## CT101415JADIPO

### John Lewis

Dr Coelho 7 Saunders Crescent Pocklington York YO42 2GU John Lewis Added Care Team, PO Box 99, Mitcheldean, GL17 0SX Tel: 0330 100 3637 Email: johnlewis@thewarrantygroup.com

Added Care

8th June 2018

Dear Dr Coelho,

Thank you for choosing to purchase John Lewis Added Care for your Orbitsound Limited Audio.

Your Added Care confirmation schedule is on the reverse of this letter and the detailed terms and conditions are enclosed, along with other important information and an Insurance Product Information Document. Please take time to read these documents and keep them somewhere safe as you may need to produce these documents should you need to make a claim.

The terms and conditions detail exactly what is and isn't covered by your Added Care insurance alongside important additional services information.

For more information about Added Care and answers to common questions about how your cover works please visit: www.johnlewisaddedcare.com/views/includes/FAQ.pdf

Your insurance is underwritten by London General Insurance Company Limited (Company number 01865673), authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN 202689). Your policy is administered by TWG Services Limited. (Company Number: 01883565).

Should you have any queries please call us on 0330 100 3637, alternatively you can email our customer service team at Johnlewis@thewarrantygroup.com

Yours sincerely,

Martin Turner

Added Care Customer Service Manager

John Lewis Added Care Team, PO Box 99, Mitcheldean, GL17 0SX Tel: 0330 100 3637 Email: johnlewis@thewarrantygroup.com

## John Lewis

## Added Care confirmation schedule

#### **IMPORTANT:**

Please keep this document in a safe place. You may be required to show this document in the event of a repair.

Product details				
Product Description:	Audio			
Manufacturer:	Orbitsound Limited	Contract Number:	JADIPO 03501697	
Model:	A70	Fee Paid:	£15.00	
Plan type				
Accidental Damage		Start Date 21st June 2018	Expiry Date 20th June 2020	

#### **Notices**

- In the event of a breakdown due to accidental damage between the start date and expiry date of your plan, shown above, please call 0330 100 3637
- If you change address please call to inform us on 0330 100 3637 or via email at: Johnlewis@thewarrantygroup.com or write to us at: John Lewis Added Care Administrator, PO Box 99, Mitcheldean, GL17 0SX
- For more information about Added Care and answers to common questions about how your Added Care works please visit: www.johnlewisaddedcare.com/views/includes/FAQ.pdf

John Lewis Added Care Team, PO Box 99, Mitcheldean, GL17 0SX Tel: 0330 100 3637 Email: johnlewis@thewarrantygroup.com

### John Lewis

# Added Care Terms and Conditions

#### John Lewis Added Care Technology and Small Appliance Terms and Conditions

This is a contract of insurance between you, the purchaser (you/your), and the insurer, London General Insurance Company Limited. TWG Services Limited is the administrator. In this document, any reference to we/us/our means the insurer and administrator for ease of reference.

This policy, together with the confirmation schedule provides cover against accidental damage of the **Product** recorded on the confirmation schedule.

Please note that having insurance cover does not mean that **you** should not take care of **your Product**.

#### Customers with additional requirements

If you have hearing or speech difficulties you can text telephone us on 0330 100 3330. This document and all our literature is available in large print, audio and Braille - we will be happy to provide you with a copy or you can call us on 0330 100 3637 to request a copy.

#### 1. Eligibility

You are eligible for this cover if:

- You have purchased your Product in the last 30 days; and
- You are a resident of the United Kingdom, Isle of Man or Channel Islands; and
- The Product will only be used for domestic purposes (not for business use).

#### 2. Duration

Cover for accidental damage will begin from the date **you** purchased the **product** as appears on **your** sales receipt or the date **you** purchase this policy, whichever is the later.

All cover under this policy expires on the earliest of:

- The date your Product is replaced or you receive an alternative settlement; or
- The expiry date as shown on your confirmation schedule; or
- The date the insurance is cancelled.

#### The cover you receive

Cover	Explanation
Your Product is covered against accidental damage.	If your Product suffers accidental damage, we will repair your Product where possible.  If your Product is uneconomical to repair, we
Accidental damage is considered to be damage resulting from an unforeseen and sudden incident,	will aim to:  a. Provide you with a replacement of the same make and model; or  b. Provide you with a replacement of a similar specification.
which is accidental in nature.	Where a replacement of the same make and model or similar specification is not available within the original purchase price, we will contact you to discuss an alternative settlement.
	Please note; the maximum amount we will pay for repair, replacement or an alternative settlement will not exceed the purchase price of your original Product.
Service technicians	All repair services are provided by service technicians, who are appointed, and authorised by us.
World Wide Cover for up to 30 days	Cover is extended outside the UK for a period of up to 30 days in any 12 month period. Note: We may only be able to complete your claim upon your return to the UK when you should follow the claims procedure in Section 5 'Claims process'.

We may alter the terms of your policy by giving you 30 days' notice in writing to your last known address. We will only alter the terms of your policy where there is a regulatory or legislative change required, or where we are responding to industry guidance and codes. Where the terms of this policy are changed, you may cancel your cover and receive a pro rata refund based on the number of full unexpired months of cover remaining.

#### 4. What you are not covered for

Summary	Explanation
Deliberate or malicious damage	Damage caused deliberately or maliciously.
Cosmetic damage	We only cover damage if it prevents the normal functioning of your Product. If it is a scratch, dent or pixel failure (within the manufacturers acceptable limit), we will not repair or replace it. For example; cracked screens would be covered but scratched screens would not be, unless it impacts the working order of the Product.
Consumables i.e. items replaceable by you	We will not provide cover where the breakdown can be fixed by you replacing consumable items (i.e. items with a limited life, intended to be used up and periodically replaced). For example: fuses, removable or rechargeable batteries, printer toner or ink cartridges.
Accessories	Cover is not provided for any accessories. Accessories are anything that connects to <b>your</b> appliance. For example headphones, chargers, protective casing, 3D glasses.
Installation, assembly fitting or damage on delivery	We will not cover damage which is a result of improper installation, fitting, assembly or delivery of the <b>Product</b> .
Weather, nature damage and failure of household utilities	Damage from causes including fire, flooding and lightening are not covered. Any damage caused by failure of household utilities such as burst pipes, power surges or any internal flooding within <b>your</b> household.
Computer software	Repairing, recovering or replacing any computer software, stored data or virus prevention/ detection or external accessories. For example; where <b>you</b> have not backed up data or have not provided disks to allow operating systems to be re-installed.
Other cost or losses <b>you</b> may incur	We will only cover repairing or replacing the product. We will not cover any cost or loss of not being able to use the <b>Product</b> or any lost income for time <b>you</b> take off work.
Delivery and/or installation costs	We will not pay any costs relating to the delivery, installation and/or disposal costs of a <b>Product</b> or replacement <b>Product</b> .
Where the Product has been modified or repaired by someone not authorised by us	If the <b>Product</b> has been modified in any way from the specification originally sold to <b>you</b> , or where it has been repaired by someone other than a service technician approved by <b>us</b> .
Breakdown	We only cover accidental damage. Please refer to John Lewis Guarantee Terms and Conditions if the <b>Product</b> breaks down at: http://www.johnlewis.com/customer-services/guarantees

Damage to your Product where you have not taken reasonable care to look after it We will not provide cover where reasonable care of your Product has not been taken. Not taking reasonable care of your Product means knowingly using or leaving the Product in an environment or circumstance where the risk of damage is materially increased. Examples of what we would consider not taking reasonable care of your Product include:

- Using a non-waterproof Product in or around water, for example using the Product whilst in a bathtub or swimming pool
- Using the Product whilst participating in recreational activities (where the Product is not intended or designed for this use).

#### Claims process

#### Steps to making a claim

Step One:

To make a claim, telephone the administrator on 0330 100 3637 between 8am and 6pm Monday to Friday or 9am and 4pm on Saturdays and Bank Holidays 9am and 5pm.

You may be required to submit a claim form with photographic evidence of the damage or allow us to inspect the Product. We will explain the simple claims process and advise you what information or documentation you will need to provide when you call.

You will also be required to provide an accurate description of the circumstances that led to your item becoming damaged. If you are unable to do so, this may affect our ability to assess and validate your claim.

If you are outside the UK and you would like to have the repair undertaken while you are abroad, you may do so provided the cost of the repair does not exceed the local equivalent of £300 or the original purchase price of the Product whichever is lower. Upon your return, you should submit your receipt together with a full description of the fault to the administrator. Alternatively, you may request a repair upon your return.

Step Two:	If your claim is validated and approved, dependent on the nature of the fault, at our discretion, we will;  Send a repair technician to your home to inspect or repair the Product; or  Ask you to send the Product to us for inspection and/or repair; or  Issue a replacement Product or settlement (refer to important information about the claims process below); or  Ask you to source an independent authorised service technician, pay for the repair and claim this cost back from us.  If you are required to send your device to us for repair and it has any locking mechanism
Step Two: (cont.)	(e.g. find my iPhone, password protection) enabled, this must be disabled before we receive it. If this is not completed it will delay your claim and your product may be returned to you unrepaired in order for the locking mechanism to be removed. We will not be able to complete a claim until we can confirm all security features have been removed.
Step Three:	If your claim is accepted, your Product will be repaired or replaced in line with these terms.

Important information about the claims process		
Shipping	Where you ship an item, you will be responsible for the safe packaging of the Product. If you do not submit the Product we will not be able to progress your claim.	
Data	If at point of claim you are advised you will need to return your Product to us, where possible, please ensure you back-up and delete any data stored on the Product 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.	
No fault found	If the authorised service facility determines that the <b>product</b> is in working condition or the fault or damage is not covered by <b>your</b> policy, we will return the <b>product</b> to <b>you</b> or dispose of it at <b>your</b> request.	
Refurbished <b>Products</b>	Where we replace <b>your product</b> , <b>we</b> may use "Grade A" refurbished (not brand new <b>products</b> ). If <b>you</b> receive a refurbished <b>product</b> from <b>us</b> , this policy will cover breakdown claims whilst <b>your</b> policy is active.	
Ownership of the insured <b>Product</b>	If you receive a replacement or settlement under this policy, the damaged product becomes the property of the insurer. If we choose to take possession, the product must be returned to us immediately. Damaged parts and materials replaced by us shall become our property.	

Ineligible	If at point of claim it becomes apparent that your policy is invalid due to a reason provided within the 'Eligibility' section, then we will cancel the policy and issue a full refund of the premium paid.
Damage occurring whilst outside of the UK	This policy provides cover if your product suffers accidental damage whilst travelling or holidaying outside of the UK. Please note, in some instances it will be necessary for you to return to the UK before we process your claim.
Manufacturer's war- ranty	This policy is provided in addition to any manufacturer's warranty or John Lewis Guarantee applies to your product. This policy is not intended to affect your rights under the applicable manufacturer's warranty or statutory rights. If any repairs authorised under this policy invalidate or void the manufacturer's warranty or John Lewis guarantee, we will cover breakdown claims in accordance with the manufacturer's warranty whilst your policy is active.

We will always do our best to make sure that you're satisfied with the outcome. However If you are not happy with the claims decision, please follow the complaints process in Section 9.

#### 6. Limitations

- Your policy will end when you receive a replacement Product, unless the replacement is a refurbished Product, in which case cover shall continue to run.
- Should **you** wish to transfer **your** policy to someone else, please contact the administrator.
- You must notify the administrator as soon as possible if any of your details change.
- Where accidental damage occurs as a result of any unauthorised repair, modification, or upgrade, we will automatically cancel your policy, unless you have obtained prior written permission from us by contacting the administrator by post or telephone. Where we cancel your policy, you will be entitled to a pro rata refund of premium based on the number of full unexpired months of premium remaining.

#### 7. Cancellation and refund policy

We may cancel your policy if there has been a breach of section 10 'Obligation to provide accurate information'.

You can cancel your policy at any time. Should you wish to cancel your policy, please contact the administrator's Added Care Team by telephone on 0330 100 3637, email at johnlewis@thewarrantygroup. com or write to John Lewis Added Care Team, PO Box 99, Mitcheldean, Gloucestershire. GL17 0SX.

If you have not made a valid claim and cancel the policy within 60 days from date of purchase or receipt of these terms, whichever is later, you will receive a full refund of the premium paid. If you have made a claim you will receive a pro rata refund based on the number of full unexpired months remaining on your policy.

After 60 days **you** may cancel the policy and will receive a pro rata refund of the premium **you** have paid based on the number of full unexpired months of cover remaining regardless of whether a claim has been made, except where the policy has ceased as detailed under 'l imitations'.

If this policy has been provided free of charge then **you** are not entitled to a refund.

#### 8. 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 & Wales.

#### 9. Queries and Complaints

If **you** have a query regarding this policy, please telephone the administrator's Added Care Team on 0330 100 3637 or email johnlewis@ thewarrantygroup.com.

For complaints relating to the terms of this policy, administration or claims handling under this insurance please write to the Customer Relations Department of TWG Services Limited at The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF, telephone 0330 100 3637, or email customer.relations@thewarrantygroup.com. TWG Services Limited administers the policy on behalf of the insurer, London General Insurance Company Limited.

If you purchased this policy in a John Lewis store or via the John Lewis website and have a complaint relating to the sale of this policy please contact John Lewis Head Office Customer Services by telephone on 020 7828 1000 or by post to John Lewis Plc, 171 Victoria Street, London SW1E 5NN. If you purchased this policy via any other route, please write to the Customer Relations Department of TWG Services Limited at The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF, telephone 0330 100 3245, or email customer.relations@thewarrantygroup.com.

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 9 123. 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/.

#### 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.

#### 11. Status Disclosure

This policy is underwritten by London General Insurance Company Limited, a private company limited by shares and incorporated in England, whose registered head office is at TWENTY Kingston Road, Staines Upon Thames, Surrey TW18 4LG. Registered Number 1865673. 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.

#### 12. Compensation Scheme

**We** are 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 by telephone on 0800 678 1100 or 020 7741 4100, or by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

#### 13. Data Protection

London General Insurance Company Limited and TWG Services Limited (20 Kingston Road, Staines-upon-Thames, Surrey, TW18 4LG telephone: 0330 100 3637, email: Johnlewis@thewarrantygroup.com are the data controllers of the personal data **you** provide and are committed to protecting the privacy and security of **your** personal information.

Our Data Protection officer can be contacted via the contact details above.

We, and John Lewis Partnership Plc, will use your personal data to administer the policy including any claim and for fraud prevention purposes. We may also send other information in this way, including marketing about this and other similar products provided by our group of companies, but you may contact us at any time to stop receiving any such other information. Your details will not be used for any other marketing purposes.

This may involve sharing information confidentially with suppliers of products or services such as repairers engaged by **you** or by **us** in the purchase or performance of the policy, including any other insurers with which **we** share information for fraud prevention purposes. **Your** data will be transferred outside the EU to the US for policy administration.

If **You** do not provide the personal data required, **we** may be unable to provide the services contained under the policy.

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 purpose(s) for which it was obtained.

You have a number of rights to Your data these include the right to be informed, have access, rectification of data, erasure, restrict processing and object to how your data is processed. To obtain a copy of your personal data held by us or for more information on the rights to your data please contact the Data Protection Officer or see our website for

## John Lewis Added Care for technology Insurance Product Information Document



Company: London General Insurance Company Limited Product: Added Care for Technology

London General Insurance Company Limited, registered number 1865673, is a private company limited by shares and incorporated in England (TWENTY Kingston Road, Staines-upon-Thames, Surrey TW18 4LG), authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, FRN 202689. Further details can be found on the Financial Services Register under Firm Reference Number 202689.

IMPORTANT: Complete pre-contractual and contractual information is provided in other relevant documents. Please refer to the full terms and conditions for further details. English law applies to this policy and the parties shall submit to the non-exclusive jurisdiction of the Courts of England & Wales.

#### What is this type of insurance?

Accidental damage cover for selected technology products. This policy covers the repair or replacement in the circumstances summarised below.



#### What is insured?

- Accidental damage: If the product is damaged accidentally (accidental damage is considered to be damage resulting from an unforeseen and sudden incident).
- ✓ How we settle a claim: If we can't repair your product, we will offer a replacement of the same make and model or an equivalent specification or discuss an alternative settlement where a replacement is unavailable.
- √ There are no excess charges.



#### What is not insured?

- Mechanical Breakdown: If the product suffers mechanical breakdown during the John Lewis guarantee period this will not be covered.
- ➤ **Deliberate or cosmetic damage:** Damage caused deliberately or maliciously. Cosmetic damage such as scratches, dents, corrosion or colour where the function and use of the product is unaffected.
- Items replaceable by you: If the damage can be cectified by changing the fuse, batteries or similar parts we will not provide cover.
- Business use: This policy does not provide cover for products used for business or commercial purposes.



#### Are there any restrictions on cover?

- You must purchase the policy within 30 days of purchasing the product.
- This policy is valid for products bought in the UK, and provided it is used only for domestic purposes only.
- The policy will end when you receive a replacement product, unless the replacement is a refurbished product, in which case cover shall continue to run.
- Where accidental damage occurs because of any unauthorised repair, modification, or upgrade, we will automatically terminate the policy, unless you have obtained prior written permission from us by contacting the administrator by post or telephone. Where we terminate the policy, you will be entitled to a pro rata refund of premium based on the number of full unexpired months of premium remaining.
- ! All settlements and replacements will not exceed the purchase price of your original product.

For full details of all exclusions, please see Section 4'What you are not covered for' of the policy Terms and Conditions.



#### Where am I covered?

- **√** UI
- ✓ Worldwide The appliance is covered for accidental damage outside the UK for a period of up to 30 days in any 12-month period.



#### What are my obligations?

- Let us know as soon as possible if you need to make a claim.
- Inform us if you wish to transfer the policy to someone else.
- When applying for or varying this policy, or submitting a claim you or anyone acting on the behalf must take reasonable care to answer all questions honestly and to the best of the knowledge. Failure to do so may affect the validity of the policy or the payment of the claim.
- If the product suffers mechanical breakdown during the John Lewis guarantee period, please visit www.johnlewis.com/customer-services/guarantee for guarantee terms and conditions and details on how to claim.



#### When and how do I pay?

By making a one off-payment when purchasing the product in-store or online. Alternatively, you can purchase this policy by calling the Added Care team and making a one-off payment within 30 days of purchasing the product.



#### When does the cover start and end?

- **Start date:** Cover for accidental damage commences on the day you purchase the product (or on the date you receive the product if it is delivered to you) or the date you purchase this policy, whichever is later.
- **End date:** All cover under this policy expires on the earliest of the date the product is replaced or you receive an alternative settlement; or the expiry date as shown on the Confirmation Schedule.



#### How do I cancel the contract?

**How to cancel:** Should you wish to cancel the policy, please contact the Added Care Team by telephone on 0330 100 3637, email johnlewis@thewarrantygroup.com or write to John Lewis Added Care Team, PO Box 99, Mitcheldean GL17 OSX.

When you cancel: You can cancel this policy at any time.

- If you have not made a valid claim and cancel the policy within 60 days from date or purchase or receipt of the terms, whichever is later, you will receive a full refund of the premium paid. If you have made a claim you will receive a pro rata refund based on the number of full unexpired months remaining on the policy.
- After 60 days, you may cancel the policy and will receive a pro rata refund of the premium you have paid based on the number of full unexpired months of cover remaining regardless of whether a claim has been made, except where the policy has ceased.
- If this policy has been provided free of charge then you are not entitled to a refund.

#### **Important information about your insurance policy**

We are required to provide you with certain key information prior to the purchase of your John Lewis Added Care policy and it is important that you take time to read this. Please also refer to your policy Terms and Conditions for further details. English law applies to the policy and is subject to non-exclusive jurisdiction of the Courts of England.

#### How does this policy meet your demands and needs?

You have chosen Added Care because you wish to protect your purchase against accidental damage for the period of cover applicable. This insurance product meets those demands and needs. Please note that John Lewis is not providing you with any personal recommendation or advice regarding your insurance purchase. The purchase of this Added Care policy is based on your stated needs and requirements according to the response you have provided. Please ensure you have read the full terms and conditions and you are satisfied that this policy meets your needs. This is an optional product. Extended warranties may be obtained elsewhere and your household insurance may be relevant.

#### Who provides John Lewis Added Care?

The insurance 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, United Kingdom. London General Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Further details can be found on the Financial Services Register at www.fca.org.uk under firm reference number 202689. The claims administrator is TWG Services Limited, company number: 01883565, whose registered office address is TWENTY Kingston Road, Staines-upon-Thames, Surrey TW18 4LG.

#### What is the complaints process?

For complaints relating to the terms of this policy, administration or claims handling under this insurance please write to the Customer Relations Department of TWG Services Limited at The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF, telephone 0330 100 3637, or email customer.relations@thewarrantygroup.com

If you have a complaint relating to the sale of this policy please contact John Lewis Head Office Customer Services by telephone on 020 7828 1000 or by post to 171 Victoria Street, London SW1E 5NN.

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 9 123. 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/

#### What happens in the unlikely event that the insurer is not able to meet its obligations?

London General Insurance Company Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our liabilities. You can get more information about the compensation scheme arrangements by contacting the FSCS by telephone on 0800 678 1100 or by post at Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY. Website www.fscs.org.uk

#### How your personal information is used.

Your personal details will be used by London General Insurance Company Limited (the Insurer), TWG Services Limited (the Administrator) and their repairers and service providers for policy and claims administration and for fraud prevention. A copy of the details held about you is available upon request. We may also provide by post or email, text or telephone, administrative information including expiry/renewal details. For these purposes, your data may be confidentially and securely transferred outside the EEA. We may also send other information in this way, including marketing about this and other similar products provided by our group of companies, but you may contact us at any time to stop receiving any such other information. Please see the full terms and conditions for more information about how we use your personal details.