

Argos Jewellery & Watch Care

POLICY TERMS AND CONDITIONS

It is important for your benefit and protection that you read these terms and conditions (including the 'Special conditions' section). These terms and conditions, and any changes we notify you about (at renewal or otherwise), form your agreement with us. We have not given you a personal recommendation as to whether this policy is suitable for your needs.

Definitions

policy: this contract of insurance.

product(s): the jewellery or watch protected by this policy.

we/us/our: Domestic & General Insurance PLC, the provider of the policy.

you/your: the customer.

Eligibility

You must be at least 18 years old and resident in the United Kingdom to be eligible. Your product must be in good working order (for watches) or undamaged (for jewellery) when this policy starts.

Important conditions

The following conditions apply to this policy:

- You must provide us with any information that we request when you apply for the policy. All information you give must not be false, exaggerated or misleading;
- Your product must have been maintained and used in accordance with the manufacturer's instructions;
- Your product must be owned by you;

If you do not comply with the conditions and the eligibility requirements above, we will terminate your policy.

What this policy covers

Breakdown (for watches)

If your product suffers a mechanical or electrical breakdown after the end of the manufacturer's parts and labour guarantee period, we will either arrange a replacement or (at our option) pay the cost of a replacement product in Argos vouchers.

Accidental damage

If your product suffers accidental damage (i.e. physical damage as a result of a sudden cause that means that the product is no longer in good working order or broken or damaged), we will either arrange a replacement or (at our option) pay the cost of a replacement product in Argos vouchers.

Theft

If your product is taken dishonestly by persons known or unknown with the intention of unlawfully or permanently depriving you of it, from a fixed, locked receptacle or property or through the use of actual or threatened physical force or violence against you, we will either arrange a replacement or (at our option) pay the cost of a replacement product in Argos vouchers.

How to make a claim

Claims for theft

Please comply with the following procedures to obtain claim authorisation with the minimum delay. If you fail to observe these procedures we may refuse your claim.

1. Contact the appropriate police authorities within 7 days of your becoming aware of the incident, requesting a crime reference number.
2. Contact us within 7 days of your becoming aware of the incident on 0800 5614488 (if this is not possible due to our opening hours then you must contact us the next working day). You will then be sent a claim form.

Complete the claim form fully and return it to us in accordance with the instructions on the form. The form must be received within 30 days of the claim together with any requested supporting documentation such as:

- Police crime reference number;
- Proof of forcible entry (such as a copy of a repairer's invoice for vehicle damage);
- Your purchase receipts for both your product and the policy;
- Any other requested documentation.

We will assess your claim and providing it is valid, we will authorise the replacement of the product.

Breakdown (for watches) and accidental damage claims

To claim for a replacement, return to the Argos store with your product, this leaflet and the receipts for both your policy and your product within 7 working days of your becoming aware of the incident.

Replacements

1. If we authorise a replacement, we will arrange to replace your product with a product of a same or similar make and specification, subject to these terms and conditions. The replacement product may have to be a different model, make and may not include the identical features, functions as the original product.
2. If we cannot reasonably arrange a replacement of your product, we will give you Argos vouchers instead. The vouchers will be for the Argos's current retail price of a replacement product of the same or similar make and specification.
3. All vouchers will be redeemable from Argos and will be valid for 12 months from the date of issue. Voucher settlements will be provided to you in store or sent to the last address you gave us.

Product disposal and delivery and other costs

1. You must return to the Argos store to receive your replacement product. We will not arrange or pay for the product to be delivered.
2. You must bring the original product with you into store (unless it has been stolen). It will become our property and we will dispose of it. .

What happens if your product is replaced?

If the manufacturer replaces your product under a manufacturer's guarantee, the policy will be cancelled and premium paid will be refunded to you.

If we decide to replace your product (or to pay a contribution), your policy will end immediately and any unpaid premium for the current policy period will become due. No premium paid will be refunded.

For voucher settlements we will deduct any premium outstanding for the duration of your policy from the voucher settlement.

General exclusions

Unless they are listed under the 'Special conditions' section or the 'What this policy

covers' section, we will not approve work or payments for, or arising from:

- Any breakdown costs already covered by any manufacturer's, supplier's or repairer's guarantee or warranty on a product.
- Replacement or recall of the product (or any part) by a supplier or the manufacturer.
- Modifying or making a product comply with legislation, work on the product that is only required due to legislation changes or making it safely accessible.
- Your failure to follow the manufacturer's instructions.
- Routine servicing, inspection, maintenance, repair, cleaning, alteration, adjustments or restoration;
- Replacement of, or adjustment to straps, fittings or batteries;
- Costs or loss arising from not being able to use your product (e.g. hiring a replacement product), or incidental costs caused by breakdown or repair.
- Damage to any other property or possessions, unless it is our fault.
- Cosmetic damage (such as dents or scratches) on watches, unless it impairs the functionality of the watch.
- Any loss, damage or impairment to functionality caused by: neglect, deliberate damage or damage caused by animals.
- Any loss, damage or impairment to functionality caused by: earthquake, flood, lightning, fire, wind, humidity, weather conditions, salt spray, storm or other natural events or catastrophes, abnormally high or low temperatures, plumbing problems, corrosion, chemical exposure, radiation, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion, man-made events or catastrophes or technological hazards (such as computer viruses or date-change faults).
- Any product not registered under the policy.
- Fraud or attempted fraud, or where the condition of the product is not consistent with the claim you made.
- Accessories other than those included in the original packaging of your product.
- Accessories other than those damaged or stolen with the product.
- The VAT element of any claim if you are registered for VAT.
- Any claim whilst the product is in another person's possession.
- Any claim where the claim form together with any of the following requested documentation has not been returned within 30 days of receipt:
 - Crime reference number (in respect of theft claims only);
 - Proof of forcible entry (in respect of theft claims only);
 - Your purchase receipts for both your product and your policy;
 - Any other requested documentation.
- Any claim for losing the product.
- Any third party claims, including claims for lost airtime or fraudulent usage of the product.
- Smart watches
- Any thefts claims which are:
 - not reported to the appropriate police authorities within 7 days of you becoming aware of the claim incident occurring;
 - not accompanied by a crime reference number (lost property numbers are not acceptable in support of a theft claim);
 - for a product stolen from an unattended vehicle unless the product is completely hidden from view, within a locked glove compartment or locked boot, within a fully locked and secure vehicle and violent and forcible entry to both the vehicle and to glove compartment or boot can to be evidenced;

- for a product stolen from unoccupied premises unless there is evidence of violent and forcible entry;
- for a product which has been left unattended in a public place or a place to which the public has regular access, including any form of public transport.

Paying your premium

1. If you pay the total premium (inclusive of all applicable taxes) in one payment, you must pay this in full before the policy will start.
2. If you pay the premium (inclusive of all applicable taxes) by Direct Debit, you must pay this in accordance with the 'Payments schedule' set out in your policy documentation. If we are unable to collect a payment from your bank we may attempt to request payment again unless you advise us otherwise.
3. We may use a collection agency to recover any amount owing to us.

Duration of your policy

The policy period begins on the 'start date' and continues until the 'end date', which are both specified on your receipt (unless terminated in accordance with these terms and conditions). You should review this cover periodically to ensure it remains adequate.

Cancellation and termination

Cooling off period – Changing your mind

1. The 'cooling off period' is the forty five (45) day period from receipt of your documentation or from the policy start date, whichever is later.
2. If you change your mind during the cooling off period, you can cancel your policy and we'll refund any premium paid.
3. If your policy automatically ends or is cancelled by us, these rights do not apply (see 'Our right to cancel and termination of your policy' below).

After the cooling off period

If you cancel your policy after the cooling off period, then we'll refund the premium paid by you for the remaining full months of your policy. If you pay for your policy by Direct Debit, you might not have paid for any future months of your policy. If so, you will not receive any refund.

How to cancel

If you wish to cancel your policy during the first 45 days please return to the store with your documentation and receipt, To cancel your policy after the first 45 days, please write to us at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP, or click on 'contact us' at www.domesticandgeneral.com. You may need to send in your documentation and receipt. If you are paying by Direct Debit and choose to cancel the policy, please inform us before telling your bank to cancel your Direct Debit Instruction.

Our right to cancel and termination of your policy

1. If at any time you receive a replacement product (or a voucher settlement), your policy will automatically end and no refund will be due (see 'What happens if your product is replaced?' above).
2. If you fail to comply with certain conditions and obligations (see 'Important conditions' above) we may terminate your policy and we won't provide any further services to you under the policy. We'll refund all premium payments you have made during the current period. You must pay us for any call-out and repair costs we have incurred.

3. We reserve the right to cancel your policy by giving you fourteen (14) days' notice. If we cancel your policy using this provision, you will receive a pro rata refund of the premium paid for the remaining unexpired days of your policy.
4. In each case, we'll confirm any such termination or cancellation in writing to the last address you gave us.

Customer services details

For customer services: call 0800 561 4488, write to us at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or email us by clicking on 'contact us' on our website:

www.domesticandgeneral.com

Telephone calls may be recorded and monitored for training and verification purposes. Calls may be recorded and monitored for quality and training purposes. Lines are open at a minimum, from 9am to 5pm, Monday to Friday (except public holidays).

How to complain

If you wish to complain or you are unhappy with the service provided, please contact our customer services team (see 'Customer services details' above).

If you are not satisfied you can ask the Financial Ombudsman Service (FOS) to review your case. They can be contacted at The Financial Ombudsman Service, Exchange Tower, London, E14 9SR, or by email at: complaint.info@financial-ombudsman.org.uk

Referral of your complaint to the FOS does not affect your right to take legal proceedings.

Transferring your policy to a new owner

You cannot transfer your policy to any other product or any other party.

Changes to these terms and conditions

We may modify or replace these terms and conditions in order to:

- Comply with the law, regulations, industry guidance or codes of practice;
- Rectify errors or ambiguities; and
- Reflect changes in the scope or nature of the protection provided to you.

We will give you thirty (30) days' written notice of any change that could have a material effect on your rights or obligations. The new terms and conditions will take effect from the date specified in the notice. If you do not agree with the changes, you may cancel the policy by notifying us within that notice period and you will receive a pro rata refund of any payments that you have made for the unexpired period of your policy.

Important Data Protection Information

Domestic & General Insurance PLC, Argos Limited and its business partners will use your information (which you or others have provided to us) to provide the requested service and for administration (including the recovery of any amounts owing, where applicable) marketing, market research, customer surveys, regulatory reporting, to check and verify your identity and analytics and testing purposes. Your information may also be shared with other members of the Domestic & General Group of companies and selected companies acting on our behalf. We, along with other members of the Domestic & General Group of companies, its business partners and third parties may use your information to tell you about any offers, products or services which may be of interest to you. You may therefore be contacted by mail, telephone, email and/or other electronic messaging services unless you have asked not to be.

You may (for a small fee of £10) request a copy of your data. If your personal details change, if you wish to change your marketing preferences or if you wish to opt out of receiving marketing information, please let us know by writing to the Freepost Plus RTKS-CLRA-GRYE, Data Protection Officer, Domestic & General, Leicester House, 17 Leicester Street, Bedworth, CV12 8JP. If you do not wish to be contacted for marketing purposes by mail or telephone write to us at the address above.

Exclusion of third party rights

This policy is only for your benefit. No rights or benefits will be given to any other third party under the policy.

Statement of Demands and Needs

We have not given you a personal recommendation as to whether this policy is suitable for your specific needs. This policy meets the demands and needs of those who wish to insure their watches against breakdown, accidental damage and theft, and jewellery against accidental damage and theft.

Governing law and statutory rights

We will communicate with you in English and English Law will apply unless we agree otherwise with you. Nothing in the conditions will reduce or affect your statutory rights

The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. If we cannot meet our obligations to you under the policy, compensation may be available to cover these obligations. The compensation provides for 90% of any claim with no upper limit on the amount of the claim. Full details are available at www.fscs.org.uk or by writing to them at: FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Customers with disabilities

We offer a number of services for customers who have disabilities including providing our documents in Braille, large print or audio formats. For further information please contact us (see 'Customer services details' above).

Fraud

This policy will not be valid if any information you give us is false or exaggerated.

Company information

This policy is provided by Domestic & General Insurance PLC. Registered in England and Wales. Company No. 485850 Registered office: Swan Court, 11 Worpole Road, Wimbledon, London SW19 4JS.

Domestic & General Insurance PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number 202111). Our address and details of our authorisation can be checked on the FCA website (www.fsa.gov.uk/register/home.do) or by contacting the FCA on 0800 111 6768.