

## POLICY TERMS AND CONDITIONS

It is important for your benefit and protection that you read these terms and conditions. These terms and conditions, and any changes we notify you about (at renewal or otherwise), form your agreement with us.

### Definitions

**item(s):** the item(s) protected by this policy.

**Jessops:** Jessops Europe Limited (company number 08384909), incorporated in England and Wales, with its registered office at Network House, Globe Park, Marlow, SL7 1EY.

**policy:** this contract of insurance.

**you/your:** the customer.

**we/us/our:** Domestic & General Insurance PLC, the provider of the policy.

### Is this policy for you?

You must be at least 18 years old and resident in the United Kingdom and/or Channel Islands to be eligible. Your item must:

- be owned by you;
- be in good working order when this policy starts;
- have been bought from Jessops; and
- cost between £30 and £150.

### Important conditions

- All information you give must be true, factual and not misleading.
- Your item must have been set up, maintained and used in accordance with the manufacturer's instructions.
- For items which can store data, you must ensure that your item 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.

### What this policy covers

#### Breakdown

If your item suffers a mechanical or electrical breakdown after the end of the manufacturer's parts and labour guarantee period, we will either arrange a replacement, or (at our option) pay the cost of replacing your item.

#### Accidental damage

Both during and after the end of the manufacturer's parts and labour guarantee period, if your item suffers accidental damage (i.e. physical damage as a result of a sudden cause so that the item is no longer in good working order), we will either arrange a replacement, or (at our option) pay the cost of replacing your item.

#### Territorial limits

Your item is covered anywhere in the world, however you will need to return to the United Kingdom and/or Channel Islands to claim.

### How to make a claim

To make a claim you will need to attend a Jessops store with your item, your policy document and the purchase receipts for both your policy and your item to ask for a replacement.

### Replacements

1. If a claim is approved, we will arrange to replace your item with a new item of the same or similar make and technical specification. The new item price shall not exceed the amount you originally paid for the item.
2. If we cannot reasonably arrange a replacement, we will give you Jessops vouchers instead. The vouchers will be for the full retail price.
3. All vouchers will be redeemable from Jessops and will be valid for 12 months from the date of issue. If vouchers are not available we will provide a cash equivalent.

### Disposal and delivery and other costs

1. You must return to a Jessops store to receive your replacement item. We will not arrange or pay for the item to be delivered.
2. You must bring the original item with you into store. It will become our property and we will dispose of it.
3. In all cases you will be responsible for setting up the new item and paying any related costs.

### What happens if your item is replaced?

If we decide to arrange to replace your item (or to give you vouchers for a replacement), your policy will end immediately. No premium paid will be refunded.

### Exclusions

We shall not be liable for:

- claims where you have breached the important conditions set out in this policy;
- damage during delivery, installation or transportation of the item by a third party who is not authorised by us;
- any breakdown cost already covered by any manufacturer's, supplier's or repairer's guarantee or warranty on an item;
- replacement or recall of the item (or any part) by a supplier or the manufacturer;
- modifying or making an item comply with legislation, work on the item 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 or broadband;
- costs or loss arising from not being able to use your item or incidental costs caused by breakdown or repair;
- 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;
- any loss, damage or impairment to functionality caused by: earthquake, flood, lightning, fire, wind, humidity, extreme weather conditions and salt spray (except for cameras that are specifically designed for use in wet and salt spray conditions), 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);
- any item not registered under the policy;
- damage to ceramic or glass surfaces (unless caused by an accident protected by the policy);
- files lost due to a replacement and your failure to back them up;
- fraud or attempted fraud, or where the condition of the item is not consistent with the claim you made;
- the cost of replacing any consumables (such as external fuses, batteries, rechargeable batteries, power cells, filters, printer toner or ink cartridges or printer ribbons);
- the cost of replacing any accessories (such as attachments, cables and cable joints, plugs, removable parts, glass parts, straps or audio pick-up systems);
- for items that include software: external data carriers, other input devices (scanners, joysticks, mouse devices), other external controllers (if not included when purchasing the item), installing, modifying and upgrading software;
- repairs required where the item is functioning within the manufacturer's tolerances (e.g. number of pixel failures).

### Special exclusions

In addition to the 'Exclusions' above, the following are excluded from the policy, and we will not pay for replacements which relate to:

- the failure of the item to operate correctly caused by the withdrawal of services by a third party;
- any item or accessory which was not supplied as standard with the original item, e.g. extra items or accessories sold separately or as part of a bundle;
- any form of portable external storage media (including but not limited to memory cards or USB sticks); and
- repair work on your item.

### Paying your premium

You must pay the total premium (inclusive of all applicable taxes) in one payment in full before the policy will start. Jessops will hold your premium as agent for us and use it to pay refunds, if you cancel your policy in the cooling off period. Any premium you pay is taken to be received by us as soon as it has been paid by you.

## Duration of your policy

The policy period begins on the purchase date and lasts until the item is 3 years old (unless ended in accordance with these terms and conditions).

## 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'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 please return to the store with your documentation and receipt. To cancel your policy after the first 45 days, please contact us on 0800 597 8605 (8am to 8pm, 365 days a year) or write to us at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or click on 'contact us' at [www.domesticandgeneral.com](http://www.domesticandgeneral.com). You may need to send in your documentation and receipt.

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

1. If at any time we replace your item (or give you a voucher settlement), your policy will automatically end and no refund will be due (see 'What happens if your item is replaced?' above).
2. 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); or
  - where you have used threatening or abusive behaviour or language towards our staff or suppliers.

If we cancel your policy using this provision, you will receive a pro rata refund of the premium paid for the remaining unexpired days of your policy.

## Customer services details

For customer services: call 0800 597 8600, write to us at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or sign in to MyAccount on our website: [www.domesticandgeneral.com](http://www.domesticandgeneral.com)

Calls cost up to 7p a minute plus your phone company's access charge. Calls from mobiles may cost considerably more. Calls to 0800 numbers are free. Lines are open, at a minimum, from 9am to 5pm, 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](mailto: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 to a new owner

With our permission you may transfer your policy to a new owner of the item by giving us their details either over the telephone or in writing. You cannot transfer it to any other item (except for replacements of your item provided under a manufacturer's guarantee).

## 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.

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 payments that you have made for the unexpired period of your policy.

## What we do with your information

At Domestic & General we want to reassure you that we use your information both responsibly and securely to provide you with the best possible service. Below we explain what we do with your information and your rights to your information. If you would like any further details you can get in touch with us using the contact details below or visit our website ([www.domesticandgeneral.com](http://www.domesticandgeneral.com)).

### Using your information

Domestic & General Insurance PLC ("we") is the "data controller" of your information. We process two sets of information about you, "Personal Information" (your name, address, contact and payment details) and the "Goods Information" you provide to register your appliance or device (your name, address, contact and goods details). We'll use your information: (i) as necessary to fulfil our contract with you (including to recover any amounts owing); (ii) for our legitimate interests in: undertaking marketing (about our products and services and those of our third party partners) by post, telephone, email and/or other electronic messaging services; market research; customer surveys; printing services; checking and verifying your identity and contact details; recording your conversations for training, quality and compliance purposes; and for analytics and profiling for marketing purposes; detecting and preventing crime, including fraud; and (iii) where required to do so by law. We may also ask for your consent to some uses of your information.

### Sharing your information

From time to time your Personal Information and Goods Information may also be shared with other members of the Domestic & General Group of Companies (Domestic & General Insurance or Services and other future members of the Group whose details we will notify to you ("Group")), where applicable with Jessops which is the subject of your protection policy and with companies acting on our behalf or providing services to us (e.g. the companies we use to carry out repairs, IT & mailing services, storage of paper records and telecommunications). Jessops will process your Personal Information for their legitimate business interests (including marketing and analytics) in accordance with their privacy policy.

### Transferring your information

In exceptional cases, we may transfer your information to countries outside the European Economic Area (including the US) which may not have data protection laws which provide the same level of protection as provided in the UK. We have put in place Model Clauses as an appropriate safeguard to ensure that such information is adequately secured and protected and that such transfers meet the requirements of applicable data protection law.

### Keeping your information

We keep your personal information for six years after you terminate your policy so that we can deal with any claims. Your goods information we keep for a bit longer, normally 10 years (the average life of an appliance) for health and safety. We also keep your information to send you marketing that you might be interested in, unless we receive a request from you to opt-out of marketing.

### Rights to your information

By writing to the Data Protection Officer using the contact details provided below, you have the right to ask us:

- for a copy of the personal information we hold about you;
- for a copy of the personal information you provided to us to be sent to you or a third party in a commonly used, machine readable format;

- to update or correct your personal information to keep it accurate;
- to delete your personal information from our records if it is no longer needed for the original purpose; and
- to restrict the processing of your personal information in certain circumstances.

And you may also:

- object to us processing your personal information – in which case we will either agree to stop processing or explain why we're unable to; and
- where we rely on your consent, withdraw that consent at any time.

Please note that the above rights are not absolute and certain exemptions apply to them.

You can also make a complaint to the Information Commissioner ([www.ico.org.uk](http://www.ico.org.uk)) if you feel your personal information has been mishandled.

### **Marketing**

We, along with other members of our Group and Jessops may use your information to tell you about any offers, products or services which may be of interest to you. We may contact you by post, telephone, email and/or other electronic messaging services. To change your marketing preference, let us know by emailing [marketingpreferences@domesticandgeneral.com](mailto:marketingpreferences@domesticandgeneral.com) or by writing to us using the contact details provided below. For Jessops marketing you'll need to contact them directly using their contact details that you'll normally find in their privacy notice.

### **Contact Details**

If you need to contact us about your information or your information rights, or to see a copy of our Model Clauses, please write to: Freepost Plus RTKS-CLRA-GRYE, Data Protection Officer, Domestic & General, Leicester House, 17 Leicester Street, Bedworth CV12 8JP or [dataprotection@domesticandgeneral.com](mailto:dataprotection@domesticandgeneral.com) and we'll be happy to help you.

### **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.

### **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](http://www.citizensadvice.org.uk) or 03444 111 444.

## **Access and support**

We offer a number of services for customers who have disabilities including providing our documents in 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 items 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 item, any written quotation given to you will be available on the same terms and conditions for a period of 45 days. Any offers, such as discounts and vouchers, which are linked to the purchase of the policy will also remain available for that period.

### **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](http://www.fscs.org.uk) or by writing to them at: FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

### **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.