

Very Protect – Replace Terms and Conditions

1. INTRODUCTION

Very Protect – Replace insurance for **accidental damage** and **breakdown** is arranged and administered by Shop Direct Finance Company 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).

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 call the **administrator** on **0800 092 9051**.

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 with the **administrator** by telephone on 0800 092 9051 as soon as possible, but no longer than 28 days after noticing the damage. For more information, please see section 7 'How to make a claim'.

2. DEFINITIONS

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

Accidental damage: A sudden and unforeseen event causing breaking, failure, distortion or burning out of any component part of the **product**, causing its sudden stoppage and necessitating repair or replacement before it can operate as intended.

Administrator: Shop Direct Finance Company Limited, appointed to administer this policy on behalf of the **insurer**.

Breakdown: The sudden and unforeseen breaking, failure, distortion, or burning out of any component part of the **product**, found outside of the manufacturer's warranty period, whilst in ordinary use, causing its sudden stoppage and necessitating repair or replacement before it can operate as intended.

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

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

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.

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:



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- **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 Very.

4. WHAT IS COVERED

We will replace **your** damaged **product** in the event of **accidental damage** or **breakdown** as set out below:

ACCIDENTAL DAMAGE which results in:

- failure of electrical components
- failure of mechanical components
- breakage of handles, knobs, integral components

Examples of **accidental damage**, include, but are not limited to:

- water damage to **your product**
- dropping **your product**
- cracking or damaging the screen on **your product**
- damaging doors or hinges that mean the **product** cannot function

BREAKDOWN which results in:

- failure of electrical components
- failure of mechanical components

IMPORTANT:

- **Accidental damage** provides cover for specific accidental events. It is not a general cleaning or maintenance contract. As such, cover is not provided for damage, accidental or otherwise, which has occurred or accumulated over a period of time.
- **Breakdown** arising during the manufacturer's warranty period should be reported to the manufacturer or Shop Direct Home Shopping Limited from whom **you** purchased **your product** to be dealt with under the manufacturer's warranty.
- 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 replacement of **your product** when **you** return to the **UK**.
- The replacement may be a refurbished (not brand new) product.
- We cannot guarantee we will be able to replace **your product** with one of the same colour or replace any limited or special editions with an identical product.

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) Loss or theft of the **product**.
- (e) **Breakdown** first discovered before the expiry of the manufacturer's warranty period.
- (f) Failure to follow the manufacturer's instructions, which includes damage caused by incorrect or inadequate assembly, not routinely maintaining the **product** (which includes updating software and firmware) or using non-approved accessories.
- (g) Cosmetic damage that does not affect or impair the function, performance or safe use of the **product**.
- (h) The effects of sunlight, wind, weather, rusting, radiation, building fire, smoke damage, flooding or corrosion upon the **product**.
- (i) **Breakdown** in a **product** manufactured with a defective design or specification that is subject to a manufacturer's recall.
- (j) Consumable items requiring routine replacement such as any projection lamps, light bulbs, disposable bags, filters, oven liners or batteries.
- (k) Any repairs that have not been authorised by the **administrator** including any repairs carried out outside the **UK**.
- (l) Damage caused by any animal other than **your pet(s)**.
- (m) Costs, expenses or any other financial loss, such as loss of earnings, fitting, installation costs, removal costs and loss of refrigerated foods, other than the cost we agree for replacing the **product**.
- (n) Use of the **product** in business premises or in residential premises which **you** let or sublet.
- (o) Damage not consistent with the original claim or misrepresentation of an occurrence.
- (p) Electronic data that is lost, destroyed, distorted, altered, or otherwise corrupted.
- (q) The variation and/or failure to public services (including water, electricity, or gas supply) however caused (including adverse weather conditions) or gas leaks.

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- (r) 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.
- (s) 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.
- (t) 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.
- (u) 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

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

BREAKDOWN: **Your** cover for **breakdown** will start following the expiry of the manufacturer's warranty period.

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; or
- **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 a replacement or an alternative settlement; or
- **you** or the **insurer** cancels the policy in accordance with section 9 'Cancellations and Refunds'; or
- **you** are no longer a resident of the **UK**; or
- **you** become **deceased**; or
- **you** modify the **product**.

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.

This policy will not be renewed.

7. HOW TO MAKE A CLAIM

HOW TO MAKE A CLAIM: Register **your** claim by telephone on **0800 092 9051** or by writing to Insurance Claims Department, The Venter Building, Rainton Business Park, Houghton Le Spring, County Durham DH4 5RA as soon as possible, but no longer than 28 days after noticing



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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.

HOW WE WILL SETTLE CLAIMS: Valid claims will be settled by replacing the damaged **product** with one which is the same make and model as **your product**. If **your product** is replaced, **your** policy will come to an end.

REPLACEMENT: The **administrator** will replace **your** damaged **product** with one which is the same make and model as **your product**. If the **administrator** cannot do this **you** will be given a choice of make and model with an equivalent specification.

Where damage is to an accessory supplied with the **product**, only the damaged accessory will be replaced. For example, where a charger is broken, a replacement charger will be provided.

ALTERNATIVE SETTLEMENT: If the **administrator** is not able to replace the damaged **product** satisfactorily, the **administrator** will contact **you** to arrange an alternative settlement. The value of the alternative settlement will be limited to the amount **you** paid for the **product**.

If the **administrator** provides **you** with a replacement or an alternative settlement, **we** reserve the right to take sole ownership of the defective **product**. If **we** choose to take ownership, the defective **product** will be collected from **you** following the delivery of the replacement or the provision of the alternative settlement. If **we** choose not to collect the defective **product** as above, the ownership of it and the responsibility for it (including disposing of it) will remain solely with **you**.

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



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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' set out in **your** Certificate of Insurance or the date **you** received these policy documents, whichever is later.

Your policy will end if **you** make a successful claim.

To cancel **your** policy, please contact the **administrator** by telephone on **0800 092 9051** or by writing to Insurance Customer Services Sandringham House Sandringham Avenue Chelmsford CM92 1LH, quoting **your** Certificate Number 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 or email 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 arrange and 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 telephone on 0800 092 9051 or by writing to Insurance Customer Services, Sandringham House, Sandringham Avenue, Chelmsford, CM92 1LH.

- **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 the sale of **your** policy, how **your** policy has been administered or a claim that **you** have made on **your** policy, please contact the **administrator** by telephone on 0800 092 9051 or by writing to Insurance Customer Services, Sandringham House, Sandringham Avenue, Chelmsford CM92 1LH.

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** 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 visit 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.



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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 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 a **Data Controller** (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; and/or
- 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 telephoning 0303 123 1113.

For more information about how the **administrator** uses **your** data, please see the **administrator's** privacy notice at www.very.co.uk.