

## Littlewoods Protect – Replace Certificate of Insurance

Insured:

Sample

Certificate no:

Sample

**DEMANDS AND NEEDS:** This insurance policy meets the demands and needs of those who wish to insure their electrical item against **accidental damage** and **breakdown** for the **period of cover**.

What is covered:

Accidental Damage  
Breakdown

Sample

This is to certify that in return for the premium **you** have paid and subject to the Terms and Conditions of this policy, American International Group UK Limited agree to meet the type of claims set out above under 'What is Covered' that are made by the **insured** for the **products** occurring during the **period of cover**.

**Your** policy does not cover every eventuality. Please read the Terms and Conditions carefully for full details of what is covered, what is not covered and how to make a claim. This document contains all the Terms and Conditions that apply to this policy. If **you** have existing policies that give the same cover elsewhere, **you** will need to consider whether **you** may be paying for duplicate cover.

**HOW TO CLAIM: Register your claim with the administrator by telephone on 0800 092 9051**

Product(s) covered:

Product:

Start Date:

Expiry Date:

Manufacturer's Warranty Expiry Date:

Premium:

Sample

**IMPORTANT:** 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.

## Littlewoods Protect – Replace Terms and Conditions

### 1. INTRODUCTION

*Littlewoods Protect – Replace* insurance for **accidental damage** and **breakdown** is arranged and administered by Shop Direct Finance Company Limited and underwritten by American International Group UK Limited.

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).

American International Group UK Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 781109). This information can be checked by visiting the Financial Services register: [www.register.fca.org.uk](http://www.register.fca.org.uk)

American International Group UK Limited is registered in England (company number 10737370) and has its registered address at The AIG Building, 58 Fenchurch Street, London EC3M 4AB. We're also a member of the Association of British Insurers.

The authorisation details of each firm can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://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** immediate 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:** American International Group UK Limited.

**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:

- **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

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.
- (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.

### Other things that may affect your cover

Economic sanctions change from time to time and can include prohibiting the transfer of funds to a sanctioned country, freezing the assets of a government, the corporate entities and residents of a sanctioned country, or freezing the assets of specific individuals or corporate entities. This means that if **you** are the subject of an economic sanction **we** may not be able to provide cover under this policy.

### 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 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**;
- inform the police of the circumstances; and/or
- **we** may share data with other insurers.

### 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** cover under this policy will also cease 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 be entitled to a refund of premium as follows:

- where **your** policy is cancelled within the first 28

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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' 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.
- Only **you** (or **your** executor or legal representative in the event of **your** death) and **us** may enforce the terms of this policy. The provisions of the Contract (Rights of Third Parties) Act 1999 do not apply.

### 11. MAKING A COMPLAINT

The **Insurer** has agreed that the **Administrator** will handle customer complaints on its behalf.

**We** believe **you** deserve courteous, fair and prompt service. If there is any occasion when **our** service does not meet **your** expectations please contact **us** using the appropriate contact details below, providing the Policy/

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Claim Number and the name of the Policyholder/Insured Person to help us deal with **your** comments quickly.

**You** can contact **us** by telephone on 0800 092 9051 or by writing to Insurance Customer Services, Sandringham House, Sandringham Avenue, Chelmsford CM92 1LH.

**We** operate a comprehensive complaint process and will do **our** best to resolve any issue **you** may have as quickly as possible. On occasions however, **we** may require up to 8 weeks to provide **you** with a resolution. **We** will send **you** information outlining this process whilst keeping **you** informed of **our** progress.

If **we** are unable to resolve **your** concerns within 8 weeks, **you** may be entitled to refer the complaint to the Financial Ombudsman Service. **We** will provide full details of how to do this when **we** provide **our** final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if **you** have not provided **us** with the opportunity to resolve it.

The Financial Ombudsman Service can be contacted at:

Write to: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Call: 0800 023 4567 or 0300 123 9 123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Online: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following this complaint procedure does not affect **your** rights to take legal action.

### 12. FINANCIAL SERVICES COMPENSATION SCHEME

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** financial obligations **you** may be entitled to compensation from the scheme, depending on whether **you** are an eligible claimant, the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or call (Freephone) on 0800 678 1100 or +44 (0)20 7741 4100.

### 13. DATA PROTECTION

American International Group UK Limited is committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to **you** or other individuals (e.g. **your partner** or other members of **your family**). If **you** provide Personal Information about another individual, **you** must (unless **we** agree otherwise) inform the individual about the content of this notice and

**our** Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with **us**.

**The types of Personal Information we may collect and why** – Depending on **our** relationship with **you**, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with **your** consent where required by applicable law) as well as other Personal Information provided by **you** or that **we** obtain in connection with **our** relationship with **you**. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of **our** business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside **your** country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

To opt-out of any marketing communications that **we** may send **you**, contact **us** by e-mail at: [AIGDirect.Queries@aig.com](mailto:AIGDirect.Queries@aig.com) or by writing to: Customer Support Team, The AIG Building, 2-8 Altyre Road, Croydon, Surrey CR9 2LG. If **you** opt-out **we** may still send **you** other important service and administration communications relating to the services.

**Sharing of Personal Information** – For the above purposes Personal Information may be shared with **our** group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers.

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**We** are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. **We** may search these registers to prevent, detect and investigate fraud or to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of **our** company or transfer of business assets.

**International transfer** – Due to the global nature of **our** business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico, Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in **your** country of residence). When making these transfers, **we** will take steps to ensure that **your** Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in **our** Privacy Policy (see below).

**Security of Personal Information** – Appropriate technical and physical security measures are used to keep **your** Personal Information safe and secure. When **we** provide Personal Information to a third party (including **our** service providers) or engage a third party to collect Personal Information on **our** behalf, the third party will be selected carefully and required to use appropriate security measures.

**Your rights** – **You** have a number of rights under data protection law in connection with **our** use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend **our** use of data. These rights may also include a right to transfer **your** data to another organisation, a right to object to **our** use of **your** Personal Information, a right to request that certain automated decisions **we** make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about **your** rights and how **you** may exercise them is set out in full in **our** Privacy Policy (see below).

**Privacy Policy** – More details about **your** rights and how **we** collect, use and disclose **your** Personal Information can be found in **our** full Privacy Policy at [www.aig.co.uk/privacy-policy](http://www.aig.co.uk/privacy-policy) or **you** may request a copy by writing to: Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB or by email at: [dataprotectionofficer.uk@aig.com](mailto:dataprotectionofficer.uk@aig.com).

For more information about how the **administrator** uses **your** data, please see the **administrator's** privacy notice at [www.littlewoods.com/help/en/privacy-terms.page](http://www.littlewoods.com/help/en/privacy-terms.page)