

# Merchandise Insurance Terms and Conditions

## 1. INTRODUCTION

This Policy in connection with **Your Certificate of Insurance** proves **You** have chosen protection under the Merchandise Insurance scheme and that **You** will be protected by it provided the relevant insurance premium(s) are paid, certain exclusions apply.

**Your Insured Item** will be covered from the **Starting Date** to the **End date** by the Policy. After this time, the Policy will no longer be in force and no renewal of the cover will be offered.

Some words in this Policy have special meanings, which are explained in Part 3, under the heading MEANING OF WORDS. Whenever these words are shown in **bold type**, they have these special meanings; otherwise, they have their ordinary everyday meanings. This Policy is provided by London General Insurance Company Limited, the **Insurer**. Please note that **We, Us or Our** refers to the Policy **Administrator** which is Shop Direct Finance Company Limited, (SDFC), Aintree Innovation Centre, Park Lane, Netherton, Bootle, Liverpool L30 1SL. (Company Registration Number 04660974). Shop Direct Home Shopping Limited (SDHS) of First Floor, Skyways House, Speke Road, Speke, Liverpool, L70 1AB (Company Registration Number 04663281) acts as the **Selling Agent** in respect of this Policy. Claims are dealt with by TWG Services Limited (TWG), The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF, (Company Registration Number 1883565) who will be referred to as the **Claims Handling Agent**.

The Policy shows the details of the benefit provided to **You** in the event of Accidental Damage or Theft to **Your Insured Item**. Part 4 explains the benefits of the Policy, together with circumstances when **You** cannot claim. Certain general information about **Your Policy** is listed in Part 7.

### Customers with additional requirements

This policy is also available in large print, audio and Braille. If **you** require any of these formats please contact Insurance Customer Services on 0844 822 4676. If **you** have hearing or speech difficulties **You** can text telephone **Us** on 0844 822 4676. **We** will be happy to supply **You** with a copy.

## 2. ELIGIBILITY

**You** are eligible to take out protection if:

- at the **Date of Purchase** **You** are over 18 years old; and
- the **Insured Item** was purchased from a **Catalogue** published by SDHS

## 3. MEANING OF WORDS

### Administrator

Shop Direct Finance Company Limited (SDFC), Aintree Innovation Centre, Park Lane, Netherton, Bootle, L30 1SL (Company Registration Number 04660974), is appointed to administer the Policy on behalf of the **Insurer**.

### Catalogue

All catalogues (including supplements, inserts or websites) published by Shop Direct Home Shopping Limited (SDHS).

### Certificate of Insurance

The document confirming **Your** cover under this Policy.

### Claims Handling Agent

The party appointed by the **Insurer** to handle any claims made by **You** under this Policy. This is TWG Services Limited (TWG), The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF, (Company Registration Number 1883565).

### Commercial Use

The use of the **insured item** for business purposes or any purpose that relates to or is associated with a commercial purpose.

### Commercial Vehicle

Any vehicle used wholly or partly for commercial or business purposes or any other vehicle which, at the time of loss or damage, is being used for commercial or business purposes.

### Date of Purchase

The date on which **You** purchased the **Insured Item**, as detailed on **Your** original account statement.

### End Date

The date **Your** protection under this Policy ends as explained in Part 5.

### Insured Item

The item purchased by **You** and named on the **Certificate of Insurance**.

### Insurer

The insurer is London General Insurance Company Limited, Floor 2, Integra House, Vicarage Road, Egham, Surrey TW20 9JZ, (Company Registration Number 1865673).

### Purchase Price

The amount paid to purchase the **Insured Item** at the **Date of Purchase** excluding any credit charges, interest charges or insurance costs, as detailed on **Your** original account statement.

### Selling Agent

The party appointed by the **Insurer** to sell this Policy to **You**. This is Shop Direct Home Shopping Limited (SDHS) of First Floor, Skyways House, Speke Road, Speke, Liverpool, L70 1AB. (Company Registration Number 04663281).

### Starting Date

The date **Your** protection starts as explained in Part 5, and as detailed on **Your Certificate of Insurance**.

### UK

England, Scotland, Wales, Northern Ireland and the Isle of Man.

### We/Us/Our

Shop Direct Finance Company Limited (SDFC), Aintree Innovation Centre, Park Lane, Netherton, Bootle, Liverpool, L30 1SL.

### You/Your

Any individual who is the owner of the **Insured Item** and is named on the **Certificate of Insurance** and who has applied for the insurance and has agreed to pay the premium under this Policy.

## 4. BENEFITS AND EXCLUSIONS

### BENEFIT

#### Accidental Damage

If after the **Starting Date** and before the **End Date**, **Your Insured Item** is the subject of Accidental Damage, this Policy will cover the cost of repairing **Your Insured Item** (including parts, labour and VAT), which will be arranged by the **Claims Handling Agent**.

If the **Insured Item** is uneconomical to repair, at the **Claims Handling Agent's** discretion, **You** will be provided with a replacement item of identical (if available) or equivalent specification by **Us**.

### Theft

If after the **Starting Date** and before the **End Date**, **Your Insured Item** is the subject of Theft, this Policy will cover the cost of replacing **Your Insured Item**, providing **You** with a replacement item of identical (if available) or equivalent specification. Replacements will be arranged by the **Claims Handling Agent** and provided by **Us**.

Where only parts of **Your Insured Item** have been stolen, **We** will only replace that part or parts.

Cover under this Policy is extended whilst the **Insured Item** is in any country outside the **UK** for a period of not more than 30 days in any 12 month period. However, settlement is only provided upon **Your** return to the **UK** as long as **You** have abided by the relevant Claims procedure (see section 6).

### Important – applicable to accidental damage and theft claims:

- If **You** receive a replacement item, this Policy will be terminated.
- This Policy will only cover repair or replacement costs exceeding £50 (including VAT), per claim.
- Claim Limit: Under this Policy, **You** can make an unlimited number of claims but the total sum of these claims is limited to the **Purchase Price** of the **Insured Item**.

### EXCLUSIONS

#### Accidental Damage Exclusions

The **Insurer** will not pay any benefit:

- if the damage to the **Insured Item** is caused by **Commercial Use** of the **Insured Item** by **You** or **Your** resident family;
- if the manufacturer's recommendations and instructions are not followed;
- for any deliberate neglect or damage to the **Insured Item**;
- for any incorrect or faulty installation of the **Insured Item**;
- for any damage caused to the **Insured Item** by insects or vermin;
- if damage occurs due to any cause other than an accident;
- for any damage caused due to acts of God (i.e. flood, earthquake, high winds, lightning strike);
- for any work that relates to a manufacturer's defect or a recall of the **Insured Item**;
- for any repairs not authorised by **Us**;
- for any denting, scratching, chipping, staining, fading, rust or corrosion;
- for general wear and tear, or gradual deterioration associated with everyday use or for the age of the **Insured Item**; and
- for modification of the **Insured Item** in any way from the manufacturer's specification.

#### Theft Exclusions

The **Insurer** will not pay any benefit:

- if the theft of the **Insured Item** occurred from any **Commercial Vehicle**, convertible or soft-topped vehicle;
- if the theft of the **Insured Item** occurred from any motor vehicle where **You** or someone acting on **Your** behalf was not with the vehicle, unless the **Insured Item** was concealed in a glove compartment, in a locked boot or in an internal compartment and all available security systems were activated;
- if the theft of the **Insured Item** occurred whilst left unattended in a public place or theft from a building or other property, unless:
  - force, resulting in damage to the building or premises was used to gain entry or exit; or
  - the **Insured Item** was kept within a fixed, locked receptacle and force resulting in damage to the receptacle was used to gain entry or exit.
- if the theft of the **Insured Item** was from **Your** control or the control of any other person who had the **Insured Item** with **Your** permission, except where the use of physical force or violence against **You** or the person was threatened or used; and
- for the unexplained disappearance of **Your Insured Item** or if **Your Insured Item** is lost.

#### General Exclusions

The **Insurer** will not pay any benefit:

- for routine servicing, inspection, maintenance, repair, cleaning, alteration or restoration; or
- for any cost suffered as a result of not being able to use the **Insured Item** or any cost other than the repair or replacement cost of the **Insured Item**; or
- for the cost of replacing any undamaged items of a pair or of a set or other item of a uniform nature, colour or design, where matching replacements cannot be made; or
- for any cost covered by the manufacturer's guarantee or warranty; or
- for any claim for accidental damage or theft where the amount being claimed does not exceed £50 in total.

## 5. HOW LONG DOES YOUR PROTECTION LAST

**Your** protection starts on the date **You** receive delivery of **Your Insured Item** and ends on the earliest of the following:

- the date **We** replace the **Insured Item**; or
- the date **You** cease to own the **Insured Item**; or
- the date **Your** Policy is cancelled by **Us** or **You**; or
- the date at which the total repair and/or replacements costs exceeds the claim limit; or
- two years from the **Starting Date**.

## 6. HOW DO YOU CLAIM

Should **You** need to make a claim please follow these simple steps:

### Theft Claims

1. **You** must report the incident of theft to the Police (or relevant local authorities, if **You** are outside of the **UK**) within 24 hours, or as soon as reasonably possible, of **You** discovering the incident of theft, to obtain a crime reference number, the Police Station's details and the Police officer's name. A copy of the Police report may be required to confirm the circumstances of **Your** claim.

2. **You** must telephone the **Claims Handling Agent** within 30 days of **You** discovering the incident of theft via the contact details below and ask for a Claim Form to be sent. **You** will then be advised of the replacement procedure and any actions **You** may be required to take.

Whilst in the UK: 0844 871 0991

Whilst outside the UK: (+44) (0) 844 871 0991

Telephone Line opening hours: 09:00 to 17:00 Monday to Friday

— The completed Form must be sent to the Claims Department, TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF.

### Accidental Damage Claims

1. Simply telephone the **Claims Handling Agent** within 30 days of **You** discovering the incident of accidental damage via the contact details below. **You** will then be advised of the repair procedure and any actions **You** may be required to take.

Whilst in the UK: 0844 871 0991

Whilst outside the UK: (+44) (0) 844 871 0991

Telephone Line opening hours: 09:00 to 17:00 Monday to Friday

## Claims Conditions

1. At the time of claim, the **Claims Handling Agent** must receive evidence of the purchase of the **Insured Item** by **You**. Such evidence must include the original or clear bona fide copy of the original SDHS account statement.
2. Should **You** fail to provide the **Claims Handling Agent** with the necessary information and correctly completed claim form, this may delay the processing of **Your** claim.

## 7. GENERAL CONDITIONS

- This Policy is limited to Merchandise purchased from the **Catalogue**.
  - This Policy is written in English and all correspondence entered into shall be in English. Unless agreed to the contrary prior to Policy inception, this Policy shall be subject to English Law.
  - Fraud: If **You** or anyone acting on **Your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this Policy shall be terminated and **You** will forfeit all rights under this Policy. In such circumstances, **We** retain the right to keep the premium and to recover any sums paid by way of benefit under this Policy.
  - If the **Claims Handling Agent** receives a claim under **Your** Policy they may ask **You** to give written consent, during the claims process, for them to obtain specified information and material from the police and to exchange information and material with them. The purpose of these measures is to help them verify claims and to guard against fraud.
  - If **You** give such consent **You** will be given the opportunity to receive a copy of the information and material the police release to the **Claims Handling Agent**. Should **you** decline to give such consent, the **Claims Handling Agent** may in turn decline to settle the claim without the required information and material.
  - This Policy cannot be transferred to anyone or any other product.
  - If **You** receive a replacement item, **We** may take possession of **Your Insured Item** and dispose of it. If **We** choose not to take possession of the **Insured Item**, **We** will not be responsible for any disposal charges.
  - **You** must take reasonable care of **Your Insured Item** and keep it in a good state of repair and take all reasonable precautions to prevent any Accidental Damage or Theft.
  - **You** must retain the **Insured Item** in the event of Accidental Damage for inspection by the repairer or **We** may be unable to deal with **Your** claim.
  - **We** may cancel this Policy by giving **You** 30 days written notice.
  - **You** are advised that any telephone calls made to the **Administrator**, **Claims Handling Agent** or the **Insurer** are recorded. These recordings are used to monitor the accuracy of information provided by their staff and their customers. They may be used to allow additional training to be provided to their staff or to prove that their procedures comply with legal requirements. Their staff are aware that conversations are recorded.
- The **Insurer** is a member of the Financial Services Compensation Scheme (FSCS). It is a duty of the FSCS to ensure that a percentage of sums owed to policyholders by an insurance company in liquidation is paid to those policyholders if the company itself is unable to meet its liabilities in full. Under the Scheme General Insurance is covered for 90% of the entire claim. This compensation system is subject to restrictions and not all policyholders are eligible. Further details are available on request from **Us** or are available from FSCS on 020 7892 7300 or via e-mail at enquiries@fscs.org.uk.
- In the event of an insurance claim, any information that **You** provide to the **Claims Handling Agent** may be put onto a Register of Claims through which insurers share information to prevent fraudulent claims. A list of participants and the name and address of the operator are available from **Us**.

## 8. CANCELLATION RIGHTS

If for any reason **You** are not satisfied with the cover, or find that it does not meet **Your** requirements, **You** can cancel it by advising **Us** in writing within 14 days of the **Starting Date**. The cover will then be cancelled and any premium **You** have paid will be returned to **You**, providing no claim has been made during this period. **You** may cancel the Policy at any other time after such 14 day period, but no refund of premium will be given. To cancel **Your** cover under this Policy, please write to **Us** at Insurance Customer Services Sandringham House, Sandringham Avenue, Chelmsford. CM92 1LH or telephone **Us** on 0844 822 4676

## 9. CUSTOMER EXCELLENCE

It is **Our** objective at all times to provide a first class service but there may be times when **You** feel that this has not been achieved. For complaints relating to the selling of this Policy please write to the **Selling Agent**, SDHS at Complaints Management Team, Sandringham House, Sandringham Avenue, Chelmsford, CM92 1LH quoting **Your** Policy number. For complaints relating to the administration of this Policy please write to **Us** at **Customer Excellence Team**, Sandringham House, Sandringham Avenue, Chelmsford. CM92 1LH quoting **Your** Policy number. For complaints relating to the **claims handling** under this Policy please write to the **Claims Handling Agent**, TWG Services Limited at The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF. If **You** are not satisfied with the response **You** may write to the Administration Director at the same address. For complaints relating to the terms of this contract please write to the **Insurer**, London General Insurance Company Limited at The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF. If **You** are not satisfied with the response **You** may write to the Managing Director of the insurance company at the same address. If **Your** complaint addressed to any of the above parties is not resolved to **Your** satisfaction **You** can contact the Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall, London, E14 9SR stating clearly the nature of the complaint and the party to which that complaint was originally addressed. Please note that the rules and restrictions which the FOS are required to follow mean that there are certain types of dispute upon which the FOS cannot adjudicate, such as any complaint about the sale of the Policy by the **Selling Agent**. None of the above affects any right of action **You** may have.

## 10. DATA PROTECTION

In respect of information passed to both of them, the **Selling Agent** and the **Insurer** are joint data controllers within the meaning of the Data Protection Act 1998. In respect of information passed solely to either party, the receiving party acts as a data controller. The details **You** supply will be stored and used by the **Selling Agent** and **Us** to administer **Your** insurance, and TWG to handle **Your** claim and the **Insurer** in respect of underwriting **Your** insurance cover. **We** and TWG will act as data processors. **Your** personal details may be transferred outside the EU. They will at all times be held securely and handled with the utmost care in accordance with all principles of the English law. In addition to collecting, holding and processing data itself, the **Selling Agent** will pass data to other companies within the Shop Direct group of companies. The **Selling Agent** may contact **You** about other products and services. If **You** would prefer not to receive this information please contact the Data Protection Unit, Shop Direct Home Shopping Limited, Sandringham House, Sandringham Avenue, Chelmsford. CM92 1LH. **Your** details will not be kept for longer than necessary.

# Jewellery Insurance Terms and Conditions

## 1. INTRODUCTION

This Policy in connection with **Your Certificate of Insurance** proves **You** have chosen protection under the Jewellery Insurance scheme and that **You** will be protected by it provided the relevant insurance premium(s) are paid, certain exclusions apply.

**Your Insured Item** will be covered from the **Starting Date** to the **End date** by the Policy. After this time, the Policy will no longer be in force and no renewal of the cover will be offered. Each purchase must be covered separately.

Some words in this Policy have special meanings, which are explained in Part 3, under the heading MEANING OF WORDS. Whenever these words are shown in **bold type**, they have these special meanings; otherwise, they have their ordinary everyday meanings. This Policy is provided by London General Insurance Company Limited, the **Insurer**. Please note that **We, Us or Our** refers to the Policy **Administrator** which is Shop Direct Finance Company Limited, (SDFC), Aintree Innovation Centre, Park Lane, Netherton, Bootle, Liverpool L30 1SL, (Company Registration Number 04660974), Shop Direct Home Shopping Limited (SDHS) of First Floor, Skyways House, Speke Road, Speke, Liverpool, L70 1AB. (Company Registration Number 04663281) acts as the **Selling Agent** in respect of this Policy. Claims are dealt with by TWG Services Limited (TWG), The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF, (Company Registration Number 1883565) who will be referred to as the **Claims Handling Agent**.

The Policy shows the details of the benefit provided to **You** in the event of Accidental Damage or Theft to **Your Insured Item**. Part 4 explains the benefits of the Policy, together with circumstances when **You** cannot claim. Certain general information about Your Policy is listed in Part 7.

### Customers with additional requirements

This policy is also available in large print, audio and Braille. If **you** require any of these formats please contact Insurance Customer Services on 0844 822 4676. If **You** have hearing or speech difficulties **You** can text telephone Us on 0844 822 4676. We will be happy to supply **You** with a copy.

## 2. ELIGIBILITY

**You** are eligible to take out protection if:

- at the **Date of Purchase** **You** are over 18 years old; and
- the **Insured Item** was purchased from a **Catalogue** published by SDHS

## 3. MEANING OF WORDS

### Administrator

Shop Direct Finance Company Limited (SDFC), Aintree Innovation Centre, Park Lane, Netherton, Bootle, L30 1SL (Company Registration Number 04660974), is appointed to administer the Policy on behalf of the **Insurer**.

### Catalogue

All catalogues (including supplements, inserts or website) published by Shop Direct Home Shopping Limited (SDHS).

### Certificate of Insurance

The document confirming **Your** cover under this Policy.

### Claims Handling Agent

The party appointed by the **Insurer** to handle any claims made by **You** under this Policy. This is TWG Services Limited (TWG), The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF, (Company Registration Number 1883565).

### Commercial Vehicle

Any vehicle used wholly or partly for commercial or business purposes or any other vehicle which, at the time of loss or damage, is being used for commercial or business purposes.

### Date of Purchase

The date on which **You** purchased the **Insured Item**, as detailed on **Your** original account statement.

### Electrical/Mechanical Breakdown (applicable to watches only)

The sudden or unforeseen failure of a covered component arising from any permanent electrical or mechanical defect causing a sudden stoppage of its functions, necessitating immediate repair or replacement before normal operation can be resumed excluding normal deterioration or wear and tear where such components have reached the end of their working life because of age or usage.

### End Date

The date **Your** protection under this Policy ends as explained in Part 5.

### Insured Item

The item purchased by **You** and named on the **Certificate of Insurance**.

### Insurer

The insurer is London General Insurance Company Limited, Floor 2, Integra House, Vicarage Road, Egham, Surrey TW20 9JZ, (Company Registration Number 1865673).

### Purchase Price

The amount paid to purchase the **Insured Item** at the **Date of Purchase** excluding any credit charges, interest charges or insurance costs, as detailed on **Your** original account statement.

### Selling Agent

The party appointed by the **Insurer** to sell this Policy to **You**. This is Shop Direct Home Shopping Limited (SDHS) of First Floor, Skyways House, Speke Road, Speke, Liverpool, L70 1AB. (Company Registration Number 04663281).

### Starting Date

The date **Your** protection starts as explained in Part 5, and as detailed on **Your Certificate of Insurance**.

### UK

England, Scotland, Wales, Northern Ireland and the Isle of Man.

### We/Us/Our

Shop Direct Finance Company Limited (SDFC), Aintree Innovation Centre, Park Lane, Netherton, Bootle, Liverpool, L30 1SL.

### You/Your

Any individual who is the owner of the **Insured Item** and is named on the **Certificate of Insurance** and who has applied for the insurance and has agreed to pay the premium under this Policy.

## 4. BENEFITS AND EXCLUSIONS

### BENEFIT

#### Accidental Damage

If after the **Starting Date** and before the **End Date**, **Your Insured Item** is the subject of Accidental Damage, this Policy will cover the cost of repairing **Your Insured Item** (including parts, labour and VAT), which will be arranged by the **Claims Handling Agent**.

If the **Insured Item** is uneconomical to repair, at the **Claims Handling Agent's** discretion, **You** will be provided with a replacement item of identical (if available) or equivalent specification by **Us**.

#### Theft

If after the **Starting Date** and before the **End Date**, **Your Insured Item** is the subject of Theft, this Policy will cover the cost of replacing **Your Insured Item**, providing **You** with a replacement item of identical (if available) or equivalent specification. Replacements will be arranged by the **Claims Handling Agent** and provided by **Us**.

Where only parts of **Your Insured Item** have been stolen, **We** will only replace that part or parts.

#### Electrical/Mechanical Breakdown (applicable to watches only)

If after the **Starting Date** and before the **End Date**, **Your Insured Item** is the subject of **Electrical/Mechanical Breakdown**, this Policy will cover the cost of repairing **Your Insured Item** (including parts, labour and VAT), which will be arranged by the **Claims Handling Agent**.

If the **Insured Item** is uneconomical to repair, at the **Claims Handling Agent's** discretion, **You** will be provided with a replacement item of identical (if available) or equivalent specification by **Us**.

Cover under this Policy is extended whilst the **Insured Item** is in any country outside the **UK** for a period of not more than 30 days in any 12 month period. However, settlement is only provided upon **Your** return to the **UK** as long as **You** have abided by the relevant Claims procedure (see section 6).

#### Important – applicable to accidental damage, theft and electrical/mechanical breakdown claims:

- If **You** receive a replacement item, this Policy will be terminated.
- This Policy will only cover repair or replacement costs exceeding £10 (including VAT), per claim.
- Claim Limit: Under this Policy, **You** can make an unlimited number of claims but the total sum of these claims is limited to the **Purchase Price** of the **Insured Item**.

## EXCLUSIONS

### Accidental Damage Exclusions

The **Insurer** will not pay any benefit:

- if the manufacturer's recommendations and instructions are not followed;
- for any deliberate neglect or damage to the **Insured Item**;
- for any damage caused by not following the manufacturer's instructions or over winding;
- for any work that relates to a manufacturer's defect or a recall of the **Insured Item**;
- for any repairs not authorised by **Us**;
- for any denting, scratching, chipping, staining, fading, rust or corrosion;
- for general wear and tear, or gradual deterioration associated with everyday use or for the age of the **Insured Item**; and
- for modification of the **Insured Item** in any way from the manufacturer's specification.

### Theft Exclusions

The **Insurer** will not pay any benefit:

- if the theft of the **Insured Item** occurred from any **Commercial Vehicle**, convertible or soft-topped vehicle;
- if the theft of the **Insured Item** occurred from any motor vehicle where **You** or someone acting on **Your** behalf was not with the vehicle, unless the **Insured Item** was concealed in a glove compartment, in a locked boot or in an internal compartment and all available security systems were activated;
- if the theft of the **Insured Item** occurred whilst left unattended in a public place or theft from a building or other property, unless:
  - force, resulting in damage to the building or premises was used to gain entry or exit; or
  - the **Insured Item** was kept within a fixed, locked receptacle and force resulting in damage to the receptacle was used to gain entry or exit.
- if the theft of the **Insured Item** was from **Your** control or the control of any other person who had the **Insured Item** with **Your** permission, except where the use of physical force or violence against **You** or the person was threatened or used; and
- for the unexplained disappearance of **Your Insured Item** or if **Your Insured Item** is lost.

### General Exclusions

The **Insurer** will not pay any benefit:

- for routine servicing, inspection, maintenance, repair, cleaning, alteration or restoration; or
- for any cost suffered as a result of not being able to use the **Insured Item** or any cost other than the repair or replacement cost of the **Insured Item**; or
- for the cost of replacing any undamaged items of a pair or of a set or other item of a uniform nature, colour or design, where matching replacements cannot be made; or
- for any cost covered by the manufacturer's guarantee or warranty; or

## 5. HOW LONG DOES YOUR PROTECTION LAST

**Your** protection starts on the date **You** receive delivery of **Your Insured Item** and ends on the earliest of the following:

- the date **We** replace the **Insured Item**; or
  - the date **You** cease to own the **Insured Item**; or
  - the date **Your** Policy is cancelled by **Us** or **You**; or
  - the date at which the total repair and/or replacement costs exceeds the claim limit; or
  - two years from the **Starting Date**.
- The expiry of the manufacturer's guarantee for **Electrical/Mechanical Breakdown** cover (not exceeding a total maximum period of two years from the **Starting Date**)

## 6. HOW DO YOU CLAIM

Should **You** need to make a claim please follow these simple steps:

### Theft Claims

- You** must report the incident of theft to the Police (or relevant local authorities, if **You** are outside of the **UK**) within 24 hours, or as soon as reasonably possible, of **You** discovering the incident of theft, to obtain a crime reference number, the Police Station's details and the Police officer's name. A copy of the Police report may be required to confirm the circumstances of **Your** claim.
- You** must telephone the **Claims Handling Agent** within 30 days of **You** discovering the incident of theft via the contact details below and ask for a Claim Form to be sent. **You** will then be advised of the replacement procedure and any actions **You** may be required to take. Whilst in the UK: **0844 8710991**  
Whilst outside the UK: **(+44) (0) 844 8710991**  
Telephone Line opening hours: 09:00 to 17:00 Monday to Friday  
– The completed Form must be sent to the Claims Department, TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF.

### Accidental Damage and Electrical/Mechanical Breakdown Claims

- Simply telephone the **Claims Handling Agent** within 30 days of **You** discovering the incident of accidental damage via the contact details below. **You** will then be advised of the repair procedure and any actions **You** may be required to take. Whilst in the UK: **0844 8710991**  
Whilst outside the UK: **(+44) (0) 844 8710991**  
Telephone Line opening hours: 09:00 to 17:00 Monday to Friday

## Claims Conditions

- At the time of claim, the **Claims Handling Agent** must receive evidence of the purchase of the **Insured Item** by **You**. Such evidence must include the original or clear bona fide copy of the original SDHS account statement.
- Should **You** fail to provide the **Claims Handling Agent** with the necessary information and correctly completed claim form, this may delay the processing of **Your** claim.

## 7. GENERAL CONDITIONS

- This Policy is limited to Jewellery purchased from the **Catalogue**.
- This Policy is written in English and all correspondence entered into shall be in English. Unless agreed to the contrary prior to Policy inception, this Policy shall be subject to English Law.
- Fraud: If **You** or anyone acting on **Your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this Policy shall be terminated and **You** will forfeit all rights under this Policy. In such circumstances, **We** retain the right to keep the premium and to recover any sums paid by way of benefit under this Policy. If the **Claims Handling Agent** receives a claim under **Your** Policy they may ask **You** to give written consent, during the claims process, for them to obtain specified information and material from the police and to exchange information and material with them. The purpose of these measures is to help them verify claims and to guard against fraud. If **You** give such consent **You** will be given the opportunity to receive a copy of the information and material the police release to the **Claims Handling Agent**. Should you decline to give such consent, the **Claims Handling Agent** may in turn decline to settle the claim without the required information and material.
- This Policy cannot be transferred to anyone or any other product.
- If **You** receive a replacement item, **We** may take possession of **Your Insured Item** and dispose of it. If **We** choose not to take possession of the **Insured Item**, **We** will not be responsible for any disposal charges.
- **You** must take reasonable care of **Your Insured Item** and keep it in a good state of repair and take all reasonable precautions to prevent any Accidental Damage or Theft.
- **You** must retain the **Insured Item** in the event of Accidental Damage for inspection by the repairer or **We** may be unable to deal with **Your** claim.
- **We** may cancel this Policy by giving **You** 30 days written notice.
- **You** are advised that any telephone calls made to the **Administrator**, **Claims Handling Agent** or the **Insurer** are recorded. These recordings are used to monitor the accuracy of information provided by their staff and their customers. They may be used to allow additional training to be provided to their staff or to prove that their procedures comply with legal requirements. Their staff are aware that conversations are recorded. The **Insurer** is a member of the Financial Services Compensation Scheme (FSCS). It is a duty of the FSCS to ensure that a percentage of sums owed to policyholders by an insurance company in liquidation is paid to those policyholders if the company itself is unable to meet its liabilities in full. Under the Scheme General Insurance is covered for 90% of the entire claim. This compensation system is subject to restrictions and not all policyholders are eligible. Further details are available on request from **Us** or are available from FSCS on 020 7892 7300 or via e-mail at enquiries@fscs.org.uk.
- In the event of an insurance claim, any information that **You** provide to the **Claims Handling Agent** may be put onto a Register of Claims through which insurers share information to prevent fraudulent claims. A list of participants and the name and address of the operator are available from **Us**.

## 8. CANCELLATION RIGHTS

If for any reason **You** are not satisfied with the cover, or find that it does not meet **Your** requirements, **You** can cancel it by advising **Us** in writing within 14 days of the **Starting Date**. The cover will then be cancelled and any premium **You** have paid will be returned to **You**, providing no claim has been made during this period. **You** may cancel the Policy at any other time after such 14 day period, but no refund of premium will be given. To cancel **Your** cover under this Policy, please write to **Us** at Insurance Customer Services Sandringham House, Sandringham Avenue, Chelmsford, CM92 1LH or telephone **Us** on 0844 822 4676

## 9. CUSTOMER EXCELLENCE

It is **Our** objective at all times to provide a first class service but there may be times when **You** feel that this has not been achieved.

For complaints relating to the selling of this Policy please write to the **Selling Agent**, SDHS at Complaints Management Team, Sandringham House, Sandringham Avenue, Chelmsford, CM92 1LH quoting **Your** Policy number.

For complaints relating to the administration of this Policy please write to **Us** at **Customer Excellence Team**, Sandringham House, Sandringham Avenue, Chelmsford, CM92 1LH quoting **Your** Policy number.

For complaints relating to the claims handling under this Policy please write to the **Claims Handling Agent**, TWG Services Limited at The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF.

If **You** are not satisfied with the response **You** may write to the Administration Director at the same address.

For complaints relating to the terms of this contract please write to the **Insurer**, London General Insurance Company Limited at The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF. If **You** are not satisfied with the response **You** may write to the Managing Director of the insurance company at the same address.

If **Your** complaint addressed to any of the above parties is not resolved to **Your** satisfaction **You** can contact the Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall, London, E14 9SR stating clearly the nature of the complaint and the party to which that complaint was originally addressed. Please note that the rules and restrictions which the FOS are required to follow mean that there are certain types of dispute upon which the FOS cannot adjudicate, such as any complaint about the sale of the Policy by the **Selling Agent**.

None of the above affects any right of action **You** may have.

## 10. DATA PROTECTION

In respect of information passed to both of them, the **Selling Agent** and the **Insurer** are joint data controllers within the meaning of the Data Protection Act 1998. In respect of information passed solely to either party, the receiving party acts as a data controller.

The details **You** supply will be stored and used by the **Selling Agent** and **Us** to administer **Your** insurance, and TWG to handle **Your** claim and the **Insurer** in respect of underwriting **Your** insurance cover. **We** and TWG will act as data processors. **Your** personal details may be transferred outside the EU. They will at all times be held securely and handled with the utmost care in accordance with all principles of the English law. In addition to collecting, holding and processing data itself, the **Selling Agent** will pass data to other companies within the Shop Direct group of companies. The **Selling Agent** may contact **You** about other products and services. If **You** would prefer not to receive this information please contact the Data Protection Unit, Shop Direct Home Shopping Limited, Sandringham House, Sandringham Avenue, Chelmsford, CM92 1LH. **Your** details will not be kept for longer than necessary.

# Bicycle Insurance Terms and Conditions

## 1. INTRODUCTION

This Policy in connection with your **Certificate of Insurance** proves **You** have chosen protection under the Bicycle Insurance scheme and that **You** will be protected by it provided the relevant insurance premium(s) are paid, certain exclusions apply.

Your **Bicycle** will be covered from the **Starting Date** to the **End date** by the Policy. After this time, the Policy will no longer be in force and no renewal of the cover will be offered.

Some words in this Policy have special meanings, which are explained in Part 3, under the heading MEANING OF WORDS. Whenever these words are shown in **bold type**, they have these special meanings; otherwise, they have their ordinary everyday meanings. This Policy is provided by London General Insurance Company Limited, the **Insurer**. Please note that **We, Us or Our** refers to the Policy **Administrator** which is Shop Direct Finance Company Limited (SDFC), Aintree Innovation Centre, Park Lane, Netherton, Bootle, Liverpool L30 1SL registered number 04660974. Shop Direct Home Shopping Limited (SDHS) of First Floor, Skyways House, Speke Road, Speke, Liverpool, L70 1AB (Company Registration Number 04663281) acts as the **Selling Agent** in respect of this Policy. Claims are dealt with by TWG Services Limited (TWG), The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire GL17 0AF registered number 1883565, who will be referred to as the **Claims Handling Agent**.

The Policy shows the details of the benefit provided to **You** in the event of Accidental Damage or Theft to **Your Bicycle**. Part 4 explains the benefits of the Policy, together with circumstances when **You** cannot claim. Certain general information about **Your** Policy is listed in Part 7.

### Customers with additional requirements

This policy is also available in large print, audio and Braille. If you require any of these formats please contact Insurance Customer Services on 0844 822 4676. If **You** have hearing or speech difficulties **You** can text telephone **Us** on 0844 822 4676. – **We** will be happy to supply **You** with a copy.

## 2. ELIGIBILITY

You are eligible to take out protection if:

- of the **Date of Purchase** **You** are over 18 years old; and
- the **Bicycle** was purchased from a **Catalogue** published by SDHS

## 3. MEANING OF WORDS

### Administrator

Shop Direct Finance Company Limited (SDFC), Aintree Innovation Centre, Park Lane, Netherton, Bootle, L30 1SL (Company Registration Number:04660974) is appointed to administer the policy on behalf of the **Insurer**.

### Bicycle

The bicycle purchased by **You** from a SDHS **Catalogue** and which **You** have insured with **Us**.

### Catalogue

All Catalogues (including supplements, inserts or websites) published by Shop Direct Home Shopping Limited (SDHS).

### Certificate of Insurance

The document confirming **Your** cover under this Policy.

### Claims Handling Agent

The party appointed by the **Insurer** to handle any claims made by **You** under this Policy. This is TWG Services Limited (TWG), The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF (Company Registration Number 1883565.)

### Commercial Use

The use of the Bicycle for business purposes or any purpose that relates to or is associated with a commercial purpose.

### Commercial Vehicle

Any vehicle used wholly or partly for commercial or business purposes or any other vehicle which, at the time of loss or damage, is being used for commercial or business purposes.

### Date of Purchase

The date on which **You** purchased the **Bicycle**, as detailed on **Your** original account statement.

### End Date

The date **Your** protection under this Policy ends as explained in Part 5.

### Insurer

The Insurer is London General Insurance Company Limited, Floor 2, Integra House, Vicarage Road, Egham, Surrey TW20 9JZ, (Company Registration Number 1865673).

### Purchase Price

The amount paid to purchase the **Bicycle** at the **Date of Purchase** excluding any credit charges, interest charges or insurance costs, as detailed on **Your** original account statement.

### Selling Agent

The party appointed by the **Insurer** to sell this Policy to **You**. This is Shop Direct Home Shopping Limited (SDHS) of First Floor, Skyways House, Speke Road, Speke, Liverpool, L70 1AB. (Company Registration Number 04663281)

### Starting Date

The date **Your** protection starts as explained in Part 5, and as detailed on **Your Certificate of Insurance**.

### UK

England, Scotland, Wales, Northern Ireland and the Isle of Man.

### We/Us/Our

Shop Direct Finance Company Limited (SDFC), Aintree Innovation Centre, Park Lane, Netherton, Bootle, Liverpool, L30 1SL.

### You/Your

Any individual who is the owner of the **Bicycle** and is named on the **Certificate of Insurance** and who has applied for the insurance and has agreed to pay the premium under this Policy.

## 4. BENEFITS AND EXCLUSIONS

### BENEFIT

#### Accidental Damage

If after the **Starting Date** and before the **End Date**, **Your Bicycle** is the subject of Accidental Damage, this Policy will cover the cost of repairing **Your Bicycle** (including parts labour and VAT), which will be arranged by the **Claims Handling Agent**.

If the **Bicycle** is uneconomical to repair, at the **Claims Handling Agent's** discretion, **You** will be provided with a replacement bicycle of identical (if available) or equivalent specification by **Us**.

### Theft

If after the **Starting Date** and before the **End Date**, **Your Bicycle** is the subject of Theft, this Policy will cover the cost of replacing **Your Bicycle**, providing **You** with a replacement bicycle of identical (if available) or equivalent specification. Replacements will be arranged by the **Claims Handling Agent** and provided by **Us**. Where only parts of **Your Bicycle** have been stolen, **We** will only replace that part or parts.

Cover under this Policy is extended whilst the **Bicycle** is in any country outside the **UK** for a period of not more than 30 days in any 12 month period. However, settlement is only provided upon **Your** return to the **UK** as long as **You** have abided by the relevant Claims procedure (see section 6).

### Important – applicable to accidental damage and theft claims:

- If **You** receive a replacement bicycle, this Policy will be terminated.
- This Policy will only cover repair or replacement costs exceeding £20 (including VAT), per claim.
- Claim Limit: Under this Policy, **You** can make an unlimited number of claims but the total sum of these claims is limited to the **Purchase Price** of the **Bicycle**.

### EXCLUSIONS

#### Accidental Damage Exclusions

The **Insurer** will not pay any benefit:

- if the damage to the **Bicycle** is caused by **Commercial Use** of the **Bicycle** by **You** or **Your** resident family;
- if the manufacturer's recommendations and instructions are not followed;
- for any deliberate neglect or damage to the **Bicycle**;
- for any damage caused where the **Bicycle** is used for any of the following:
  - cycling with heavy loads;
  - cycling with motorised assistance of any kind;
  - competitive cycling or the use of the **Bicycle** to perform stunts or tricks;
  - cycling off, or large drops from, any type of building, structure or natural feature;
  - cycling for anything other than for normal every day use.
- if damage occurs due to any cause other than an accident;
- for any damage caused due to acts of God (i.e. flood, earthquake, high winds, lightning strike);
- for any work that relates to a manufacturer's defect or a recall of the Bicycle;
- for any repairs not authorised by **Us**;
- for any damage caused by exposure to sunlight or rain;
- for any denting, scratching, chipping, staining, fading, rust or corrosion;
- for general wear and tear, or gradual deterioration associated with everyday use or for the age of the **Bicycle**;
- for any cosmetic damage which does not impair the function or performance of the **Bicycle**;
- for **Bicycles** modified in any way from the manufacturer's specification;
- if the **Bicycle** stops working due to a mechanical breakdown;

#### Theft Exclusions

The **Insurer** will not pay any benefit:

- if the theft of the **Bicycle** occurred from any **Commercial Vehicle**, convertible or soft-topped vehicle;
- if the theft of the **Bicycle** occurred from any motor vehicle unless the **Bicycle** was stored within or locked to the vehicle and all available security systems were activated;
- if the theft of the **Bicycle** occurred whilst left unattended, unless:
  - the **Bicycle** was securely attached to an immovable object or permanent structure and there is evidence of the lock being forcibly removed; or
  - the **Bicycle** was kept within a locked building or premises and force resulting in damage to the building or premises was used to gain entry or exit.
- if the theft of the **Bicycle** was from **Your** control, except where the use of physical force or violence against **You** was threatened or used;
- if **You** gave **Your Bicycle** to someone else to look after and the theft occurred;
- for the theft of accessories of any kind;
- for the theft of tyres or wheels unless the **Bicycle** was stolen at the same time; and
- if the theft of the **Bicycle** occurred where it has been passed to someone else other than a member of **Your** family.

### General Exclusions

The **Insurer** will not pay any benefit:

- for any cost suffered as a result of not being able to use the **Bicycle** or any cost other than the repair or replacement cost of the **Bicycle**;
- for any liability incurred for bodily injury, death or damage to any persons or property;
- for any cost covered by the manufacturer's guarantee or warranty;
- for any claim for accidental damage or theft where the amount being claimed does not exceed £20 in total;
- for the unexplained disappearance of **Your Bicycle** or if **Your Bicycle** is lost;
- for any accessories and disposable items such as tyres, inner tubes, spokes, cables, batteries or light bulbs; and
- for routine servicing, inspection, maintenance, repair, cleaning, alteration or restoration.

## 5. HOW LONG DOES YOUR PROTECTION LAST

**Your** protection starts on the date **You** receive delivery of **Your Bicycle** and ends on the earliest of the following:

- the date **We** replace the **Bicycle**; or
- the date **You** cease to own the **Bicycle**; or
- the date **Your** Policy is cancelled by **Us** or **You**; or
- the date at which the total repair and/or replacement costs exceeds the claim limit; or
- two years from the **Starting Date**.

## 6. HOW DO YOU CLAIM

Should **You** need to make a claim please follow these simple steps:

### Theft Claims

1. **You** must report the incident of theft to the Police (or relevant local authorities, if **You** are outside of the UK) within 24 hours, or as soon as reasonably possible, of **You** discovering the incident of theft, to obtain a crime reference number, the Police Station's details and the Police officer's name. A copy of the Police report may be required to confirm the circumstances of **Your** claim.
2. **You** must telephone the Claims Handling Agent within 30 days of **You** discovering the incident of theft via the contact details below and ask for a Claim Form to be sent. **You** will then be advised of the replacement procedure and any actions **You** may be required to take.
3. Whilst in the UK: **0844 871 0991**
4. Whilst outside the UK: **(+44) (0) 844 871 0991**
5. Telephone Line opening hours: 09:00 to 17:00 Monday to Friday
6. The completed Form must be sent to the Claims Department, TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF.

### Accidental Damage Claims

1. Simply telephone the **Claims Handling Agent** within 30 days of **You** discovering the incident of accidental damage via the contact details below. **You** will then be advised of the repair procedure and any actions **You** may be required to take.
2. Whilst in the UK: **0844 871 0991**
3. Whilst outside the UK: **(+44) (0) 844 871 0991**
4. Telephone Line opening hours: 09:00 to 17:00 Monday to Friday

## Claims Conditions

1. At the time of claim, the **Claims Handling Agent** must receive evidence of the purchase of the **Bicycle** by **You**. Such evidence must include the original or clear bona fide copy of the original SDHS account statement.
2. Should **You** fail to provide the **Claims Handling Agent** with the necessary information and correctly completed Claim Form, this may delay the processing of **Your** claim.

## 7. GENERAL CONDITIONS

- This Policy is limited to **Bicycles** purchased from the Selling Agent's **Catalogue**.
- This Policy is written in English and all correspondence entered into shall be in English. Unless agreed to the contrary prior to Policy inception, this Policy shall be subject to English Law.
- Fraud: If **You** or anyone acting on **Your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this Policy shall be terminated and **You** will forfeit all rights under this Policy. In such circumstances, **We** retain the right to keep the premium and to recover any sums paid by way of benefit under this Policy. If the **Claims Handling Agent** receives a claim under **Your** Policy they may ask **You** to give written consent, during the claims process, for them to obtain specified information and material from the police and to exchange information and material with them. The purpose of these measures is to help them verify claims and to guard against fraud. If **You** give such consent **You** will be given the opportunity to receive a copy of the information and material the police release to the **Claims Handling Agent**. Should **You** decline to give such consent, the **Claims Handling Agent** may in turn decline to settle the claim without the required information and material.
- This Policy cannot be transferred to anyone or any other product.
- **You** must retain the **Bicycle** in the event of Accidental Damage for inspection by the repairer or **We** may be unable to deal with **Your** claim.
- If **You** receive a replacement bicycle, **We** may take possession of the **Bicycle** and dispose of it. If **We** choose not to take possession of the **Bicycle**, **We** will not be responsible for any disposal charges.
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- The **Insurer** is a member of the Financial Services Compensation Scheme (FSCS). It is a duty of the FSCS to ensure that a percentage of sums owed to policyholders by an insurance company in liquidation is paid to those policyholders if the company itself is unable to meet its liabilities in full. Under the Scheme General Insurance is covered for 90% of the entire claim. This compensation system is subject to restrictions and not all policyholders are eligible. Further details are available on request from **Us** or from the FSCS on 0207 892 7300 or via e-mail at enquiries@fscs.org.uk.
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The details **You** supply will be stored and used by the **Selling Agent** and **Us** to administer **Your** insurance, the **Claims Handling Agent** to handle **Your** claim and the **Insurer** in respect of underwriting **Your** insurance cover. **We** and the **Claims Handling Agent** will act as data processors. **Your** personal details may be transferred outside the EU.

They will at all times be held securely and handled with the utmost care in accordance with all principles of the English law. In addition to collecting, holding and processing data itself, the **Selling Agent** will pass data to other companies within the Shop Direct group of companies. The **Selling Agent** may contact **You** about other products and services. If **You** would prefer not to receive this information please contact the Data Protection Unit, Shop Direct Home Shopping Limited, Customer Services Department, Insurance Customer Services Sandringham House, Sandringham Avenue, Chelmsford, CM92 1LH or telephone the **Selling Agent** on 0844 822 4676. **Your** details will not be kept for longer than necessary.