

Sky Protect Mobile Insurance

Policy Terms and Conditions

(Provided by Domestic & General Insurance PLC)

1. Definitions

The following words and phrases always have the meanings given below:

Accidental Damage: Unintentional and unexpected damage to your Mobile, or impairment to its functionality, caused by animals or accidents (including unintended breakage, mishaps and liquid spillages).

Breakdown: Breakdown of your Mobile, or impairment to its functionality, arising as a consequence of mechanical, electrical or component fault.

IMEI Number: Also known as an international mobile equipment identity number, the unique identifying number assigned to nearly every mobile phone. It is a 15 digit string, typically found behind the battery or SIM gate.

Loss: the accidental loss of a Mobile as set out and limited by these terms and conditions. If a Mobile is the subject of loss it can be said to have been **Lost**. Please see 'What is Covered' (clause 3), 'Payment and Your Responsibilities' (clause 11) and 'What is Not Covered' (clause 13) for more details.

Mobile: The mobile phone you have registered for protection (including the Standard Accessories but not including your SIM Card). Please see 'Eligibility' (clause 12) below for restrictions on what can be registered.

Policy: This insurance policy, which provides the cover set out in these Terms and Conditions.

Premium: Any sums payable by you to us for the Policy.

SIM Card: Also known as a subscriber identity module, a smart card that stores data for digital mobile telephone subscribers.

Standard Accessories: The accessories which either were directly supplied or purchased with your Mobile, such as battery, charger, protective cases, speakers, headphones (including wireless speakers and headphones).

Theft: The taking of your Mobile with the intention of permanently depriving you of it, as set out and limited in these terms and conditions. A Mobile the subject of theft can be said to have been **Stolen**. Please see 'What is Covered' (clause 3), 'Payment and Your Responsibilities' (clause 11) and 'What is Not Covered' (clause 13) for more details.

We, Us or DGI: Domestic & General Insurance PLC.

You: The customer (the person named in 'Your Personal Details' on the reverse of the welcome letter or annual statement).

2. Introduction

This policy is designed to provide breakdown and accidental damage cover for your phone. You can also choose to protect your phone against theft and loss.

Your certificate shows the level of protection you have purchased. Note the premium may vary depending on the level of cover you have chosen.

3. What Is Covered

The cover extends to usage of the Mobile by you or your spouse, domestic partner or civil partner, children (including step, adopted and foster children) and any other relative permanently residing with you. Cover excludes usage of the Mobile by tenants or lodgers. Your Mobile is covered anywhere in the world, but you will need to return to the United Kingdom, Isle of Man or the Channel Islands to claim.

a. Coverage under all policies

Accidental Damage: If your Mobile suffers from Accidental Damage from the start date of your policy, we will do one of the following: replace, pay the cost of a replacement, or repair your Mobile.

Breakdown: If your Mobile suffers from Breakdown after the end of the manufacturer's warranty, we will do one of the following: replace, pay the cost of a replacement, or repair your Mobile. If your Mobile suffers from Breakdown during the manufacturer's warranty you should call the manufacturer for assistance under your warranty.

c. Cover for Standard Accessories: The Standard Accessories are only covered under this policy if:

- they suffer Accidental Damage, or Breakdown, or are lost or stolen as part of an incident leading to a successful claim on your Mobile itself; or
- we replace your Mobile under this policy with one of a different make or model, and your existing Standard Accessories are incompatible with that model.

In these cases we will arrange to replace the Standard Accessories or pay the cost of replacing the Standard Accessories up to a maximum value of £300 per claim. We will not authorise repairs.

d. Theft and Loss (Only if you have selected this cover): If you have selected this cover, then if your Mobile is stolen from you or lost by you from the start date of your policy, we will replace or pay the cost of a replacement mobile. Please see the exclusions that apply to this cover in 'What is Not Covered' (clause 13) and also 'Fraudulent Activity' (clause 17).

4. How To Claim

Simply call us on 0800 497 0600 (lines open Monday to Saturday 9am to 7pm) to claim. You will be asked for the IMEI Number of your Mobile. It must match the one that we have registered with us for cover.

Once we have approved your claim, we will either:

- approve and arrange for a replacement or cash settlement; or
- approve and arrange for a repair.

In all cases you must follow the instructions provided (see 'Preparing your item').

a. Excess

You must pay an excess each time you make a claim as set out below, unless it is within 30 days of you having already paid an excess for a previous Breakdown claim to the same Mobile or unless it falls under the terms of a product or repair guarantee provided under the terms of this Policy. The excess will be payable for each Accidental Damage, Theft and/or Loss claim you make for your Mobile regardless of any previous claim. If we return your Mobile to you and no work has been carried out, you will be entitled to have the excess you have paid refunded to you. If mechanical or electrical breakdown of your Mobile occurs during the manufacturer's guarantee, please contact the manufacturer. The excess payable varies depending on the purchase price of your Mobile:

Purchase price	Mobile Excess
Up to £500	£75
£500.01 - £2500	£100

b. Claims for Theft or Loss (if you have selected this cover)

In addition to the above, for Theft or Loss claims:

- i. You should contact the appropriate police authorities as soon as possible, obtain a crime reference number or request a police report. If you are unable to do this, we will still consider your claim but it may affect whether we accept your claim.
- ii. You should contact your mobile network provider to block your SIM/IMEI Number. The Mobile needs to be blocked before we can proceed with your claim.
- iii. In some cases you may be asked to provide any of the following:
 - police crime reference number or police report;
 - proof of your ownership of your Mobile at inception of the policy (such as a till receipt, gift receipt, documentation from an online purchase or from your network provider; it should include the make, model and IMEI number);
 - proof of usage by you of your Mobile from policy inception to the claim incident (this evidence can normally be provided by your network provider); and/or
 - proof of forcible entry if applicable (such as a copy of a repairer's invoice for vehicle damage).

If you are unable to supply any requested item, we will still consider your claim but it may affect whether we accept your claim.

c. Claims for Standard Accessories

We may require evidence of purchase of the Standard Accessories. This could be in the form of a photo or screenshot of a receipt. You will also have to send in the Standard Accessories you wish to claim for, when you send in your Mobile to us.

d. Sending your Mobile in

For some claims your Mobile will need to be sent in. This will apply if:

- Your Mobile has been approved for a replacement, is currently in your possession and does not qualify for a "next day swap"; or
 - Your Mobile has been approved for an offsite repair.
- You will receive a referral number from us. We will either at our discretion:
- arrange for a courier, at our cost, to collect your Mobile; or
 - provide a prepaid protective envelope.

We may send you packaging, a returns form, instructions and a prepaid protective envelope for you to send us your Mobile, if required. In all cases you need to ensure your Mobile is adequately packed ready for collection/postage. Your Mobile must be collected and/or posted from within the United Kingdom, Isle of Man or the Channel Islands. We will not pay for collection and/or postage from elsewhere.

5. Replacements

All replacements will come with either a 12 month manufacturer's or supplier's guarantee for parts and labour (for new replacements); or a 90 day product guarantee (for replacements given as part of the swap out journey, for remanufactured and for refurbished replacements).

Replacements will not include any stored information that you had added to your original Mobile. We will not transfer your data to a replacement item.

If we replace your Mobile with a different make or model, and you can no longer use your existing Standard Accessories, we will replace the accessories up to a maximum value of £300 per claim.

a. Status

Any replacement item provided will be (at our discretion) one of the following: new, remanufactured or refurbished.

Remanufactured replacements: A remanufactured item is one which has been rebuilt to the same or similar specification of the original manufactured item using a combination of reused, repaired and new parts.

Refurbished replacements: A refurbished item is one which may be either used or unused or it may be a defective item that was

returned under warranty, repaired and tested for functionality by the original manufacturer, and then resold.

b. Technical specifications and alternative replacements:

All replacements will be of the same or similar make and technical specification as your original Mobile. We cannot guarantee that a replacement will be the same make, model or colour as your original Mobile.

If we cannot source a replacement of similar make and specification (as it is no longer available) we may offer you an upgrade. If we cannot reasonably arrange a replacement to be supplied to you, and you do not accept an upgrade (if this is offered), we will provide you with a cash settlement or voucher instead. The settlement or voucher will be for the full retail price (from a retailer chosen by us) of a replacement item of the same or similar make and technical specification. The settlement or voucher will also pay for delivery.

All vouchers will be valid for 12 months from the date of issue. The voucher will be sent either by SMS to your phone or to the last postal address you gave us. If vouchers are not available we will provide a cash equivalent.

c. What happens after your Mobile is replaced?

If we provide you with a replacement, your policy will continue on the replacement as if it were the original Mobile. Where relevant we will update our records to reflect the IMEI number of your replacement. If we have provided you with a cash settlement or a voucher instead, your policy will end immediately and no premium will be refunded.

6. Replacement methods and costs

a. Delivery costs

We will pay for delivery for a replacement Mobile provided under the policy. All replacements will be sent to the last postal address you gave us at no additional charge.

b. Next day swaps

Where we have approved a replacement before 3pm, you will receive a replacement by the end of the next working day (excluding bank or public holidays). The replacement will be delivered to you by courier. You must provide the courier with the item to be replaced at the point of delivery, so it can be swapped for the replacement. The item to be replaced must be packaged and prepared in accordance with these terms and conditions (see "Preparing your item"). If the replacement is approved after 3pm, the "next day swap" will be arranged for a day later (excluding weekends, bank or public holidays).

c. Set up costs

You will need to pay for any set up charges for replacement Mobiles.

d. Replaced items

The terms in this section apply where you have claimed a replacement mobile under Breakdown or Accidental Damage cover. They also apply if you have claimed for a replacement mobile under Loss or Theft cover and your original Mobile is then recovered.

- i. As soon as you receive your replacement Mobile, the original claimed for Mobile becomes our property.
- ii. If you fail to return the original Mobile to us (either because you have supplied a mobile that does not match the specifications of the original mobile or because you do not supply any mobile to us), we reserve the right to charge you a non-return fee. This fee will be based on the value of the original Mobile. We may also block the IMEI of the original Mobile. We will not approve any further claims under the policy until you have returned the original Mobile or paid the non-return fee.
- iii. Where a claim is found to be fraudulent (see "Fraudulent Activity" below), we may require you to return the replacement Mobile to us (in lieu of recovering from you the cost of the claim already paid to you under this policy). In these situations we may block the IMEI of the replacement Mobile if you fail to return this to us.

- iv. We will not arrange or be responsible for any costs that you may incur to dispose of your original item if we don't take ownership.

7. Repairs

You must use our approved engineers, unless otherwise agreed with us. All repairs will be carried out offsite, away from your home. The spare parts used for repairs will be either manufacturer spare parts or equivalent with similar specification.

All repairs come with a 90 day product guarantee. You will receive a referral number from us. See "Sending your Mobile in" under "How to claim". If your Mobile is repaired we will arrange for it to be returned to your address or to a collection point at no additional charge.

If at the point of repair it is determined that your Mobile cannot be repaired, the repair is unsuccessful or it is beyond economic repair, we will instead approve and arrange a replacement or cash settlement.

8. Preparing Your Item:

a. What to pack: any damaged Standard Accessories will also need to be sent in with the damaged Mobile. In all cases when preparing your Mobile, please DO NOT pack it with your SIM or memory card, any undamaged Standard Accessories or any other items that do not relate to the claim or which you are not claiming for. We will have to destroy any SIM or memory cards we receive, so these should always be removed first before sending us your Mobile. We are unable to recover and return these items. If you believe the fault is connected to the power unit/charging cable then please send this in, but otherwise do not pack these.

b. Removal of blocks: You must ensure that you remove all blocks from your Mobile before you send it to us. This includes any operator specific security system blocks (such as "Find My"). You will need to switch off or uninstall any app, personal PIN locks or operator specific security locks which prevent our access to the Mobile. We will provide you with an explanation of how to remove these blocks and other items. Failure to remove them or to follow our reasonable instructions on how to deal with them is likely to significantly delay your claim; if we have your Mobile in our possession in these cases, we will return it to you without completing the replacement or repair. You will have to pay any additional collection, assessment and/or delivery costs incurred by us as a result and then resubmit the claim.

c. Data backup and clearing: It is strongly recommended you backup and clear your personal data before you send the Mobile to us. If we carry out a repair we will restore your Mobile to factory settings. This will delete any data stored on the Mobile. Please therefore remember to regularly back up your data.

9. Duration Of The Policy

- a. The policy will start on the date of delivery of your Mobile (for policies purchased online) or when we process your application i.e. taking and processing payment details (for policies purchased in store). This is the start date specified in 'Your Policy Details' on the reverse of the welcome letter.
- b. The policy continues indefinitely until cancelled or ended in accordance with these Terms and Conditions. You should review this cover periodically to ensure it remains suitable for your needs. We will contact you by post, telephone, email or SMS every 12 months to remind you of the benefits and cost of your protection.
- c. If we provide you with a replacement, your policy will continue on the replacement as if it were the original Mobile. For replacement Mobiles, we will update our records to reflect the IMEI number of your replacement. Where we have provided you with a cash settlement or a voucher instead, your policy will end immediately and no premium will be refunded.
- d. Note, if you claim for Loss or Theft under this policy, but your claim is not accepted, then your policy will end immediately

(as you no longer have your Mobile). No premium paid will be refunded.

10. Cancellation

a. Your cancellation rights

- i. You may cancel the policy at any time within 45 days from receipt of your documentation or from the start date of the policy, whichever is later (the "Cooling Off Period") and you will receive a full refund.
- ii. After the Cooling Off Period you may cancel the policy at any time. Note your policy will remain in place until the end of the period for which you have already paid and you will not receive any refund.
- iii. To cancel the policy call us on 0800 561 4541 (Monday to Saturday 9am to 7pm). You can also cancel by writing to us at the address detailed within 'Contact Information' (clause 19).
- iv. If you tell your bank to cancel your Direct Debit Instruction, but do not contact us first, we will not immediately cancel your policy. If you do wish to cancel, please contact us directly to avoid any communications regarding outstanding payments.

b. Our cancellation rights

i. We may cancel this policy:

- By giving you 14 days' notice;
- Where you fail to pay for the policy (see 'Payment and Your Responsibilities' clause 11 for further information on how we will attempt to collect payment);
- Where your Mobile contains Inappropriate Content (see 'Payment and Your Responsibilities' clause 11; and/or
- Where we have reasonable grounds to believe you have (or anyone acting for you has) engaged in fraudulent activity against us or our service providers and/or provided us with false information with respect to another plan you hold or have held with us (see 'Fraudulent Activity', clause 17 below);

In all these cases, a refund of any Premium paid for unused days of your policy will be given.

- ii. If we have reasonable grounds to believe 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 cancel this policy immediately without any refund of Premium or excess (please see 'Fraudulent Activity' clause 17 for further details).

11. Payment and Your Responsibilities

a. Payment

- i. You must pay the Premium (inclusive of all applicable taxes) monthly by Direct Debit, in accordance with the 'Payments schedule' set out in your policy documentation. If we are unable to collect a payment from your bank we may attempt to request payment again unless you advise us otherwise. We will collect the payment for the first month of the policy approximately two weeks to four weeks after the start date, depending on the payment date you have selected. Payments for all subsequent months will be collected monthly on your selected payment date (or the next working day if a weekend or bank holiday). This means that the second payment may be collected approximately two weeks after the first payment. If at any time we can't collect an instalment of your Premium from your bank, we may attempt to request payment again. We may make this request up to four times. If we fail to collect payment your policy will be suspended until alternative payment details have been supplied and payment for the policy has been received.
- ii. The Premium payable is fixed for the first year of cover. In the future it may increase. We will write to you to give you 30 days' notice of any increase in the Premium and you can

notify us if you wish to cancel. The notice will show the new amount to pay.

b. Other responsibilities

- i. It is important you regularly back up data as we will not restore any files.
- ii. You must ensure that your Mobile does not contain any content that we may reasonably consider to be illegal (Inappropriate Content). This includes, but is not limited to: indecent images of children; content related to, or intended to, promote/encourage terrorist activities, racist hate crime, or interference with computer systems.
- iii. You must take care of your Mobile. For example, you should not leave it somewhere where it is likely to be Lost or Stolen. If possible when leaving your Mobile somewhere you should lock it out of sight or leave it with someone you trust. If your Mobile is lost we expect you to make reasonable enquiries to try to find it. We will always take into account where you are and what you were doing when we assess whether you have taken care of your Mobile. If we believe you have not taken care of your Mobile and have knowingly taken a risk with it we may decline your claim.

12. Eligibility

a. The policy will only be available for a Mobile which:

- i. is working in accordance with the manufacturer's specification when you apply for the policy;
- ii. is registered at your home in the United Kingdom, Isle of Man or the Channel Islands (as specified in 'Your Personal Details' on the reverse of the welcome letter);
- iii. is only used for non-commercial purposes;
- iv. has not had unauthorised modifications (this includes without limitation any upgrade not authorised by the manufacturer or the addition of any unauthorised non-approved accessories);
- v. has a purchase price of up to £2,500;
- vi. is 45 days old or less at the start of the policy; and
- vii. has been purchased through Sky Retail Stores Limited (SRS), Sky Subscribers Services Limited (SSSL) or Sky UK Limited.

b. A Mobile can only be protected under the policy if the IMEI Number on the Mobile or SIM gate has not been tampered with in any way making the Mobile unidentifiable.

13. What Is Not Covered

- a. The policy will not provide any services or pay for any costs not expressly set out in the description of the cover (see 'What is Not Covered' clause 3).
- b. The policy will not provide any services or pay for any costs which are covered by a manufacturer's or supplier's warranty.
- c. The policy will not provide any services, pay for any claims, or resolve impairment to your Mobile's functionality caused by:
 - i. use for commercial purposes;
 - ii. deliberate or malicious damage; or
 - iii. earthquake, fire, radiation, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion, or the domestic supply of electricity, lightning, wind, humidity, storm or corrosion.
- d. The policy will not provide any services or pay for any costs to resolve problems which arise from or in the event of:
 - i. the Mobile being recalled or subject to modification by the manufacturer or any other supplier due to a systemic or safety defect or any other reason;
 - ii. faults to the broadband line or faults related to broadband equipment;
 - iii. property damage caused by the Mobile;
 - iv. the loss of stored information on your Mobile (for example data, downloads, recorded programmes, videos, music and applications);
 - v. any loss, damage or failure occurring before the start of the policy;

- vi. cosmetic damage (such as dents or scratches to your Mobile which does not affect how it works);
- vii. your failure to follow the manufacturer's instructions;
- viii. any unauthorised modifications (this includes without limitation the addition of any unauthorised non-approved accessories);
- ix. software based malfunction or malware (such as viruses, worms, spyware, adware and Trojan horses);
- x. If Loss & Theft cover has not been selected, any loss of the Mobile (unless due to our negligence or recklessness or occurring whilst the Mobile is in our possession or control)
- xi. loss or damage to PCMCIA cards or other data cards;
- xii. costs or loss arising from not being able to use your Mobile (e.g. hiring a replacement), or incidental costs caused by accidental damage, breakdown or repair; or
- xiii. damage to any other property or possessions, unless it is our fault.

e. The policy will not pay for the cost of:

- i. work carried out on your Mobile without a referral number from us or by repairers other than our approved engineers (unless we have agreed for you to pay for a repair yourself);
- ii. the replacement of any consumables (items that are used up and discarded such as fuses);
- iii. the replacement of any accessories (such carry cases, leads, chargers) other than Standard Accessories (up to £300 per claim) damaged, broken or stolen with the Mobile and which remain compatible with the replacement item;
- iv. disposal and set-up charges for your Mobile;
- v. any unauthorised usage of a Mobile including call costs, data use or lost credit;
- vi. any damage caused in transit if you have not returned your Mobile for repair in accordance with our instructions, see 'Preparing Your Item' (clause 8);
- vii. any cost or loss incurred as a result of not being able to use your Mobile (e.g. any subscription costs or reconnection costs); or
- viii. damage during delivery, installation or transportation of the product by a third party who is not our agent.

f. If Loss and Theft cover has not been selected, the policy will not provide any services or pay for any claims, or impairment to your Mobile's functionality, caused by theft or attempted theft.

g. If Loss and Theft cover has been selected, the policy will not pay for the cost of:

- i. Loss or Theft as a result of failing to care for your Mobile (see clause 11b);
- ii. Loss or Theft of your Mobile while your Mobile is with a third party appointed to provide a service to you;
- iii. Loss or Theft (of the Mobile, money or anything else) incurred as a result of the sale or attempted sale of your Mobile;
- iv. claims for Theft or Loss of a Mobile where you cannot provide proof of your ownership of the Mobile; and
- v. claims for Theft or Loss of a Mobile where you cannot provide proof of usage by you of your Mobile from policy inception to the claim incident.

Below are some examples of when Theft and Loss claims would not be accepted.

Scenario
You knowingly leave your Mobile in a changing room but not in a locked locker and it is taken
You leave your Mobile with a customisation service and they lose it
You send your Mobile through the post and it gets lost except as part of an approved claim with D&G
You sell your Mobile but the purchaser fails to pay

14. How To Complain

If you wish to complain or you are unhappy with the service provided, please call our Customer Services team on 0333 000 4906 or write to us at the address detailed within 'Contact Information' (clause 19) (noting that your complaint relates to the policy). If you are not satisfied with our response and if your complaint relates to your policy or how your policy was sold to you, you can ask the Financial Ombudsman Service (FOS) to review your case. Referral of your complaint to the FOS does not affect your right to take legal proceedings. The FOS can be contacted at: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Email: complaint.info@financial-ombudsman.org.uk

15. 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 or by contacting them on 0800 678 1100.

16. 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/mydata/sky).

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 may also process information concerning your health where you choose to provide it. 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: registering your appliance or device; undertaking marketing (in relation to Sky Protect products and services) by post, telephone, email and/or other electronic messaging services including social media; 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, modelling and profiling for marketing and pricing purposes; detecting and preventing 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 Sky Retail Stores Limited (SRS), Sky Subscribers Services Limited (SSSL) and Sky UK Limited which is the subject of your protection policy, members of the Sky Group of Companies 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 data and paper records and telecommunications). Companies of Sky will process your Personal Information for their legitimate business interests (including marketing and analytics) in accordance with their privacy policy, which can be found at <https://www.sky.com/help/articles/sky-privacy-and-cookies-notice>. The website also provides

information on your Sky account, access to Sky controlled data and sets out how your information is managed.

International transfers of your information

We may transfer your information to countries (including the US and South Africa) which may not have data protection laws which provide the same level of protection as provided in the UK. Where this occurs we use approved 'Standard Contractual Clauses' as an appropriate safeguard to ensure that such information is adequately secured and protected.

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 (a reasonable expectation of average product ownership) 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) if you feel your Personal Information has been mishandled.

Marketing

We, along with other members of our Group, will not use your information for any marketing related activities, other than in relation to Sky Protect 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 or by writing to us using the contact details provided below.

Sky Retail Stores Limited (SRS), Sky Subscribers Services Limited (SSSL) and Sky UK Limited and members of the Sky Group of Companies may use your information to tell you about any offers, products or services which may be of interest to you. They may contact you by mail, telephone, email and/or other electronic messaging services. To change your marketing preference with them, you'll need to contact them directly on 03442 41 41 41, send an email to MySky@Sky.com or write to them at Sky UK Limited, Grant Way, Isleworth, Middlesex, TW7 5QD.

Contact Details

If you need to contact us about your information or your information rights, or to see a copy of our Standard Contractual 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 and we'll be happy to help you.

17. Fraudulent Activity

- a. We may provide your details to third parties in order to detect possible fraudulent activity.
- b. If we believe that you have (or anyone acting for you has) engaged in fraudulent activity against us or our service providers, or provided us with false information we may request extra information in support of your application or claim (such as proof of purchase).
- c. If we have reasonable grounds to believe 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.
- d. If we have reasonable grounds to believe that you have (or anyone acting for you has):
 - engaged in fraudulent activity against us or our service providers; or
 - provided us with false information,

with respect to another policy you hold or have held with us, we may cancel this policy as well as any other policies you have with us and/or reject any applications for new policies (see 'Cancellation', clause 10 above). You will receive a refund of any premium paid for unused days of the policy.

18. General Conditions and Information

- a. If you contact us electronically, we may collect your electronic identifier (for example the internet protocol (IP) address or phone number supplied by your service provider).
- b. With our permission you may transfer your policy to a new owner of the Mobile by giving us their details either over the telephone or in writing. You can only transfer the policy to another item under the following circumstances: for replacements of your Mobile provided either under a manufacturer's guarantee or under this policy; or where you have received an upgraded or downgraded item either under this policy or from Sky companies (SRS, SSSL or Sky UK Limited). If you have received an upgraded or downgraded item either under this policy or from Sky companies (SRS, SSSL or Sky UK Limited), and we have transferred cover to that item, the price of your policy may change in line with the price of your upgraded or downgraded item (where applicable). For a mobile, you will need to provide us with the new IMEI number.
- c. This policy is for your benefit only. No rights or benefits will be given to any other third party under the policy. The provisions of the Contracts (Rights of Third Parties) Act 1999 will not apply.
- d. Please ensure we are informed if you move house, or if your personal details change; please do this by calling us on 0333 000 4906. It only takes a couple of minutes to update your records and will help ensure you always receive any information regarding your policy.
- e. At any time we may modify or replace these Policy Terms and Conditions in order to:
 - ii. rectify errors or ambiguities; and/or
 - iii. change the scope or nature of the cover provided to you.

In all cases we will give you 30 days' written notice of any change that could have a material effect on your rights against us or liabilities to us. If you do not agree with the changes, you must

notify us during this period if you no longer want the policy, and we will cancel the policy immediately and provide refunds in accordance with clause 10.b.i. Otherwise all changes will be deemed to have been accepted by you.

- f. The policy will not be valid if a) any information you give us is false, exaggerated, or misleading; or b) if you fail to provide any relevant information which we have requested.
- g. The policy is governed by English law and all communications concerning the policy will be in English.
- h. Nothing in these conditions will reduce or affect your statutory rights relating to the quality of any purchase or the way it was described. These rights include the right to claim for a refund, repair, or replacement for up to six years (five in Scotland) if your product was not of satisfactory quality or fit for its purpose when it was sold to you. After the first six months you will have to prove that the product 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.adviceguide.org.uk or 03454 04 05 06.

19. Contact Information

You can contact us on 0333 000 4906 or write to us at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or sign in to My Account at www.domesticandgeneral.com/myaccount Calls cost the basic rate per minute plus your phone company's access charge, except calls to 0800 numbers.

20. 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 on (see 'Contact information', clause 19 above).

Provided by



This policy is provided by Domestic & General Insurance PLC, Registered office: Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS. Registered in England and Wales. Company No. 485850. Domestic & General Insurance PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our address and details of our authorisation can be checked on the FCA website (<https://register.fca.org.uk>).

Other Important Information

Eligibility requirements

You must be resident in the United Kingdom, Isle of Man or Channel Islands to be eligible. Your Mobile must be working in accordance with the manufacturer's specification when you apply for the policy. Your Mobile must be 45 days old or less at the start of the policy.

Changes we need to know about

You must tell us immediately if (i) you change your address and contact details; or (ii) you cease to have the Mobile which is covered by your Policy. If you don't tell us your Mobile has changed you will continue to be charged but you will not be able to claim against the policy for your new Mobile.

As your circumstances may change over time it is important that you review the Policy Terms and Conditions regularly to check that you remain eligible and the cover meets your needs.

Regulatory status

Domestic & General Insurance PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check that we are regulated by the Financial Conduct Authority (FCA) by visiting their website www.fca.org.uk. Domestic & General Insurance PLC's Financial Services Register Number is 202111.

The registered address of both Domestic & General Services Limited and Domestic & General Insurance PLC is Swan Court, 11 Worples Road, Wimbledon, London SW19 4JS. Both companies are members of the same group.

Applicable law

The Policy is governed by English law and all communications concerning the Policy will be in English. Nothing in the conditions will reduce or affect your statutory rights; for further information about your statutory rights contact the Citizens Advice Bureau: www.adviceguide.org.uk or 03454 04 05 06.

Call charges

Calls cost the basic rate per minute plus your phone company's access charge, except calls to 0800 numbers which are free. Calls may be recorded and monitored for quality and training purposes.

Things you need to know

- Domestic & General Insurance PLC is an insurance undertaking, not an intermediary. We are the underwriter of the insurance and do not provide a personal recommendation.
- Domestic & General Insurance PLC pay their sales agents periodic incentives (such as bonus payments) if they meet certain quality and sales targets.
- Full details on how to submit a complaint can be found in the terms and conditions enclosed.
- This insurance policy meets the demands and needs of those who wish to insure their mobile phone against breakdown and accidental damage, and also against accidental loss and theft (if selected).