

Breakdown & Accidental Damage Cover Policy Terms and Conditions

1. Period of Insurance



Start date

As shown on your Schedule of Insurance.

End date

All cover under this Policy ends on the earliest of:

- the expiry date shown on your Schedule of Insurance; or
- the date you receive a replacement product or a settlement following a breakdown or accidental damage claim; or
- the date from which you inform us you want us to cancel your Policy.

2. Scope of Cover



Accidental damage

We cover you against physical damage to your Product caused by unexpected and/or unintentional incidents that are accidental in nature. This includes drops and falls, liquid spills or submersion and weather damage caused by incidents such as rain and high winds. Your Product is covered worldwide with a local repair option available.

- If your Product was purchased for £150 or more, and can be repaired economically, we will repair your Product and your Policy will continue. In rare circumstances we replace your Product instead of repairing it, we will consider this a repair not a replacement.
- If your Product was purchased for less than £150, or can't be repaired economically, we will offer you a choice of:
 - (a) a replacement product - of the same or comparable brand, of equivalent technical specification (as determined by us), where available and sold as new by Amazon via www.amazon.co.uk on the day of requesting a settlement, with a value not exceeding the original purchase price of your Product. Your replacement product will be new and will be provided with a new guarantee; or
 - (b) an Amazon Gift Card claim code (or alternative selected by Insurer) to the value of a replacement product (see (a) above). If such a product is not available we will determine the Gift Card claim code value by considering the current retail market price of an identical or equivalent specification product.

Whether you select (a) or (b) your Policy will end. For large products (such as heavy kitchen appliances and large screen TVs), if you choose (a) we will arrange for your broken Product to be collected when your replacement product is delivered, however if you choose (b) you become responsible for disposing of your broken Product.

Breakdown

We cover you against your Product becoming faulty as a result of internal mechanical or electrical failure. External causes, such as weather are classed as accidental damage (see above).

- If your Product was purchased for £150 or more, and can be repaired economically, we will repair your Product and your Policy will continue. In rare circumstances we replace your Product instead of repairing it, we will consider this a repair not a replacement.
- If your Product was purchased for less than £150, or can't be repaired economically, we will offer you a choice of:
 - (a) a replacement product - of the same or comparable brand, of equivalent technical specification (as determined by us), where available and sold as new by Amazon via www.amazon.co.uk on the day of requesting a settlement, with a value not exceeding the original purchase price of your Product. Your replacement product will be new and will be provided with a new guarantee; or
 - (b) an Amazon Gift Card claim code (or alternative selected by Insurer) to the value of a replacement product (see (a) above). If such a product is not available we will determine the Gift Card claim code value by considering the current retail market price of an identical or equivalent specification product.

Whether you select (a) or (b) your Policy will end. For large products (such as heavy kitchen appliances and large screen TVs), if you choose (a) we will arrange for your broken Product to be collected when your replacement product is delivered, however if you choose (b) you become responsible for disposing of your broken Product.

3. General Requirements and Exclusions



Exclusion	Explanation
New Products only	This Policy only covers Products purchased via www.amazon.co.uk as new and covered by a manufacturer guarantee of at least one year, and must be purchased on the same day as the Product being insured. It does not cover refurbished, used or second hand items (subject to the provisions dealing with transfer in Section 8 'Transfer of Policy').
Personal use only	This Policy only covers the Product where it is used for personal purposes. There is no cover for business or commercial use.
18+	You must be 18 years or older to purchase this insurance.
UK residents only	This Policy is limited to items purchased by UK residents (which excludes Channel Islands and Isle of Man).
Intentional or malicious damage to your Product	We will not provide cover if your Product is intentionally or maliciously damaged. You must take reasonable care of your Product.
Loss of your Product	This Policy does not cover loss or theft of your Product.
Consumables i.e. items replaceable by you	We will not provide cover where the breakdown can be fixed by you replacing consumable items. This includes, but is not limited to, items such as fuses, light bulbs, filters and batteries. Batteries are covered for accidental damage only.
Cosmetic damage	Cosmetic damage such as scratches, dents and corrosion that doesn't impact the function and use of your Product is not covered.
Where you do not have proof of ownership	You may not be covered if you cannot provide a copy of the original Amazon online purchase documentation (or details of the Product having been replaced by us) to show that the Product is yours. A record of your purchase history can be found on Amazon under "My Account".
Viruses	Breakdown due to malicious software is not covered.
Software	We will not provide cover if your Product stops working due to software faults or updates.
Contents of Product	Any pictures, software, downloads, apps, music or any other content stored on your Product is not covered by this Policy.
Accessories	Cover is not provided for any accessories that were not included with the Product when new.
Manufacturer recall	This Policy does not cover any faults which relate to a manufacturer recall of your Product, or any costs covered under the manufacturer guarantee.
Other costs or losses	We will only cover repairing or replacing the Product. We will not cover any other cost or consequential loss, e.g. not being able to use the Product or time you take off work.
Modification or unauthorised repairs	We will not provide cover if your Product has been modified or repaired other than by the manufacturer, a manufacturer approved repairer or a repair agent authorised by us.
Misuse	You must follow the manufacturer guidelines and take reasonable care of your Product, otherwise your claim may be declined.

4. Claims



Making a claim

1. Before contacting us, check the electrical connection, look for visible causes of the damage or fault, and consult any fault finding guide in the manufacturer handbook.
2. Contact us by email at: claims@amazonprotect.co.uk, call us on 0303 313 0001 between 8:30am and 9pm Monday to Friday and between 10am and 7pm Saturday to Sunday, or write to us at Amazon Protect, Vantage Point Business Village, Mitcheldean, GL17 0DD, United Kingdom.
3. In the first instance, our technical helpline will attempt to get your Product working again. If this is not possible, we will arrange for your Product to be examined. In some instances a repair technician will visit your home, however for smaller items we will arrange a courier or provide you with pre-paid packaging to send the Product to our approved repairer. We will advise you at the point you make a claim which process we will follow.

Notes on claims

We will always do our best to make sure that you are satisfied with the outcome of the claim, however if you are not, please follow the complaints process in Section 6 'General Queries and Complaints'. Products that are replaced may be retained by us.

Worldwide

If your Product suffers a breakdown or accidental damage while you are abroad, call us first for authorisation for a local repair by a manufacturer-approved repairer. We will agree a maximum repair cost and will reimburse you upon receipt of an official invoice or confirmation of payment. Alternatively, if it can wait, we can process your claim when you return home. You should always follow the claims procedure detailed in Section 4 'Claims'.

5. Cancellation and Refund



You can cancel your Policy within 45 days of the later date of: (i) the date of purchase of your Policy, or (ii) the date on which you receive your Policy documentation. If you wish to cancel during this period you will be given a full refund of the premium paid.

Following the expiry of your 45 days cooling-off period you continue to have the right to cancel this Policy. If you do so, you will be entitled to a proportional refund based on the number of full unexpired days of cover remaining.

We will extend the full refund period in line with any Amazon Extended Christmas Return Policy that was active at the time this cover was purchased.

Should you wish to cancel your Policy, please email us at: cancellation@amazonprotect.co.uk, call us on 0303 313 0001, or write to us at Amazon Protect, Vantage Point Business Village, Mitcheldean, GL17 0DD, United Kingdom.

In the event you cancel your Product order prior to dispatch and we are able to associate that order with this Policy, we will automatically cancel this Policy, initiate a full refund and email you confirmation. If you do not receive confirmation, please follow the cancellation process above.

We may cancel your Policy if there has been a breach of Section 10 'Obligation to provide accurate information' or in the event of war or foreign hostility in your country of residence. In the event of war or foreign hostility, you will be entitled to a refund of premium in accordance with the guidance above.

6. General Queries and Complaints



If you have a general query, please email us at: enquiries@amazonprotect.co.uk, or call us on 0303 313 0001.

If you have a complaint regarding this Policy, please contact us by email at: complaints@amazonprotect.co.uk, call us on 0303 313 0001, or write to us at Amazon Protect, Customer Relations, Vantage Point Business Village, Mitcheldean, GL17 0DD, United Kingdom.

If your complaint is not resolved to your satisfaction you may within 6 months of a final decision contact the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR, or by telephone: 0800 023 4567 or 0300 123 9123. Website www.financial-ombudsman.org.uk. Alternatively you may use the European Commission's Online Dispute Resolution website at <http://ec.europa.eu/consumers/odr/>.

7. Changing your details



If you need to update the details we have for you then please email us at: enquiries@amazonprotect.co.uk or call us on 0303 313 0001, or write to us at Amazon Protect, Vantage Point Business Village, Mitcheldean, GL17 0DD. Any change of information will be made free of charge.

8. Transfer of Policy



If you sell or give the Product to someone else then please email us at: enquiries@amazonprotect.co.uk or call us on 0303 313 0001, or write to us at Amazon Protect, Vantage Point Business Village, Mitcheldean, GL17 0DD. You will need to provide the recipient of your Product with a copy of the original Amazon online purchase documentation of the Product (or details of any replacement provided by us) as this will be required in order to make a claim under this Policy. Any transfer of Policy will be made free of charge.

9. Law and Jurisdiction



Unless agreed otherwise, prior to the Policy start date, English law applies to this Policy and the parties shall submit to the non-exclusive jurisdiction of the Courts of England.

10. Obligation to provide accurate information



When applying for or varying this Policy or submitting a claim, you or anyone acting on your behalf must take reasonable care to answer all questions honestly and to the best of your knowledge. Failure to do so may affect the validity of your Policy or the payment of your claim.

If you make any claim, which we consider to be fraudulent, unfounded or exaggerated, all benefits under this Policy will be lost and we will seek to recover any benefits paid under such a claim.

11. Compensation Scheme



London General Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our liabilities. General insurance contracts are covered for 90% of the entire claim without any upper limit. You can get more information about the compensation scheme arrangements by contacting the FSCS on 0800 678 1100 or 020 7741 4100.

12. Data Protection



London General Insurance Company Limited and TWG Services Limited, referred to as 'we'/'us'/'our' in this data protection statement, who can be contacted by email at: enquiries@amazonprotect.co.uk or by writing to Amazon Protect, Vantage Point Business Village, Mitcheldean, GL17 0DD, are data controllers of the personal data you provide and are committed to protecting the privacy and security of your personal information. This includes your name as well as your contact details such as physical address, phone number and e-mail address. If you do not provide the personal data required we may be unable to provide the services contained under the policy.

Your personal details will be used by us for policy and claims administration and for fraud prevention. This may involve sharing your information confidentially with suppliers of products or services (including repairs) engaged by you or by us in the purchase or performance of the policy. We may also share your details with Amazon Services Europe Sarl or its affiliates for the purposes of delivering the benefits under your policy.

We may provide by post, email, text or telephone, administrative information relating to your policy including expiry/renewal details. Your personal data will be transferred outside the EU to the US for policy administration. Your personal data will at all times be held securely and handled with the utmost care in accordance with all principles of EU Data Protection law. Your personal data will be kept for only as long as necessary after which time it will be destroyed if it is no longer required for the lawful purposes for which it was obtained.

You have a number of rights in relation to your data. These include the right to be informed, have access, rectification, receive your data in a transferable format, erasure, restriction of processing and object to how your data is processed. To obtain a copy of your personal data held by us, for more information on the rights to your data or to exercise one of your data rights please contact our Data Protection Officer or see our website for more details. Our Data Protection Officer can be contacted via our Customer Relations Team using the details above.

You have the right to make a complaint at any time to the Information Commissioner, the UK supervisory authority for data protection issues.

13. Insurer



This Policy is underwritten by London General Insurance Company Limited (company number 1865673) whose registered head office is at TWENTY Kingston Road, Staines-upon-Thames, Surrey TW18 4LG. London General Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, FRN 202689.

14. Terms available in alternative formats



This document and all our literature is available in audio or Braille. We will be happy to provide you with a copy on request, please call us on 0303 313 0001, email enquiries@amazonprotect.co.uk, or write to us at Amazon Protect, Customer Relations, Vantage Point Business Village, Mitcheldean, GL17 0DD, United Kingdom.

15. Change of Insurer



This Policy has been provided pursuant to arrangements made by Amazon Services Europe Sarl ("ASE") with the insurer. In certain circumstances, ASE may decide to replace the insurer. You agree that ASE may replace the insurer at any time by arranging a policy with another insurer which gives you equivalent rights and scope of cover. You authorise ASE to enter into any such equivalent policy on your behalf. You will however be notified before this happens and given the opportunity to cancel the policy without any penalty if you do not accept this change.