

Policy Terms and Conditions

It is important for your benefit and protection that you read these terms and conditions. These terms and conditions, and any changes we notify you about (at renewal or otherwise), form your agreement with us.

Definitions

policy: this contract of insurance.

product(s): the mobile phone(s) 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 when this policy starts. Your product must be a mobile phone with an original retail price of £200 or less.

Important conditions

The following conditions apply to this policy:

- o 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;
- o Your product must have been installed, maintained and used in accordance with the manufacturer's instructions;
- o Your product must be owned by you and kept only for domestic use;
- o Your product must be easily accessible and meet all relevant safety standards and be safe to work on; and
- o Your product (if it is able to store data or images, e.g. laptops or PCs) must not contain any content that may be considered to be illegal, and if we find any content we consider to be illegal, we reserve the right to inform the relevant authorities.

If you do not comply with the conditions and the eligibility requirements above, it may lead to us declining a claim or ending your policy.

What this policy covers

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), we will either arrange a replacement from an Argos store or (at our option) pay the cost of a replacement product in Argos vouchers.

Theft

If your product is taken dishonestly 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, or by pickpocketing, we will either arrange a replacement from an Argos store or (at our option) pay the cost of a replacement product in Argos vouchers.

Worldwide cover

We will provide worldwide cover against theft and accidental damage for a total of 90 days in any 12 month period. Claim arising outside of the United Kingdom will only be settled once you return to the United Kingdom.

What is not covered

This policy does not cover any data or content on your phone, software issues, losing the product, or theft from a care or building without force, or while the product is unattended in a public place, nor anything listed under "General Exclusions" below.

How to make a claim

Claims for theft

Please comply with the following procedures to obtain claim authorisation with the minimum delay.

1. Contact the appropriate police authorities as soon as possible and within 7 days of you becoming aware of the incident, requesting a crime reference number or police report.

2. Contact us as soon as possible and within 7 days of you becoming aware of the incident on 03444 810 511.

If you are unable to do these things we will still consider your claim but it may affect whether we accept your claim. Once you have contacted us, we will send you a claim form.

Complete the claim form fully and return it to us in accordance with the instructions on the form.

The form should be sent as soon as possible and within 30 days of receiving the form together with any requested supporting documentation. If you are unable to return your claim form within 30 days of receiving it we will still consider your claim but it may affect whether we accept your claim. You may be asked to provide documentation such as:

- o Police crime reference number or police report;
- o Proof of forcible entry if applicable (such as a copy of a repairer's invoice for vehicle damage);
- o Your purchase receipts for both your product and the policy;

Accidental damage claims

To claim for a replacement, return to the Argos store with your policy documentation and the receipts for both your policy and your product. Please remove your SIM/PCMCIA card before bringing your product into the store.

Claim limits

The policy limit

If we authorise a replacement (or a contribution towards a replacement), the policy limit is the most we'll pay in total towards a replacement for the product. The policy limit is £200.

Replacements

1. If we authorise a replacement, we will arrange to replace your product with a product of a same or similar make and technical specification, subject to these terms and conditions. The replacement product may have to be a different model, may be made by a different manufacturer and may not include the identical features, functions and data capability as the original product.
2. If we cannot reasonably arrange a replacement of your product, or if the cost of replacing your product would exceed the policy limit (see 'Claim limits' above), we will give you Argos vouchers instead. The vouchers will be for the amount you originally paid for the product, up to the policy limit.
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. If vouchers are not available we may provide a cash equivalent.

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. You will be responsible for installing and paying the costs of lost media and software.

What happens if your product is replaced?

If the manufacturer replaces your product under a manufacturer's guarantee, the policy will continue on the replacement phone as if it were the original product.

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

For cash or 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, the following are excluded from the policy, and we will not pay for replacements which relate to:

- o Any breakdown costs already covered by any manufacturer's, supplier's or repairer's guarantee or warranty on a product.
- o Replacement or recall of the product (or any part) by a supplier or the manufacturer.
- o 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.
- o Your failure to follow the manufacturer's instructions.
- o Any problem with the supply of electricity.
- o Routine maintenance, cleaning and servicing.
- o Repairs carried out outside of your country of residence.

- o 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.
- o Damage to any other property or possessions, unless it is our fault.
- o Cosmetic damage such as damage to paintwork, dents or scratches, that does not affect how the product works.
- o Any loss, damage or impairment to functionality caused by: neglect, deliberate damage or damage caused by animals.
- o 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).
- o Any phone not registered under the policy.
- o Repairs or maintenance work.
- o Files lost due to a repair or replacement and your failure to back them up.
- o Commercial or business use including use by charities, not-for-profit organisations, local government or other similar organisations (unless we agree to the use in writing beforehand).
- o Fraud or attempted fraud, or where the condition of the product is not consistent with the claim you made.
- o For products that include software: external data carriers, other input devices (scanners, joysticks, mouse devices), other external controllers (if not included when purchasing the product), installing, modifying and upgrading software.
- o For products with screens: repairs due to pixel failure where the number or location of pixels does not exceed the manufacturer's acceptable limit, marks on the screen, or burned screens.
- o Accessories other than those included in the original packaging of your product.
- o Accessories other than those damaged or stolen with the product.
- o The VAT element of any claim if you are registered for VAT.
- o Any claim whilst the product is in another person's possession.
- o Your failure to return the claim form or any of the requested documentation which affects our ability to properly assess or investigate your claim.
- o Any mechanical or electrical breakdown other than when caused by accidental damage (please see your manufacturer's guarantee).
- o Any claim for losing the product.
- o Any third party claims, including claims for lost airtime or fraudulent usage of the product.
- o Worldwide claims arising outside the 90 day worldwide cover limit.
- o Claims arising outside the United Kingdom will only be settled once you return to the United Kingdom.
- o 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 or police report (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 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; or
 - For SIM or PCMCIA cards other than in respect of valid theft claims where your card was stolen with the product.

Paying your premium

You must pay the total premium (inclusive of all applicable taxes) in one payment in full before the policy will start.

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 ended in accordance with these terms and conditions).

Cancellation and ending of your policy

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 your policy and bring it to an end 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.

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.

Our right to cancel your policy or bring it to an end

1. If at any time we replace your product (or give you 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 bring your policy to an end 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 of your policy.
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 ending or cancellation of the policy in writing to the last address you gave us.

Customer services details

For customer services: call 03444 810 511, 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

Calls cost up to 5.1p a minute plus your phone company's access charge, except calls to 0800 numbers which are free. 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:

- o Comply with the law, regulations, industry guidance or codes of practice;
- o Rectify errors or ambiguities; and
- o 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.

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. These rights include the right to claim for a refund, repair, or replacement for up to six years (in Scotland it's up to five years after you became aware, or could with reasonable diligence have become aware there was a problem) if your electrical goods were not of satisfactory quality or fit for their purpose when they were sold to you. After the first six months you will have to prove that the goods had a fault when sold to you and the longer it takes for the fault to appear the more difficult this will be. For further information about your statutory rights contact the Citizens Advice Bureau: www.adviceguide.org.uk or 03454 04 05 06

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).

Other providers

You should be aware that extended warranties are available from other high street outlets, insurance companies and other providers. Cover may also be available for limited periods on some appliances from your credit card provider. Some household contents insurance policies offer cover for accidental damage, fire or theft. However, you may find that an excess is payable and a claim may affect the cost of subsequent insurance premiums.

When can you buy a policy?

If you decide not to buy a policy when you buy your product, any written quotation given to you will be available on the same terms and conditions for a period of 45 days. Any offers, such as discounts and vouchers, which are linked to the purchase of the policy will also remain available for that period.

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.

POLICY SUMMARY

This is a summary of the policy and does not contain the full policy terms and conditions, which are included in this leaflet. It is important that you read the full policy terms and conditions carefully and keep them for future reference.

Who is the insurer?

The insurer is Domestic & General Insurance PLC ("DGI").

What is the type of insurance and cover provided?

The policy is a general insurance contract that protects your product(s). It is designed to meet certain costs that might arise, as long as you continue to pay your premium.

What are the significant features and benefits of cover?

This policy provides cover for your product(s) against the costs of the following:

- Accidental damage;

- Theft;

- Worldwide cover;

Please see 'What this policy covers' and 'Definitions' in the full policy terms and conditions for an explanation of the above term(s).

What are the significant or unusual exclusions or limitations of cover?

The full list of exclusions appears in the 'General exclusions' and 'Special exclusions' sections of the full policy terms and conditions, but the following are significant or unusual exclusions and limitations to your cover:

- The most we'll pay in total towards a replacement for the product is £200;

- Theft 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 be evidenced;

- Theft from unoccupied premises unless there is evidence of violent and forcible entry;
- Theft where the product has been left unattended in a public place or a place to which the public has regular access, including any form of public transport;
- Installing and paying the costs of lost media and software;
- **Breakdown costs if they are still covered elsewhere by any manufacturer's, supplier's or repairer's guarantee or warranty;**
- Delivery, installation and disposal charges where your product is replaced;
- If we cannot reasonably arrange a replacement, we will give you Argos vouchers instead for the amount you originally paid for the product, up to the policy limit;
- Costs arising from not being able to use your product;
- Deliberate damage;
- Cosmetic damage;

How long does my cover run for?

It will start on the start date shown on your purchase receipt (this will be date you purchase your mobile phone). Unless the policy is cancelled or ended in accordance with the policy terms and conditions, it will continue for a period of one year (as indicated on your purchase receipt). It will not renew.

What happens if I take out cover and then change my mind?

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. If you change your mind during the cooling off period, you can cancel your policy and we'll refund any premium paid. If your policy automatically ends or is cancelled by us, these rights do not apply.

What happens if I cancel later?

If you cancel your policy after the cooling off period, then we'll refund the premium paid by you for any future months of your policy. See 'Cancellation and ending of your policy' in your full policy terms and conditions for further details.

How can I make a claim?

To make a theft claim please contact us as soon as possible by telephone. To make an accidental damage claim please return to the Argos store. See 'How to make a claim' in your full policy terms and conditions for full details of how to make a claim.

How can I make a complaint?

If you wish to complain or you are unhappy with the service provided, please contact our customer services team (see 'Customer services details' in your full policy terms and conditions).

If you are not satisfied with our response, you can ask the Financial Ombudsman Service (FOS) to review your case. Referral of your complaint to the FOS does not affect your right to take legal proceedings. The FOS can be contacted at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR, or by email at: complaint.info@financial-ombudsman.org.uk.

The Financial Services Compensation Scheme

DGI is covered by the Financial Services Compensation Scheme. If DGI cannot meet its 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.

OTHER IMPORTANT INFORMATION ABOUT YOUR

Eligibility requirements

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 when this policy starts. Your product must be a mobile phone with an original retail of £200 or less.

Our regulatory status

Domestic & General Insurance PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check that we are regulated by the Financial Conduct Authority (FCA) by visiting their website www.fsa.gov.uk/register/home.do or by contacting the FCA on 0800 111 6768. Domestic & General Insurance PLC's Financial Services Register Number is 202111. Our registered address is Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS. Registered in England and Wales. Company Number 485850.