

1. INTRODUCTION

Littlewoods Protect – Screen insurance for **accidental damage** is arranged by Shop Direct Finance Company Limited, administered by Castelan Limited and underwritten by Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG.

Shop Direct Finance Company Limited is registered in England and Wales under Company No. 4660974, with its registered office address at First Floor, Skyways House, Speke Road, Speke, Liverpool, L70 1AB. Shop Direct Finance Company is authorised and regulated by the Financial Conduct Authority (Firm Reference No. 312190).

Castelan Limited is registered in England and Wales under Company No. 7637133, with its registered office address at Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY. Castelan Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference No. 572287).

Novus Underwriting Limited is registered in England and Wales under Company No. 10844265, with its registered office address at Cumberland House, 129 High Street, Billericay, Essex, CM12 9AH. Novus Underwriting Limited is an appointed representative of Direct Insurance Group Plc, which is authorised and regulated by the Financial Conduct Authority (Firm Reference No. 306080).

Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG. Registered Office: Aeulestrasse 60 (2. Stock) 9490 Vaduz, Liechtenstein is authorised and regulated by the Liechtenstein Financial Market Authority and is deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (Firm Reference No. 454140).

Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

The authorisation details of each firm can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling 0800 111 6768.

Please read this document carefully as there are conditions and exclusions which limit **your** cover and **we** do not wish **you** to discover after an incident has occurred that **you** are not **insured**. If **you** have any queries, please email the **administrator** at mobilephones@castelanguroup.com or call the **administrator** on **0333 015 1183**.

You and your family must take all reasonable precautions to safeguard the product and to avoid damage to it. This includes, but is not limited to, ensuring that the product is maintained in accordance with the manufacturer's instructions. If you fail to do so any claim you make may be rejected by the administrator.

HOW TO CLAIM: Register **your** claim online at www.deviceprotection.co.uk/castelan/ or, for additional support, call the **administrator** on **0333 015 1183** as soon as possible, but no longer than 28 days after noticing the damage.

In order to raise **your** claim **you** will need to have **your product's** IMEI number (to identify **your product**) and a valid credit or debit card (to authorise the **claim excess**). For further details about how and when **your claim excess** will be collected and where to find **your** IMEI number, please see section 7 'Claims Process'.

2. DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy in bold:

Accidental damage: The unintentional, non-deliberate and unforeseen breakage or destruction of the **product's screen** causing loss of function or breakage, not otherwise excluded under this policy.

Administrator: Castelan Limited, appointed to administer this policy on behalf of the **insurer**.

Claim excess: The pre-agreed amount, shown on the front of **your** Certificate of Insurance that **you** shall contribute towards the cost of each accepted claim before the **insurer** settles **your** claim.

Data Controller: The **insurer** and the **administrator**, who each determine the purposes and means of processing **your** personal data.

Evidence of ownership: The original purchase receipt/order confirmation which includes the details of the **product**, which provides proof that **you** own the **product**.

Insured, you, your: The person or persons whose name and address is detailed under the 'Insured' section on **your** Certificate of Insurance.

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Insurer, our, us, we: Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG.

Period of cover: the period starting on the 'Start Date' and ending on the 'Expiry Date' on **your** Certificate of Insurance.

Product(s): The item(s) detailed under the 'Product(s) Covered' section on **your** Certificate of Insurance.

Screen: The display module of the mobile phone comprising glass, touchscreen, LCD panel, display electronics and fingerprint sensor when it is an integral component of the **screen**.

UK: The United Kingdom of Great Britain and Northern Ireland (excluding British Forces Post Office addresses, the Isle of Man and the Channel Islands).

Wear and tear: The gradual deterioration associated with normal use and age of the **product**.

3. WHO IS COVERED

You are eligible to take out this policy if **you** meet all of the following criteria:

- **you** are 18 or older at the date of purchase;
- **you** are resident in the **UK**; and
- **you** purchased **your product** from the retailer Shop Direct Home Shopping Limited, trading as Littlewoods.

4. WHAT IS COVERED

At **our** discretion, where appropriate, and upon receipt of **your claim excess**, **we** will repair **your screen** in the event that **accidental damage** to the **screen** has occurred and prevents it from operating normally.

The below examples are provided as a guide to the coverage this policy provides and is not a comprehensive list of cover.

Examples of claims this policy provides cover for include:

- the **product** is dropped onto the floor causing the **screen** to crack; and/or
- the **product** is dropped onto the floor causing **screen** failure.

Examples of claims this policy does not provide cover for include:

- the **product** is dropped onto the floor and causes scratching to the **screen**; and/or
- the **product** is dropped onto the floor and prevents the volume buttons from working.

IMPORTANT:

- **Accidental damage** to areas of the **product** other than the **screen** are not covered by this policy. See section 7 'Claims Process' for further information.
- Worldwide Cover – this policy covers the **product** while it is outside of the **UK** for a period of up to 30 consecutive days during the **period of cover**. **We** can only arrange a repair of **your product** when **you** return to the **UK**.
- This policy provides cover for unlimited repairs during the **period of cover**, however it terminates as soon as alternative settlement has been provided to **you**.
- The **insurer's** maximum liability in any one claim is the cost of the repair to **your product's screen**.

5. WHAT IS NOT COVERED

Any claim for or resulting from the following will not be covered:

- (a) Damage caused deliberately by **you** or any person.
- (b) Any damage resulting from **wear and tear**.
- (c) Any damage resulting from neglect, abuse, or misuse of the **product**.
- (d) The effects of sunlight, wind, weather, rusting, radiation, building fire, smoke damage, flooding or corrosion upon the **product**.
- (e) Breakdown in **products** manufactured with a defective design or specification and subject to a manufacturer recall.
- (f) Breakdown or faults with the **product** for any reason other than those caused by **accidental damage** resulting in failure of the **screen**.
- (g) **Accidental damage** to areas of the **product**, other than the **screen**.
- (h) Loss or theft of the **product**.
- (i) Failure to follow the manufacturer's instructions, which includes damage caused by not routinely maintaining the **product** (which includes updating software and firmware) or using non-approved accessories.
- (j) Damage to the **product** when the **product** is in the possession of someone who is not a member of **your** immediate family.

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- (k) Cosmetic scratching, denting or marking of the **screen**, which affects the appearance of the **screen** but does not affect its performance or functionality in any way.
- (l) Repairs that have not been authorised by the **administrator** including any repairs carried out outside the **UK**.
- (m) Costs, expenses or any other financial loss other than the cost **we** agree for repairing or replacing the **product**; such as loss of earnings, monthly tariffs, subscriptions, unauthorised app downloads and in-app purchases and unauthorised use of mobile payment facilities.
- (n) Damage not consistent with the original claim or misrepresentation of an occurrence.
- (o) Damage to parts of the **product** other than the components that comprise the **screen**.
- (p) Content stored on, or accessible via, the **product**, such as images, data, games, music, apps, logos and downloads.
- (q) Phone cases, **screen** protectors and any other accessories.
- (r) Where **you** cannot provide **evidence of ownership**.
- (s) Modifications or cosmetic enhancements which **you** have made to **your** handset such as plating or embellishment with precious stones or using non-approved accessories.
- (t) Any claim where **you** do not provide the IMEI number or the IMEI number **you** provide is currently recorded as lost or stolen.
- (u) War: Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- (v) Terrorism: Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. **We** will, however, cover any loss or damage (but not related cost or expense, caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.
- (w) Radiation: Any direct or indirect consequence of irradiation or contamination by nuclear material or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- (x) Electronic Data: Any consequence of, howsoever caused, including, but not limited to, a computer virus resulting in electronic data being lost, destroyed, distorted, altered or otherwise corrupted. For the purposes of this policy, electronic data shall mean facts, concepts and information stored to form useable data for communications, interpretations or processing, by electronic or electromechanical data processing, or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such hardware. For the purposes of this policy, computer virus shall mean a set of corrupting, harmful or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, that multiply themselves through a computer system or network of whatsoever nature.

6. PERIOD OF COVER

Your cover for **accidental damage** will start on the 'Start Date' shown on your Certificate of Insurance.

Your policy will end as soon as any of the following events occur:

- **your** policy expires on the 'Expiry Date' as set out in **your** Certificate of Insurance;
- **you** return your **product** to the retailer, Shop Direct Home Shopping Limited, in accordance with its returns policy; or
- **your product** is recalled or replaced by the retailer, Shop Direct Home Shopping Limited; or
- **your** claim has been settled by an alternative settlement; or
- **you** are no longer a resident of the **UK**; or
- **you** become deceased; or
- **you** or the **insurer** cancels the policy in accordance with section 9 'Cancellations and Refunds'.

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If **you** cancel the purchase of **your product** before it is delivered to **you** or **you** return **your product** to the retailer, Shop Direct Home Shopping Limited, in accordance with its returns policy, **we** will cancel **your** policy automatically and **you** will receive a refund of premiums as set out in section 9 'Cancellation and Refunds'.

If during the **period of cover your product** is replaced by the manufacturer with an identical **product**, this policy will continue to provide cover on the new **product** for the term shown on the Certificate of Insurance.

If during the **period of cover your product** is replaced by the manufacturer with a different product, this policy will not continue to provide cover on the new product and **you** will need to contact the **administrator** to cancel this policy.

We realise that **you** may not receive **your product** for several days after **you** place **your** order which in some cases may mean that **your Start Date** will pre-date **your** receipt of the **product**. Any claims made towards the end of the **period of cover** under **your** policy will take this into consideration. If **you** would prefer to update the **Start Date** shown on **your** Certificate of Insurance, **you** can contact the **administrator** at any time by emailing mypolicy@castelanguroup.com.

Renewing this policy: It may be possible for **us** to offer a renewal of this policy. If **we** are able to do this **you** will be contacted prior to the expiry date of this policy with the offer details.

7. HOW TO MAKE A CLAIM

HOW TO CLAIM: **You** can register **your** claim online at www.deviceprotection.co.uk/castelan/ or telephone the **administrator** on **0333 015 1183** as soon as possible, but no longer than 28 days after noticing the damage. If **you** report a claim after 28 days **we** may not consider **your** claim. Claims outside this timeframe will be considered on a case by case basis.

Claim excess – For each claim raised, **you** must pay the **claim excess** before **we** will repair **your screen**. **We** will ask **you** to make this payment using a valid credit card or debit card at the time **you** report **your** claim. The value of **your claim excess** can be found on the front of **your** Certificate of Insurance.

Your claim excess will be refunded to **you** in the event **your** claim is not accepted.

HOW **WE** WILL SETTLE CLAIMS:

REPAIR: Where **we** believe **your** claim to be valid, **we** will arrange for the **product** to be inspected by **our** approved repairers. The **administrator** will provide

you with instructions on what to do with **your** damaged **product** after **your** claim has been raised. If **we** choose to offer **you** an alternative settlement without prior assessment, it is **your** responsibility to dispose of **your product** appropriately.

When **your product** reaches **our** approved repairers, **your** claim will be assessed and if accepted **we** will repair **your screen** and return it to **you**.

ALTERNATIVE SETTLEMENT: Where **we** are not able to complete **your screen** repair **we** will provide **you** with a cash settlement for the value of the **screen** repair. Where the value of **our screen** repair exceeds that of replacing **your product** **we** may replace **your product** with a **product** that is the same make and model as that listed on the front of **your** Certificate of Insurance. In any of these events, this policy terminates.

WHERE OTHER DAMAGE IS PRESENT (I.E. NON-SCREEN DAMAGE)

i) Where **you** have a valid **screen** claim, which **our** approved repairers can repair successfully, but other damage is present (not covered by this policy) but could also be repaired, **our** approved repairers will contact **you** to see if **you** would like to pay for this other damage to be repaired. If **you** decide not to proceed with repairing this additional damage, **you** have the following options available to **you**:

(a) instruct **our** approved repairers to complete the repairs to the **product's screen** only, and return **your product** to **you**. As the **product** is being returned to **you** with known damage and **our** approved repairers are unable to complete a full diagnostics assessment, the repair to the **screen** is not provided with any warranty; or

(b) instruct **our** approved repairers not to complete the repair to **your product's screen** and receive a cash settlement for the value of the **screen** repair; or

(c) instruct **our** approved repairers to return **your product** unrepaired and withdraw **your** claim and arrange to have **your claim excess** refunded to **you**.

ii) Where **you** have a valid **screen** claim, but other damage prevents the **screen** repair from being successful, **our** approved repairers will contact **you** to see if **you** would like to pay for these other repairs to be completed beforehand. If **you** decide not to proceed with repairing this additional damage, which ultimately prevents **us** from completing

the **screen** repair, **you** have the following options available to **you**:

- (a) instruct **our** approved repairers not to complete the repair to **your product's screen** and receive a cash settlement for the value of the **screen** repair; or
- (b) instruct **our** approved repairers to return **your product** unrepaired and withdraw **your** claim and arrange to have **your claim excess** refunded to **you**.

IMPORTANT:

- **You** will need to provide **your product's** IMEI number (International Mobile Equipment Identity number) when making a claim. This 15 digit number can be found on **your product's** original packaging, by keying ***#06#** on **your product** or by contacting **your** mobile phone network provider. The IMEI is the unique serial or identification number that **we** will use to identify the **product** in the event of a claim.
- The **insurer's** maximum liability in any one claim is the cost of the repair to **your product's screen**.

NOTE – The length of a claim can vary considerably depending on the nature of the claim but **we** will ensure **we** do **our** utmost to conclude **your** claim as quickly as possible.

8. FRAUDULENT CLAIMS

You must not act in a fraudulent manner. If **you** or anyone acting for **you**:

- makes a claim under **your** policy knowing the claim to be false or fraudulently exaggerated in any respect;
- makes a statement in support of a claim knowing the statement to be false in any respect;
- submits a document in support of a claim knowing the document to be forged or false in any respect; and/or
- makes a claim in respect of any loss or damage caused by **your** wilful act,

we may:

- not pay the claim or any other claim made under **your** policy;
- declare **your** policy void and not make any return of premium;
- be entitled to recover the amount of any claim already paid under **your** policy from **you**; and/or
- inform the police of the circumstances.

9. CANCELLATION AND REFUNDS

There are a number of instances where **you** may cancel, or should cancel **your** policy or where **your** policy will be cancelled automatically. These are set out below:

- **You** can cancel **your** policy at any time if **you** are not satisfied with **your** policy.
- **You** should cancel **your** policy if **your** product has been recalled by the manufacturer and not replaced with an identical **product**.
- **Your** policy will be automatically cancelled if **your product** has been recalled or replaced by the retailer, Shop Direct Home Shopping.
- **Your** policy will be automatically cancelled if **your product** has been returned to the retailer, Shop Direct Home Shopping, by **you** in accordance with its returns policy.
- **Your** policy will be automatically cancelled if **you** are no longer a resident of the **UK**.

Where **your** policy has been cancelled as a result of any of these events, **you** will receive a refund of premium as follows:

- where **your** policy is cancelled within the first 28 days and **you** have not made a claim under **your** policy, any premium **you** have paid will be returned to **you** in full; or
- where **your** policy is cancelled within the first 28 days and **you** have made a claim under **your** policy, any premium **you** have paid will be returned to **you** after the value of any claims have been deducted; or
- where **your** policy is cancelled after the first 28 days and **you** have not made a claim, **you** will receive a pro rata refund of the premium paid for the policy based on the number of full months remaining on the **period of cover**; or
- where **your** policy is cancelled after the first 28 days and **you** have made a claim under **your** policy, **you** will receive a pro rata refund of the premium paid for the policy based on the number of full months remaining on the **period of cover** after the value of any claims have been deducted.

The 28 day period begins on the 'Start Date' or 'Inception Date' set out in **your** Certificate of Insurance or the date **you** received these policy documents, whichever is later.

To cancel **your** policy, please contact the **administrator** by emailing mypolicy@castelangroup.com or writing to Finance Administration, Castelan Group, Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY, quoting **your** Certificate Number

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and explaining **your** reasons for wanting to cancel **your** policy. Where a refund is due to **you** under these Terms and Conditions, it will be paid to **you** through **your** original method of payment, where possible.

The **insurer** may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known correspondence address. Valid reasons may include but are not limited to:

- fraud;
- non-payment of premium;
- threatening and abusive behaviour;
- non-compliance with these Terms and Conditions;
- **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Provided the premium has been paid in full, **you** will be entitled to a pro rata refund of the premium paid for the policy based on the number of full months remaining on the **period of cover** less the value of any claims made under the policy.

In the event that **you** become deceased, **your** representative(s) should contact the **administrator** as this policy will end automatically. Where applicable a refund of any premiums paid on a pro rata basis (as outlined above) will be paid to **your** representative(s). The **administrator** will advise of the required process and any documents that may need to be provided.

10. GENERAL ADMINISTRATION TERMS AND CONDITIONS

- The **administrator** will administer **your** policy and settle all claims in accordance with these Terms and Conditions.
- **You** are responsible for informing the **administrator** of a change of **your** address by emailing mypolicy@castelangroup.com or by telephone on **0333 015 1183** or by writing to Castelan Ltd, Administration Manager, Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY.
- **You** cannot transfer this policy to another person.
- When **your** cover under the policy ends it will not have a cash or surrender value.
- **We** may amend these Terms and Conditions for legal or regulatory reasons. Where this change benefits **you**, **we** will make the change immediately and notify **you** of the change within 28 days. In all other cases **we** will write to advise **you** of the change at least 28

days prior to any change taking effect. If **you** wish to cancel **your** policy, **you** may cancel it and **you** will receive a pro rata refund of the premium paid for the policy based on the number of full months remaining on the **period of cover** after the value of any claim(s) have been deducted, where applicable.

- This policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or Wales.
- To improve the quality of **our** service, **we** will monitor and record some telephone calls.

11. MAKING A COMPLAINT

If **you** have a complaint about how **your** claim has been handled, or how **your** policy has been administered, please contact the **administrator** by email at customercare@castelangroup.com or by telephone on 0333 015 1183 or by writing to Castelan Ltd, Customer Care Manager, Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset BS23 3QY.

In some cases the **administrator** may refer **your** complaint to Novus Underwriting Limited. **You** can contact Novus Underwriting Limited by email at complaints@novusunderwriting.com or by writing to 4th Floor, 34 Lime Street, London EX3M 7AT.

If **you** have a complaint relating to the sale of **your** policy, please contact Shop Direct Finance Company Limited by telephone on 0800 092 9051 or by writing to Insurance Customer Services, Sandringham House, Sandringham Avenue, Chelmsford CM92 1LH.

If **you** are not happy with the outcome of **your** complaint, **you** have the right to refer **your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service by writing to The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR or by telephone on 0300 123 9 123 or by visiting www.financial-ombudsman.org.uk. The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

12. FINANCIAL SERVICES COMPENSATION SCHEME

Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG is covered by the Financial Services Compensation Scheme ('FSCS'). **You** may be entitled to compensation from the scheme if Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG cannot meet its obligations. This depends on the type of business and the

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circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk. **You** may also contact the FSCS on their Freephone number 0800 678 1100 or 020 7741 4100 or **you** can write to Financial Services Compensation Scheme PO Box 300, Mitcheldean GL17 1DY.

13. DATA PROTECTION

We and the **administrator** are **Data Controllers** (as defined by the General Data Protection Regulations) for the data **you** provide to **us**.

We need to use **your** data in order to arrange **your** policy and associated **products**. **We** may collect personal information about **you**, including:

- name, address, contact details
- financial information such as bank details
- details of any claim

We may also collect sensitive personal information about **your** health where **we** consider a change to **our** procedures will likely provide **you** with a better customer outcome. This will only be collected with **your** consent.

You are obliged to provide information without which **we** will be unable to provide a service to **you**. Any personal information provided by **you** may be held by **us** in relation to **your** policy. It may be used by **our** relevant staff in making a decision concerning **your** policy and for the purpose of servicing **your** policy. It may be held by the **administrator** for administering claims. Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **you** from credit reference agencies, fraud prevention agencies and others to check **your** credit status and identity. The agencies will record **our** enquiries, which may be seen by other companies who make their own credit enquiries. If **you** provide false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may use these records to:

- help make decisions on insurance proposals and insurance claims, for **you** and members of **your** household;
- trace debtors, recover debt, prevent fraud, and manage **your** insurance policies; and/or
- check **your** identity to prevent money laundering, unless **you** furnish **us** with satisfactory proof of identity.

We process all data in the **UK** but where **we** need to disclose data to parties outside the European Economic Area ('EEA'), **we** will take reasonable steps to ensure the privacy of **your** data during such transfers by contracting parties to Model Contracts which aim to provide the equivalent level of data protection to that found in the EEA.

In order to protect **our** legal position, **we** will retain **your** data for a minimum of 7 years. **We** have a Data Protection regime in place to oversee the effective and secure processing of **your** data. Under Data Protection legislation, **you** can ask **us** for a copy of the data **we** hold, have it corrected, sent to a third party or deleted (subject to **our** need to hold data for legal reasons). **We** will not make **your** personal details available to any companies to use for their own marketing purposes.

If **you** wish to complain about how **we** have handled **your** data, **you** can contact **us** and **we** will investigate the matter. If **you** are not satisfied with **our** response or believe **we** are processing **your** data incorrectly, **you** can complain to the Information Commissioner's Office by writing to Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF or by telephone on 0303 123 1113.

For more information about how the **administrator** uses **your** data, please see the **administrator's** privacy notice at www.castelgroup.com/privacy-notice.