

Mobile Phone 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 settlement of an accidental damage claim; or
- the date from which you inform us you want to cancel your policy; or
- the date from which we inform you we are cancelling your policy (please see Section 5 "Cancellation and Refund").

2. Scope of Cover



Accidental damage

London General Insurance Company Limited ("we", "us" or "our") cover you against physical damage to your phone caused by an unexpected and/or unintentional incident that is accidental in nature. This includes a drop or fall, liquid spill or submersion and weather damage caused by an incident such as rain and high wind. Your phone is covered abroad whilst holidaying or travelling with a local repair option available.

If your phone suffers accidental damage, please call us to make a claim. See "Making a claim" in section 4 "Claims" or if you are travelling, see "Coverage whilst travelling or holidaying abroad" in Section 4 "Claims".

If your claim is approved;

- We will arrange to collect your phone and settle your claim upon receipt.
- To settle your claim;
 - we will provide you with an Amazon gift card claim code (or alternative selected by us) to the value of the current retail market price of an identical or equivalent specification phone (as defined by us), purchasable on amazon.co.uk and with a value not exceeding the original purchase price of your phone. The claim excess will be deducted from the value of the gift card.
 - we reserve the right to repair or replace your phone instead, where it is possible, and we choose to do so;
 - If we choose to repair your phone, it will be repaired and returned to you.
 - If we choose to replace your phone, it will be of the same or comparable brand and equivalent technical specification (as determined by us), where available and sold as new on amazon.co.uk on the day of requesting a settlement, with a value not exceeding the original purchase price of your phone. Any replacement phone may be a grade A refurbished product and will be provided with a new 12-month guarantee.
 - Regardless of repair or replacement, you will need to pay the claim excess.
- Your policy will end with no premium refund due.

3. General Requirements and Exclusions



Exclusion

Explanation

New or Amazon Certified Refurbished phones only

This policy must be purchased on the same day as the phone being insured. It only covers phones purchased via amazon.co.uk as new with a guarantee of at least one year or Amazon Certified Refurbished phones.

Personal use only

This policy only covers the phone 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 mobile phones purchased by UK residents (which excludes Channel Islands and Isle of Man).

Claim excess

You will need to pay a contribution towards your claim, this is the claim excess. The value of your claim excess depends on the original purchase price of your phone. For details on how much claim excess is payable please refer to Section 4 and "Notes on claims". If your claim is settled by gift card, the excess will be deducted from the value of the gift card, however if your phone is to be repaired or replaced, you will need to pay the excess.

Intentional or malicious damage to your phone	We will not provide cover if your phone is intentionally or maliciously damaged. You must take reasonable care of your phone.
Loss or theft of your phone	This policy does not cover loss or theft of your phone.
Mechanical or electrical breakdown	This policy does not cover mechanical or electrical breakdown.
Cosmetic damage	Cosmetic damage such as scratches, dents and corrosion that doesn't impact the function and use of your phone 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 phone having been replaced by us) to show that the phone is yours. A record of your purchase history can be found on Amazon under "Your Orders".
Viruses	Breakdown due to malicious software is not covered.
Software	We will not provide cover if your phone stops working due to software faults or updates.
Contents of phone	Any pictures, software, downloads, apps, music or any other content or data stored on your phone are not covered by this policy.
Accessories	Cover is not provided for any accessories that were not included with the phone when purchased.
Manufacturer recall	This policy does not cover any faults which relate to a manufacturer recall of your phone, or any costs covered under the original manufacturer guarantee.
Other costs or losses	We will only cover the cost of replacing or repairing the phone. We will not cover any other cost or consequential loss, e.g. not being able to use the phone or time you take off work.
Modification or unauthorised repairs	We will not provide cover if your phone 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 phone, otherwise your claim may be declined.

4. Claims



Making a claim

1. Before contacting us, look for visible causes of the fault and consult any fault-finding guide in the manufacturer handbook.
2. For claims whilst travelling or holidaying abroad, please see "Coverage whilst holidaying or travelling abroad" below.
3. To make a claim;
 - i. call us on 0303 313 0001 between 8:30am and 9pm Monday to Friday and between 10am and 7pm Saturday to Sunday; or
 - ii. contact us by email at: claims@amazonprotect.co.uk; or
 - iii. write to us at Amazon Protect, Vantage Point Business Village, Mitcheldean, GL17 0DD, United Kingdom.
4. If your claim is approved;
 - i. we will arrange to collect your phone; and
 - ii. upon receipt we will settle your claim; and
 - iii. your policy will end with no premium refund due.

Notes on claims

You will need to pay a contribution towards your claim before it is settled. This is the claim excess. The claim excess depends on the original purchase price of your phone (see table below). If your claim is settled by gift card, the excess will be deducted from the value of the gift card, however if your phone is to be repaired or replaced you will need to pay the excess.

Original purchase price of mobile phone	Claim excess payable
£249.99 or less	£25
£250 to £499.99	£50
£500 and above	£75

For claims settled by gift card or where a replacement has been provided, we will retain your damaged phone.

If you return your mobile phone to us, where possible, please ensure you back-up and delete any data stored on the mobile phone as it will be wiped as part of the repair or replacement process. We are unable to recover any lost data or return any parts to you.

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".

After a successful accidental damage claim your policy will end and no premium refund will be due.

Coverage whilst travelling or holidaying abroad

If your phone suffers accidental damage while you are travelling or holidaying abroad, call us first for authorisation for a local repair from a manufacturer-approved repairer. We will provide you with a maximum repair cost and will reimburse you less the claim excess upon receipt of an official invoice or confirmation of payment. Alternatively, if it can wait, we can process your claim when you return home.

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, providing no successful claim has been made.

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, providing no successful claim has been made.

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 call us on 0303 313 0001, or email us at cancellation@amazonprotect.co.uk or write to us at Amazon Protect, Vantage Point Business Village, Mitcheldean, GL17 0DD, United Kingdom.

In the event you cancel your phone 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, or 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, call us on 0303 313 0001, or write to us at Amazon Protect, Vantage Point Business Village, Mitcheldean, GL17 0DD, United Kingdom. Any change of information will be made free of charge.

8. Transfer of Policy



If you sell or give the phone to someone else then please call us on 0303 313 0001, email us at enquiries@amazonprotect.co.uk or write to us at Amazon Protect, Vantage Point Business Village, Mitcheldean, GL17 0DD, United Kingdom. You will need to provide the recipient of your phone with a copy of the original Amazon proof of purchase of the phone, as this will be required in order to make a claim under this policy. Any transfer of policy will be made free of charge. Please note, we are unable to transfer the policy to anyone under the age of 18.

9. Law and Jurisdiction



The law of England and Wales applies to this policy and you can bring legal proceedings in respect of the policy in the English courts. If you live in Scotland you can bring legal proceedings in respect of the policy in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts. This policy is written in English and all communication with you will be in English.

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. If the claim excess has been paid, this will not be returned.

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 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 S.à r.l (ASE) 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, Vantage Point Business Village, Mitcheldean, GL17 0DD, United Kingdom.

15. Change of Insurer



This policy has been provided pursuant to arrangements made by 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.