to **you**.

J. WHAT DO YOU DO WITH MY INFORMATION?

In this Privacy Statement 'we', 'us' and 'our' means 'Assurant General Insurance Limited'.

1. Who is the data controller?
 - (a) For the purposes of the Data Protection Act 1998, **we** are the data controller of any personal information **you** provide to **us** including any information **you** supplied when **you** took out **your** policy and any information **you** submit in relation to any claim **you** make.
 - (b) **We** will keep **your** personal information confidential and will only use it to manage **your** policy, to assess **your** application, to process any claims **you** make, to carry out fraud checks and to contact **you** with details of changes to the products **you** have bought. **We** will make sure that the information **we** hold about **you** is accurate and up to date, and **we** will not keep it for longer than **we** need to. **We** may disclose personal data in order to comply with a legal or regulatory obligation.
2. **We** may need to share **your** personal data with **our** service providers, agents and other subsidiaries of Assurant, Inc. for these purposes. Some of these parties may be located outside the European Economic Area (the EEA). The data protection laws and other laws of these countries may not be as comprehensive as those that apply within the EEA - in these instances **we** will take steps to ensure that **your** privacy rights are respected and **your** personal information processed in strict compliance with the Data Protection Act 1998. Details of the countries relevant to **you** will be provided to **you** upon request.
3. Other people's personal data

If **you** provide **us** with information about another person, **you** confirm that they have appointed **you** to act for them, to consent to the processing of their personal data and that **you** have informed them of **our** identity and the purposes (as set out above) for which their personal data will be processed.
4. Business changes

If **we**, or a related company, are reorganised or sold to another organisation the personal data **you** have given **us** may be transferred to that reorganised organisation or new organisation, and used for the purposes set out in this Privacy Statement.

5. Access to **your** information

You have the right to ask for a copy of the information **we** hold on **you**. There may be a charge for this. If any of the information **we** hold about **you** is inaccurate, please tell **us** and **we** will put it right. To ask to see **your** information write to:

The Quality Assurance Manager, Assurant General Insurance Limited,
Assurant House, Victoria Street, Windsor, SL4 1EN.

Assurant General Insurance Limited, their other related entities, and carefully selected third parties may use **your** personal data to keep **you** informed about insurance products, services and special offers that may be of interest to **you**. If **you** do not wish **your** personal information to be used in this way please write to us.

For quality control and training purposes, **we** may monitor or record **your** communications with us.

GLOSSARY

Throughout this document, the words in **bold** have the following meanings:

Confirmation of cover	means the welcome letter which specifies the details of the cover given under this policy;
Excess	means the amount you will need to pay at the point of claim. The excess amount depends on the original price of the phone, as detailed in section C4.
Family	means you , your husband, wife, partner, children, parents and any relative who permanently lives in your home;
Product/s	means the item identified in your confirmation of cover as being covered by this policy;
Home Shopping Company	means Freemans, Grattan, Look Again, Kaleidoscope and all associated brands
Sum insured	the price you paid for your product ;
We, us, our	means Assurant General Insurance Limited (a member company of Assurant Solutions);
You, your	means the person named in the confirmation of cover as being the beneficiary of this policy.