

## TERMS AND CONDITIONS

### Sky Protect

(Provided by Domestic & General Insurance PLC)

#### 1. Definitions

The following words and phrases always have the meanings given below:

**Accidental Damage:** Unintentional and unexpected damage to your Sky Equipment, or impairment to its functionality, caused by wind, storms, adverse weather, lightning, corrosion, animals or accidents (including unintended breakage, mishaps and liquid spillages). Unintentional and unexpected damage to your Additional Equipment, or impairment to its functionality, caused by animals or accidents (including unintended breakage, mishaps and liquid spillages).

**Additional Equipment:** The television set(s), tablets (not including SIM cards), laptops, games consoles (approved by us) and/or Mobile(s) and/or any other item approved and accepted by us that you have registered in accordance with (clause 8.f). Please see 'Eligibility' (clause 9) below for restrictions on the number and type of Additional Equipment that can be registered.

**Breakdown:** Breakdown of your Sky Equipment, or impairment to its functionality, arising as a consequence of mechanical, electrical or component fault, or from a software fault or from a setting on your Sky Equipment. Breakdown of your Additional Equipment, or impairment to its functionality, arising as a consequence of mechanical, electrical or component fault.

**Equipment:** Your Sky Equipment and/or your Additional Equipment. To see what you have protected, check the reverse of your welcome letter.

**Healthcheck:** A maintenance check of your Sky Equipment (excluding the Sky router) to ensure that it is set up properly and is in good working order. During the check our technical helpline experts will guide you through a variety of Sky's recommended remote testing processes which may include system set up checks, box resets and software updates, reprogramming of remotes and checking signal strength. Sky+ and Sky+HD customers can also receive help with hard disk management issues and running a planner rebuild.

**IMEI Number:** Also known as an international mobile equipment identity number, the unique identifying number assigned to nearly every mobile phone. It is a 15 digit string, typically found behind the battery or SIM gate.

**Loss:** the accidental loss of a Mobile as set out and limited by these terms and conditions. A Mobile the subject of loss can be said to have been Lost. Please (see clauses 2, 8 and 10) for more details.

**Mobile:** The mobile phone(s) you have registered for protection (including the Standard Accessories but not including your SIM Card, wireless headphones or wireless speakers). Please see 'Eligibility' (clause 9) below for restrictions on what Additional Equipment can be registered.

**Premium:** Any sums payable by you to us for the Sky Protect Policy.

**SIM Card:** Also known as a subscriber identity module, a smart card that stores data for digital mobile telephone subscribers.

**Sky Equipment:** Your minidish, LNB, any Sky box, associated digital satellite cabling, Sky router (if owned by you), Sky on demand connector and remote control, in each case where applicable. There is no limit to the number of Sky boxes you can have registered provided the Sky boxes are all registered to the same Sky account. Please see 'Eligibility' (clause 9) below for restrictions on what Sky Equipment can be registered.

**Sky Protect Policy:** This insurance policy, which provides the cover set out in these Terms and Conditions.

**Standard Accessories:** The accessories which either were directly supplied with your Mobile or are used with your Mobile, such as battery, charger, protective cases, headphones.

**Theft:** The taking of your Mobile with the intention of permanently depriving you of it, as set out and limited in these terms and conditions. A Mobile the subject of theft can be said to have been **Stolen**. Please see (clauses 2, 8 and 10) for more details.

**We, Us or DGI:** Domestic & General Insurance PLC.

**You:** The customer (the person named in 'Your Personal Details' on the reverse of the welcome letter or renewal notice).

#### 2. What is covered

**a. Accidental Damage:** If your Equipment suffers from Accidental Damage from the start date of your Sky Protect Policy, we will do one of the following: adjust, repair, replace the Equipment or, for Additional Equipment only, pay the cost of replacement. For Sky Equipment, this may involve re-aligning your dish.

**b. Breakdown:** If your Equipment suffers from Breakdown after any relevant manufacturer's warranty, we will do one of the following: adjust, repair, replace the Equipment or, for Additional Equipment only, pay the cost of replacement. For Sky Equipment, this may involve re-aligning your dish.

If your Equipment suffers from Breakdown during any relevant manufacturer's warranty you should call the manufacturer for assistance under your warranty.

If any item of your Sky Equipment is owned by Sky (in which case no manufacturer's warranty applies for that item), and that Sky Equipment suffers from Breakdown from the start date of this policy, we will adjust, repair or replace that Sky Equipment. This may involve re-aligning your dish.

**c. Healthchecks:** You are entitled to call us to receive one Healthcheck during each year of your Sky Protect Policy to ensure that your Sky Equipment is set up properly and is in good working order.

**d. Cover for Standard Accessories (Mobiles only):** The Standard Accessories are only covered under this policy when:

- they suffer accidental damage, breakdown, or are lost or stolen as part of an incident leading to a successful claim on your Mobile itself; or
- we replace your Mobile under this policy with one of a different make or model, and your existing Standard Accessories are incompatible with that model.

In all cases we will arrange to replace the Standard Accessories or pay the cost of replacing the Standard Accessories up to a maximum value of £150 per claim. We will not authorise repairs.

**e. Theft and Loss (Only for Mobiles and if you have selected this cover):** If your Mobile is Stolen from you or Lost by you from the start date of your Sky Protect Policy, we will replace the Mobile. Please see the exclusions that apply to this cover in (clause 10) and (clause 15).

#### 3. Repairs

You must use our approved engineers, unless otherwise agreed with us. Onsite repairs will only be carried out at your address in the United Kingdom, Isle of Man or Channel Islands. You will be advised whether or not your item of Equipment will receive an onsite or offsite repair when you claim. The spare parts used to repair Additional Equipment will be either manufacturer spare parts or equivalent with similar specification. All repairs come with a 90 day product guarantee.

- a. Onsite visits for Sky Equipment:** All onsite visits will take place on a date agreed with you between 8am and 5pm, Monday to Sunday, excluding bank and public holidays. Repairs to Sky Equipment where the minidish, cabling and LNB are located at a height exceeding 30 feet (approximately 9 metres) may be referred to a special heights team and can take longer to complete.
- b. Onsite visits for Additional Equipment:** All onsite visits will take place on a date agreed with you between 9am to 5pm, Monday to Friday, excluding bank and public holidays. You will receive a referral number from us so you can call and book the engineer. Occasionally, if we agree, you may have to pay for a repair yourself and we will reimburse you. Where this occurs you must confirm the cost of the intended repair with the repairer. If the cost of the intended repair is estimated to be more than £125, the engineer should ring our Repair Authority Line on 0800 597 8580 for an authorisation number prior to carrying out the repair.
- c. Offsite repairs for Additional Equipment:** You will receive a referral number from us. We will either at our discretion arrange for a courier, at our cost, to collect your item of Additional Equipment or we will arrange for collection via a drop off point. For Mobiles, we will send you packaging, a returns form, instructions and a prepaid protective envelope for you to send us your Mobile. Your Additional Equipment must be collected and/or posted from within the United Kingdom, Isle of Man or the Channel Islands. We will not pay for collection and/or postage from elsewhere. Once repaired we will arrange for your item of Additional Equipment to be returned to your address or to a collection point at no additional charge.
- d. Preparing your item for repair:**
- i. What to pack for repair:** If the item is a Mobile, any damaged Standard Accessories will also need to be sent in with the damaged Mobile. In all cases, when preparing your item of Equipment please DO NOT pack it with your SIM or memory card, any other accessories or any other items that do not relate to the claim or which you are not claiming for. We will have to destroy any SIM or memory cards we receive, so these should always be removed first before sending your Equipment for repair or replacement. We are unable to recover and return these items. If you believe the fault is connected to the power unit/charging cable then please send this in, but otherwise do not pack these.
  - ii. Removal of blocks:** You must ensure that you remove all blocks from your device, before you send the item of Equipment to us for repair or replacement. This includes any operator specific security system blocks (such as "Find My"). You will need to switch off or uninstall any app, personal PIN locks or operator specific security locks which prevent our access to the item. We will always provide you with an explanation of how to remove these blocks and other items. Failure to remove them or to follow our reasonable instructions on how to deal with them is likely to significantly delay your claim; if we have your item of Equipment in our possession in these cases, we will return it to you without completing the repair or replacement. You will have to pay any additional collection, assessment and/or delivery costs incurred by us as a result and then resubmit the claim.
  - iii. Data backup and clearing:** It is strongly recommended you backup and clear your personal data before you send the item of Equipment for repair. If we carry out a repair we will restore your item of Equipment to factory settings. This will delete any data stored on the item. Please therefore remember to regularly back up your data.

#### 4. Replacements

Any replacement equipment provided will be (at our discretion) one of the following: new, remanufactured or refurbished.

All replacements will be of the same or similar make and technical specification as your original Equipment. We cannot guarantee that a replacement will be the same make, model or colour as your original Equipment. It will not include any stored information that you had added to your original Equipment. We will not transfer your data to a replacement item.

If we replace your Mobile with a different make or model, and you can no longer use your existing Standard Accessories, we will replace the accessories up to a maximum value of £150 per claim.

**Remanufactured replacements:** A remanufactured item is one which has been rebuilt to the same or similar specification of the original manufactured item using a combination of reused, repaired and new parts.

**Refurbished replacements:** A refurbished item is one which may be either used or unused or it may be a defective item that was returned under warranty, repaired and tested for functionality by the original manufacturer, and then resold.

**a. Replacements for Sky Equipment:** We will pay for delivery, installation and set up charges for replacement Sky Equipment at your address. Your Sky Protect Policy will continue to apply in respect of the replacement Sky Equipment until the policy ends or is cancelled. We reserve the right to take possession of your replaced Sky Equipment.

If we cannot reasonably arrange a replacement to be supplied to you, we will provide you with a voucher or cash equivalent instead.

**b. Replacements for Additional Equipment:**

We will pay for delivery for replacement Additional Equipment. All replacement Additional Equipment will be sent to your address at no additional charge. You will need to pay for any installation and set up charges for replacement Additional Equipment. We reserve the right to claim ownership of any replaced Additional Equipment (this includes any Mobile which has been Lost or Stolen and is subsequently recovered after the claim has been approved). We will not arrange or be responsible for any costs that may incur to dispose of your original Equipment if we don't take ownership.

If we cannot reasonably arrange a replacement to be supplied to you, we will provide you with a voucher instead. The voucher will be for the full retail price (from a retailer chosen by us) of a replacement item of the same or similar make and technical specification. The voucher will also pay for delivery. All vouchers will be valid for 12 months from the date of issue. The voucher will be sent either be sent by SMS to your phone or to the last postal address you gave us. If vouchers are not available we will provide a cash equivalent.

**c. What happens after an item of Additional Equipment is replaced:**

If we provide you with a replacement, your policy will continue on the item as if it were the original item of Additional Equipment. Where relevant we will update our records to reflect the IMEI number of your replacement.

If we have provided you with a voucher instead, protection will cease for that item and will not automatically transfer to the replacement. No portion of the Premium will be refunded. Protection for the rest of the Additional Equipment will stay in place until the policy ends or is cancelled or until it is written-off. You can however add any such replacements or other items for cover under the policy, see 'Payment and Your Responsibilities' for information about changing or adding items to the policy.

#### 5. How to claim

Simply call us on 0800 561 4449 (lines open 8am to 8pm 7 days a week) to claim or to book a Healthcheck.

**a. Mobiles**

When you make a Mobile claim, you will be asked for the IMEI

Number. It must match the one that we have registered with us for cover. You must also follow the instructions provided (see 'Offsite repairs for Additional Equipment above).

#### **b. Excess**

Note, you must pay an excess of £75 each time you make a Mobile claim, unless it is within 30 days of you having already paid an excess for a previous Breakdown repair to the same Mobile. The excess will be payable for each Accidental Damage, Theft and Loss claim you make for your Mobile regardless of any previous claim. If we return your Mobile to you and no work has been carried out, you will be entitled to have the excess you have paid refunded to you. If mechanical or electrical breakdown of your Mobile occurs during the manufacturer's guarantee, please contact the manufacturer.

#### **c. Claims for Theft or Loss (Mobiles only)**

In addition to the above, for Theft or Loss claims:

- i.** You should contact the appropriate police authorities as soon as possible, obtain a crime reference number or request a police report. If you are unable to do this, we will still consider your claim but it may affect whether we accept your claim.
- ii.** You should contact your mobile network provider to block your SIM/IMEI Number. The Mobile needs to be blocked before we can proceed with your claim.
- iii.** In some cases you may be asked to provide any of the following:
  - police crime reference number or police report;
  - proof of your ownership of your Mobile at inception of the policy (such as a till receipt, gift receipt, documentation from an online purchase or from your network provider; it should include the make, model and IMEI number);
  - proof of usage by you of your Mobile from policy inception to the claim incident (this evidence can normally be provided by your network provider); and/or
  - proof of forcible entry if applicable (such as a copy of a repairer's invoice for vehicle damage).

If you are unable to supply any requested item, we will still consider your claim but it may affect whether we accept your claim.

#### **d. Claims for Standard Accessories (Mobiles only)**

We will require evidence of purchase of the Standard Accessories, where they were not originally supplied directly with the Mobile. This could be in the form of a photo or screenshot of a receipt. You will also have to send in the Standard Accessories you wish to claim for, when you send in your Mobile for repair.

#### **6. Duration of the Policy**

- a.** The Sky Protect Policy will start on the date we process your application (taking and processing payment details). This is the start date specified in 'Your Policy Details' on the reverse of the welcome letter.
- b.** The policy continues indefinitely until cancelled or ended in accordance with these Terms and Conditions. You should review this cover periodically to ensure it remains suitable for your needs. We will contact you by post, telephone, email or SMS every 12 months to remind you of the benefits and cost of your protection.
- c.** If we provide you with a remanufactured replacement for a breakdown or accidental damage claim for an item of Additional Equipment, your policy will continue on the remanufactured item as if it were the original item of Additional Equipment. In all other cases, you will need to contact us to add a new item of Additional Equipment if you have had an item of your Additional Equipment replaced or you no longer have the item of Additional Equipment (see 'Payment and Your Responsibilities' for information about changing or adding items to the policy).

- d.** Where the Sky Equipment is replaced, the Sky Protect Policy will continue to apply to the replacement equipment until the policy ends or is cancelled.

#### **7. Cancellation**

##### **a. Your cancellation rights**

- i.** You may cancel the Sky Protect Policy at any time within 14 days from receipt of your documentation or from the start date of the policy, whichever is later (the "Cooling Off Period") and you will receive a full refund.
- ii.** After the Cooling Off Period you may cancel the Sky Protect Policy at any time. Note your policy will remain in place until the end of the period for which you have already paid and you will not receive any refund.
- iii.** To cancel the Sky Protect Policy call us on 0800 561 454 (9am to 7pm, 365 days a year). You can also cancel by writing to us at the address detailed within 'Contact Information' (clause 19).
- iv.** If you tell your bank to cancel your Direct Debit Instruction, but do not contact us first, we will not immediately cancel your policy. If you do wish to cancel, please contact us directly to avoid any communications regarding outstanding payments.

##### **b. Our cancellation rights**

- i.** If you cancel your Sky TV subscription contract in its cooling off period, then your Sky Protect Policy will be automatically cancelled with immediate effect and you will receive a full refund. Please refer to your Sky TV contract for details of the cooling off period for your Sky TV contract. Where your Sky TV subscription is brought to an end at any other time, your Sky Protect Policy will remain in place unless you cancel it.
- ii.** We may cancel this policy by giving you at least 7 days' written notice where there is a valid reason for doing so. Valid reasons include but are not limited to the following:
  - Where you fail to co-operate with us or to provide us with information or documentation we reasonably require and this substantially affects our ability to process your claim or deal with your policy;
  - Where you fail to pay for the policy (see clause 9 for further information on how we will attempt to collect payment);
  - Where your equipment contains Inappropriate Content (see clause 9);
  - Where we cannot safely access your equipment to provide repairs; or
  - Where you have used threatening or abusive behaviour or language towards our staff or suppliers.

If we have reasonable grounds to believe that your claim is in any way dishonest, exaggerated or fraudulent then we may cancel the policy immediately without any refund of Premium or excess (please see clause 15 for further details). For all other reasons a refund of any Premium paid for unused days of your policy will be given.

#### **8. Payment and your responsibilities**

##### **a. Payment**

- i.** You must pay the Premium (inclusive of all applicable taxes) monthly by Direct Debit, in accordance with the 'Payments schedule' set out in your policy documentation. If we are unable to collect a payment from your bank we may attempt to request payment again unless you advise us otherwise. We will collect the payment for the first month of the policy approximately two weeks to four weeks after the start date, depending on the payment date you have selected. Payments for all subsequent months will be collected monthly on your selected payment date (or the next working day if a weekend or bank holiday). This means that the second payment may be collected approximately two weeks after the first payment.

If at any time we can't collect an instalment of your Premium from your bank, we may attempt to request payment again.



We may make this request up to four times. If we fail to collect payment your Sky Protect Policy will be suspended until alternative payment details have been supplied and payment for the Sky Protect Policy has been received.

- ii. The Premium payable is fixed for the first year of cover. In the future it may increase. At the start of both the second and third year of cover, the monthly Premium will increase by no more than £1. As a result the total Premium payable for that year will increase by no more than £12, when compared to the previous year. Note, your Premium may also increase by more than the amounts specified above as a result of a change in the taxes charged on insurance premiums and over which we have no control. Any introductory discounts to the Premium will not be taken into account when calculating future adjustments to your Premiums. That is, the future Premiums will be based on the standard rate that would have applied without a discount. After the first three years the premium may increase at our discretion and you will have the right to cancel in accordance with these terms and conditions. In all cases, we will write to you to give you 30 days' notice of any increase in the Premium and you can notify us if you wish to cancel. The notice will show the new amount to pay.

#### b. Registration responsibilities

To be covered under your Sky Protect Policy, any Additional Equipment must have been registered prior to the date on which the claim event occurred.

- i. **How to register:** You can add or remove Additional Equipment to the Sky Protect Policy by contacting us 0800 561 4538, by writing to Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or by emailing us using [info@skyprotect.com](mailto:info@skyprotect.com).  
When you register a new item for protection under this policy you must provide us with the make, model, and IMEI Number of such item (as applicable). This includes replacements provided under this policy.

- ii. **Wait period:** There is a 30 day wait period that applies to any Additional Equipment that you add to the Sky Protect Policy in place of an existing item of Additional Equipment (unless the added item is a replacement arranged by us under this Sky Protect Policy, in which case it will be covered immediately upon its registration). During this wait period you cannot use the Sky Protect Policy for the added item of Additional Equipment.

#### c. Other responsibilities

- i. It is important you regularly back up data as we will not restore any files.
- ii. You must ensure that your Equipment does not contain any content that we may reasonably consider to be illegal (Inappropriate Content). This includes, but is not limited to: indecent images of children; content related to, or intended to, promote/encourage terrorist activities, racist hate crime, or interference with computer systems.
- iii. You must take care of your Mobile. For example, you should not leave it somewhere where it is likely to be Lost or Stolen. If possible when leaving your Mobile somewhere you should lock it out of sight or leave it with someone you trust. If your Mobile is lost, we expect you to make reasonable enquiries to try to find it. We will always take into account where you are and what you were doing when we assess whether you have taken care of your Mobile. If we believe you have not taken care of your Mobile and have knowingly taken a risk with it we may decline your claim.

#### 9. Eligibility

- a. The Sky Protect Policy is only available for Equipment which:
  - i. is working in accordance with the manufacturer's specification when you apply for the Sky Protect Policy;
  - ii. is installed or registered (as applicable) at your address in

the United Kingdom, Isle of Man or the Channel Islands (as specified in 'Your Personal Details' on the reverse of the welcome letter);

- iii. is only used in a non-commercial environment; and
  - iv. is used by a single household (communal dishes for example are not covered).
- b. The Sky Protect Policy is only available for Sky Equipment which:
    - i. has not had unauthorised modifications (this includes without limitation any upgrade not authorised by Sky or the addition of any unauthorised non-approved accessories); and
    - ii. has been installed by Sky approved engineers.
  - c. The Sky Protect Policy is only available for Additional Equipment which:
    - i. has not had unauthorised modifications (this includes without limitation any upgrade not authorised by the manufacturer or addition of any unauthorised non-approved accessories); and
    - ii. has a purchase price of £2,000 or less.
  - d. The Sky Protect Policy is only available for Mobiles which are 3 years old or less at the start of the policy.
  - e. There is no limit to the number of Sky boxes you can register provided all the Sky boxes are registered to the same Sky account.
  - f. The number of items of Additional Equipment that can be registered depends on the Premium option you have selected. The Additional Equipment you have chosen to register along with the Premium is shown on the reverse of your welcome letter. This means there will be a charge if you wish to increase the number of items of Additional Equipment you have registered. Please call us on 0800 561 4538 for details of our different Premium options.
  - g. A Mobile can only be protected under your Sky Protect Policy if the IMEI Number on the Mobile or SIM gate has not been tampered with in any way making the Mobile unidentifiable.

#### 10. What is not covered

- a. The Sky Protect Policy will not provide any services or pay for any costs not expressly set out in the description of the cover (see clause 2).
- b. The Sky Protect Policy will not provide any services or pay for any costs which are covered by a manufacturer's or supplier's warranty, except for breakdown costs on your Sky box.
- c. The Sky Protect Policy will not provide any services or pay for any claims, or impairment to your Equipment's functionality, caused by:
  - i. use for commercial purposes;
  - ii. deliberate or malicious damage; or
  - iii. earthquake, fire, radiation, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion, or the domestic supply of electricity.
- d. The Sky Protect Policy will not provide any services or pay for any costs to resolve problems which arise from or in the event of:
  - i. the Equipment being recalled or subject to modification by Sky, the manufacturer or any other supplier due to a systemic or safety defect or any other reason;
  - ii. faults to the broadband line or faults related to broadband equipment other than the Sky router;
  - iii. property damage caused by the Equipment;
  - iv. the loss of stored information on your Equipment (for example data, downloads, recorded programmes, videos, music and applications);
  - v. any loss, damage or failure occurring before the start of the Sky Protect Policy;
  - vi. any loss or damage to any decoration, fixtures or fittings

which are with your consent removed or replaced in the process of us carrying out the repair work for television under the Sky Protect Policy (unless due to our negligence or recklessness);

- vii. cosmetic damage (such as dents or scratches to the Equipment which does not affect how the Equipment works);
  - viii. your failure to follow the manufacturer's instructions;
  - ix. any unauthorised modifications (this includes without limitation any upgrade not authorised by Sky or the addition of any unauthorised non-approved accessories);
  - x. an installation of Sky Equipment carried out by engineers not approved by Sky;
  - xi. image retention on Additional Equipment;
  - xii. software based malfunction or malware (such as viruses, worms, spyware, adware and Trojan horses);
  - xiii. any loss of the Equipment (unless due to our negligence or recklessness or occurring whilst the Equipment is in our possession or control);
  - xiv. loss or damage to PCMCIA cards or other data cards; or
  - xv. loss of viewing unless covered by the Pledge (see clause 16).
- e. The Sky Protect Policy will not provide any cover or pay for any costs to resolve damage to the Additional Equipment, or impairment to its functionality, caused by lightning, wind, humidity, storm, corrosion.
- f. The Sky Protect Policy will not pay for the cost of:
- i. work carried out on Additional Equipment without a referral number from us or by repairers other than our approved engineers (unless we have agreed for you to pay for a repair yourself);
  - ii. the replacement of any consumables (e.g. fuses and batteries), items not listed as part of the Equipment (e.g. interactive cards, viewing cards and components of an integrated digital television);
  - iii. accessories (such as wireless headphones, wireless speakers, carry cases, leads, chargers, discs and memory sticks, additional TV remote controls, 3D glasses, other than those originally supplied with a console) other than Standard Accessories under £150 damaged, broken or stolen with the Mobile and which are not compatible with the replacement item;
  - iv. disposal, installation and set-up charges for Additional Equipment;
  - v. gaining access to Additional Equipment cables within the fabric of a building or wall;
  - vi. repairs or replacements due to pixel failure where the number or location is within the manufacturer's standard tolerance levels;
  - vii. any unauthorised usage of a Mobile including call costs, data use or lost credit;
  - viii. any damage caused in transit if you have not returned the Additional Equipment for repair in accordance with our instructions, (see clause 3);
  - ix. any cost or loss incurred as a result of not being able to use the Additional Equipment (e.g. any unused subscription fees for Xbox live or Mobile subscription costs or reconnection costs) unless covered by the Pledge; or
  - x. the safe return of any game or disc (e.g. DVD, Blu-Ray, CD, UMD or minidisc) which is inside the Equipment when it is returned for repair.
- g. The Sky Protect Policy will not pay for the cost of:
- i. Loss or Theft as a result of failing to care for your Mobile (see clause 8c);

- ii. Loss or Theft of your Mobile while your Mobile is with a third party appointed to provide a service to you;
  - iii. Loss or Theft (of the Mobile, money or anything else) incurred as a result of the sale or attempted sale of your Mobile;
  - iv. claims for Theft or Loss of a Mobile where you cannot provide proof of your ownership of the Mobile; and
  - v. claims for Theft or Loss of a Mobile where you cannot provide proof of usage by you of your Mobile from policy inception to the claim incident.
- h. For all items of Equipment other than Mobiles, the Sky Protect Policy will not provide any services or pay for any claims, or impairment to your Equipment's functionality, caused by theft or attempted theft.

Below are some examples of when Theft and Loss claims would not be accepted.

Scenario
You knowingly leave your Mobile in a changing room but not in a locked locker and it is taken
You leave your Mobile with a customisation service and they lose it
You send your Mobile through the post and it gets lost except as part of an approved claim with D&G
You sell your Mobile but the purchaser fails to pay

## 11. How to complain

If you wish to complain or you are unhappy with the service provided, please call our Customer Services team on 0800 561 4538 or write to us at the address detailed within 'Contact Information' (clause 19) (noting that your complaint relates to the Sky Protect Policy). 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. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## 12. The Financial Services Compensation Scheme

DGI is covered by the Financial Services Compensation Scheme. If DGI cannot meet its obligations to you under the Sky Protect 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](http://www.fscs.org.uk) or by writing to them at: FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

## 13. Statement of Demands and Needs

We have not given you a personal recommendation as to whether this policy is suitable for your specific needs. This policy meets the demands and needs of those who wish to insure their Sky Equipment and Additional Equipment against Breakdown and Accidental Damage.

## 14. What we do with your information

At Domestic & General we want to reassure you that we use your information both responsibly and securely to provide you with the best possible service. Below we explain what we do with your information and your rights to your information. If you would like any further details you can get in touch with us using the contact details below or visit our website ([www.domesticandgeneral.com](http://www.domesticandgeneral.com)).

### Using your information

Domestic & General Insurance PLC ("we") is the "data controller" of your information. We process two sets of information about you, "Personal Information" (your name, address, contact and payment

details) and the "Goods Information" you provide to register your appliance or device (your name, address, contact and goods details). We'll use your information: (i) as necessary to fulfil our contract with you (including to recover any amounts owing); (ii) for our legitimate interests in: undertaking marketing (about our products and services and those of our third party partners) by post, telephone, email and/or other electronic messaging services; market research; customer surveys; printing services; checking and verifying your identity and contact details; recording your conversations for training, quality and compliance purposes; and for analytics and profiling for marketing purposes; prevent and detect fraud and (iii) where required to do so by law. We may also ask for your consent to some uses of your information.

### Sharing your information

From time to time your Personal Information and Goods Information may also be shared with other members of the Domestic & General Group of Companies (Domestic & General Insurance or Services and other future members of the Group whose details we will notify to you ("Group")), where applicable with Sky UK Limited which is the subject of your protection policy, members of the Sky Group of Companies and with companies acting on our behalf or providing services to us (e.g. the companies we use to carry out repairs, IT & mailing services, storage of paper records and telecommunications). Companies of Sky will process your Personal Information for their legitimate business interests (including marketing and analytics) in accordance with their privacy policy, which can be found at <https://www.sky.com/help/articles/sky-privacy-and-cookies-notice>. The website also provides information on your Sky account, access to Sky controlled data and sets out how your information is managed.

### Transferring your information

In exceptional cases, we may transfer your information to countries outside the European Economic Area (including the US) which may not have data protection laws which provide the same level of protection as provided in the UK. We have put in place Model Clauses as an appropriate safeguard to ensure that such information is adequately secured and protected and that such transfers meet the requirements of applicable data protection law.

### Keeping your information

We keep your Personal Information for six years after you terminate your policy so that we can deal with any claims. Your goods information we keep for a bit longer, normally 10 years (the average life of an appliance) for health and safety. We also keep your information to send you marketing that you might be interested in, unless we receive a request from you to opt-out of marketing.

### Rights to your information

By writing to the Data Protection Officer using the contact details provided below, you have the right to ask us:

- for a copy of the Personal Information we hold about you;
- for a copy of the Personal Information you provided to us to be sent to you or a third party in a commonly used, machine readable format;
- to update or correct your Personal Information to keep it accurate;
- to delete your Personal Information from our records if it is no longer needed for the original purpose; and
- to restrict the processing of your Personal Information in certain circumstances.

And you may also:

- object to us processing your Personal Information – in which case we will either agree to stop processing or explain why we're unable to; and
- where we rely on your consent, withdraw that consent at any time.

Please note that the above rights are not absolute and certain exemptions apply to them.

You can also make a complaint to the Information Commissioner ([www.ico.org.uk](http://www.ico.org.uk)) if you feel your Personal Information has been mishandled.

### Marketing

We, along with other members of our Group, will not use your information for any marketing related activities, other than in relation to Sky Protect products or services which may be of interest to you. We may contact you by post, telephone, email and/or other electronic messaging services. To change your marketing preference, let us know by emailing [marketingpreferences@domesticandgeneral.com](mailto:marketingpreferences@domesticandgeneral.com) or by writing to us using the contact details provided below.

Sky UK Limited and members of the Sky Group of Companies may use your information to tell you about any offers, products or services which may be of interest to you. They may contact you by mail, telephone, email and/or other electronic messaging services. To change your marketing preference with them, you'll need to contact them directly on 03442 41 41 41, send an email to [MySky@Sky.uk](mailto:MySky@Sky.uk) or write to them at Sky UK Limited, Grant Way, Isleworth, Middlesex, TW7 5QD.

### Contact details

If you need to contact us about your information or your information rights, or to see a copy of our Model Clauses, please write to: Freepost Plus RTKS-CLRA-GRYE, Data Protection Officer, Domestic & General, Leicester House, 17 Leicester Street, Bedworth CV12 8JP or [dataprotection@domesticandgeneral.com](mailto:dataprotection@domesticandgeneral.com) and we'll be happy to help you.

### 15. Fraudulent activity

We may provide your details to third parties in order to detect possible fraudulent activity. If you (or anyone acting for you) provides false information or makes a claim under this policy knowing the claim to be dishonest, exaggerated or fraudulent, then we may:

- a. decline your claim and immediately cancel your policy without any refund of Premium or excess paid (this is not a penalty but to cover our administration costs);
- b. recover from you the cost of any claim already paid to you under this policy and the cost of any investigation into a fraudulent claim under this policy (and we may initiate legal proceedings to do so);
- c. report you to the relevant authorities, including the police;
- d. put the details of the fraudulent claim onto a Register of Claims through which insurers share information to prevent fraudulent claims. A list of participants names and addresses are available on request.

### 16. The Service Pledge for Sky Equipment

- a. Subject to your policy coverage and exclusions (see clauses 2 and 10): if you have made a valid claim before 4pm and we cannot:
  - i. repair or replace your Sky box, dish (including LNB) or cabling; or
  - ii. provide you with a repaired or replacement Sky router, by the end of the next day (excluding bank or public holidays) of you telling us about your claim you will be entitled to a refund to be credited to your Sky TV customer account of a week's worth of your Sky TV subscription (the "Pledge") calculated in accordance with 16.g below. Bank or public holidays are not included when calculating the 1 day period under the Pledge. The Pledge only covers the core components of your Sky Equipment that are fixed through engineer visits – the Sky box, dish (including LNB) and cabling, plus the Sky router which will be sent to you by post. None of your other Sky Equipment is covered by the Pledge; however where other items of Sky Equipment are sent to you by post we will still endeavour to post you a replacement for these components the next working day (i.e.



Monday – Friday, excluding bank and public holidays).

- b.** You are only entitled to one Pledge refund for each claim made under the policy, regardless of how many problems are identified or how many components of the Sky Equipment are affected.
- c.** If you make a claim under your policy and we cannot resolve the problem over the telephone, we will offer you the first available appointment for an engineer visit.
- d.** If we cannot offer you an engineer visit within the terms of the Pledge, you will automatically be issued the Pledge refund via a credit on your Sky TV subscription bill (see 16.g below).
- e.** If:
  - i.** you accept an engineer visit within the terms of the Pledge but we do not successfully repair or replace your Sky box, dish, LNB or cabling (as appropriate) within such period; or
  - ii.** we do not provide you with a repaired or replacement Sky router within the terms of the Pledge, you will need to claim the Pledge refund by calling 0800 561 4538. You have 31 days from the end of the day you originally made your claim to do this, otherwise your right to claim the Pledge refund will expire. You will be issued the Pledge refund via a credit on your Sky TV subscription bill (see 16.g below).
- f.** If you decline or are unavailable for an engineer visit for a time that would fall within the terms of the Pledge (for example, because you would rather have the engineer visit at a different time) or are not at home when the engineer visits at the agreed time or when we try to deliver the Sky router, then you will not be entitled to a Pledge refund in this instance.
- g.** We will use the monthly cost of your Sky TV subscription (in force on the day that a Pledge refund is made) to calculate your Pledge refund. A week's worth of your subscription is calculated by dividing the monthly cost of your Sky TV subscription by the number of days in the month and then multiplying it by 7. The Pledge refund excludes all Sky products and services other than your core Sky TV monthly subscription (e.g. the monthly Sky Broadband subscription, Sky Fibre Broadband, Sky Talk subscription, Sky Line Rental, Sky Store, Sky Box Office, other pay-per-view services or any other additional charges are excluded). Once issued, the Pledge refund will appear on either your next bill or the one after to allow for sufficient time to apply a credit before the bill issues.
- h.** The Pledge will only be provided to customers with an active Sky TV account at the time the Pledge refund is payable.

### 17. Sky Q box swap

As a thank you for being a Sky Protect customer, we have arranged with Sky that if you are a Sky Q customer and have had a Sky Protect policy for three years, you can call us to receive the latest Sky box (for your subscription) from Sky at no additional charge. Note, Sky will only provide you with the latest box for the Sky subscription package that you pay for. This means for example that if you currently have a 1TB box, you will receive a 1TB box. However you will get the latest version of the box type. The Sky box will be sent to your home address at no additional charge. If you wish to have an engineer come out to you to fit the Sky box, installation costs will be payable to Sky.

### 18. General conditions and information

- a.** If you contact us electronically, we may collect your electronic identifier (for example the internet protocol (IP) address or phone number supplied by your service provider).
- b.** Your Sky Protect Policy will also cover any upgrades to your Sky Equipment. Your cover can not be transferred to any other equipment, other than a replacement added to the policy.
- c.** This Sky Protect Policy is for your benefit only. No rights or benefits will be given to any other third party under the Sky Protect Policy. The provisions of the Contracts (Rights of Third Parties) Act 1999 will not apply.

- d.** Please ensure we are informed if you move house, or if your personal details change; please do this by calling us on 0800 561 4538. It only takes a couple of minutes to update your records and will help ensure you always receive any information regarding your Sky Protect Policy.
- e.** At any time we may modify or replace these Policy Terms and Conditions in order to:
  - i.** comply with the law, regulations, industry guidance and codes of practice;
  - ii.** rectify errors or ambiguities; and
  - iii.** improve the scope or nature of the cover provided to you.

After the first three years of the policy we may modify or replace these terms and conditions for other reasons.

In all cases we will give you 30 days' written notice of any change that could have a material effect on your rights against us or liabilities to us. If you do not agree with the changes, you must notify us during this period if you no longer want the Sky Protect Policy, and we will cancel the policy immediately and provide refunds in accordance with (clause 7.b.ii). Otherwise all changes will be deemed to have been accepted by you.

- f.** The Sky Protect Policy will not be valid if a) any information you give us is false, exaggerated, or misleading; or b) if you fail to provide any relevant information which we have requested.
- g.** The Sky Protect Policy is governed by English law and all communications concerning the Sky Protect Policy will be in English.
- h.** Nothing in these conditions will reduce or affect your statutory rights relating to the quality of any purchase or the way it was described. For further information about your statutory rights contact the Citizens Advice Bureau: [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or 03454 04 05 06.

### 19. Contact information

You can contact us on 0800 561 4538 or write to us at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or email us using [info@skyprotect.com](mailto:info@skyprotect.com)

### 20. 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 on 0800 561 4538, by writing to Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or by emailing us using [info@skyprotect.com](mailto:info@skyprotect.com)

#### Provided by

Sky Protect is provided by Domestic & General Insurance PLC, Registered office: Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS.

Registered in England and Wales. Company No. 485850.

Domestic & General Insurance PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Our address and details of our authorisation can be checked on the FCA website (<https://register.fca.org.uk>).

## OTHER IMPORTANT INFORMATION

### Changes we need to know about

You must tell us immediately if (i) you change your address and contact details; or (ii) you cease to have any of the Equipment which is covered by your Sky Protect Policy.

As your circumstances may change over time it is important that you review the Policy Terms and Conditions regularly to check that you remain eligible and the cover meets your needs.

### Regulatory status

**Sky UK Limited** introduces Sky Protect, which is provided by Domestic & General Insurance PLC. Sky UK Limited is an introducer appointed representative of Domestic & General Insurance PLC, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Sky UK Limited (Registered in England and Wales. Company No. 02906991) has its registered office at Grant Way, Isleworth, Middlesex TW7 5QD.

**Sky In-Home Service Limited** introduces Sky Protect, which is provided by Domestic & General Insurance PLC. Sky In-Home Service Limited is an appointed representative of Domestic & General Insurance PLC, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Sky In-Home Service Limited (Registered in England and Wales. Company No. 02067075) has its registered office at Grant Way, Isleworth, Middlesex TW7 5QD.

**Domestic & General Services Limited** arranges and administers Sky Protect. You will not receive advice or recommendation from Domestic & General Services Limited, as such it is your responsibility to decide whether the policy meets your demands and needs. You will not pay a fee for its performance of this role. Domestic & General Services Limited only offers products from Domestic & General Insurance PLC. Domestic & General Services Limited is an appointed representative of Domestic & General Insurance PLC, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

**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 <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768. Domestic & General Insurance PLC's Financial Services Register Number is 202111. The registered address of both Domestic & General Services Limited and Domestic & General Insurance PLC is Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS. Both companies are members of the same group.

### Applicable law

The Sky Protect Policy is governed by English law and all communications concerning the Sky Protect Policy will be in English. Nothing in the conditions will reduce or affect your statutory rights; for further information about your statutory rights contact the Citizens Advice Bureau: [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or 03454 04 05 06.

### Call charges

Calls cost the basic rate per 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.