

Mobile Phone Accidental Damage Cover Policy Terms and Conditions

1. Period of Insurance



Start date As shown on your Schedule of Insurance.

End date All cover under this Policy ends on the earliest of:

- the expiry date shown on your Schedule of Insurance; or
- the settlement of a 3rd accidental damage claim; or
- the date you receive an Amazon Gift Card claim code (or alternative selected by the Insurer) following any claim; or
- the date which you inform us you want to cancel your Policy.

2. Scope of Cover



Accidental damage

We cover you against physical damage to your phone caused by unexpected and/or unintentional incidents that are accidental in nature. This includes drops and falls, liquid spills or submersion and weather damage caused by incidents such as rain and high winds. Your phone is covered worldwide with a local repair option available.

If your phone suffers accidental damage we will replace your phone with one of the same model. If we are unable to replace your phone with one of the same model, we will offer you the choice of:

- (a) an alternative phone - of the same or comparable brand and equivalent technical specification (as determined by us), where available and sold as new by Amazon via www.amazon.co.uk on the day of requesting a settlement, with a value not exceeding the original purchase price of your phone. The alternative phone will be new and will be provided with a new guarantee; or
- (b) an Amazon Gift Card claim code (or alternative selected by the Insurer) to the value of an alternative phone (see (a) above). If such a phone is not available we will determine the Gift Card claim code value by considering the current retail market price of an identical or equivalent specification phone.

If you have reached the limit of 3 accidental damage claims, or you select option (b) your Policy will end.

For phones valued above £150, if you have data on your phone that you would like us to try to retain, please see 'Repair option' in Section 4 'Claims'.

Breakdown

We cover you against your phone becoming faulty as a result of internal mechanical or electrical failure. External causes, such as weather are classed as accidental damage (see above). Your phone is covered worldwide with a local repair option available.

If your phone suffers a breakdown we will replace your phone with one of the same model. If we are unable to replace your phone with one of the same model, we will offer you the choice of:

- (a) an alternative phone - of the same or comparable brand and equivalent technical specification (as determined by us), where available and sold as new by Amazon via www.amazon.co.uk on the day of requesting a settlement, with a value not exceeding the original purchase price of your phone. The alternative phone will be new and will be provided with a new guarantee; or
- (b) an Amazon Gift Card claim code (or alternative selected by the Insurer) to the value of an alternative phone (see (a) above). If such a phone is not available we will determine the Gift Card claim code value by considering the current retail market price of an identical or equivalent specification phone.

If you select option (b) your Policy will end.

For phones valued above £150, if you have data on your phone that you would like us to try to retain, please see 'Repair option' in Section 4 'Claims'.

Replacement phones

We may provide "Grade A" refurbished (not brand new) phones. If you receive a refurbished phone from us, this Policy will cover breakdown claims for the remainder of the original manufacturer guarantee period.

3. General Requirements and Exclusions



Requirement/Exclusion

Explanation

New phones only

This Policy must be purchased on the same day as the phone being insured. It only covers phones purchased via www.amazon.co.uk as new and covered by a manufacturer guarantee of at least one year (or replacement phones provided by us).

Personal use only

This Policy only covers the phone where it is used for personal purposes. There is no cover for business or commercial use.

18+

You must be 18 years or older to purchase this insurance.

UK residents only

This Policy is limited to items purchased by UK residents.

Intentional or malicious damage to your phone

We will not provide cover if your phone is intentionally or maliciously damaged. You must take reasonable care of your phone.

Loss of your phone

This Policy does not cover loss or theft of your phone.

Cosmetic damage

Cosmetic damage such as scratches, dents and corrosion that doesn't impact the function and use of your phone is not covered.

Where you do not have proof of ownership

You may not be covered if you cannot provide a copy of the original Amazon online purchase documentation (or details of the phone having been replaced by us) to show that the phone is yours. A record of your [purchase history](#) can be found on Amazon under "My Account".

Viruses

Breakdown due to malicious software is not covered.

Software

We will not provide cover if your phone stops working due to software faults or updates.

Contents of phone

Any pictures, software, downloads, apps, music or any other content stored on your phone are not covered by this Policy.
(See details of our 'Repair option' in Section 4 'Claims')

Accessories

Cover is not provided for any accessories that were not included with the phone when new.

Manufacturer recall

This Policy does not cover any faults which relate to a manufacturer recall of your phone, or any costs covered under the original manufacturer guarantee.

Other costs or losses

We will only cover the cost of replacing or repairing the phone. We will not cover any other cost or consequential loss, e.g. not being able to use the phone or time you take off work.

Modification or unauthorised repairs

We will not provide cover if your phone has been modified or repaired other than by the manufacturer, a manufacturer approved repairer or a repair agent authorised by us.

Misuse

You must follow the manufacturer guidelines and take reasonable care of your phone, otherwise your claim may be declined.

4. Claims



Making a claim

1. Before contacting us, look for visible causes of the fault, and consult any fault finding guide in the manufacturer handbook.
2. Call us on 0303 313 0001 between 8:30am and 9pm Monday to Friday and between 10am and 7pm Saturday to Sunday or contact us by email at: claims@amazonprotect.co.uk or write to us at Amazon Protect, Vantage Point Business Village, Mitcheldean, GL17 0DD, United Kingdom.
3. In the first instance, our technical helpline will attempt to get your phone working again. If this is not possible, we will arrange for your phone to be replaced. We will arrange a convenient time and place with yourself for a courier to collect your faulty phone and provide you with a replacement or alternative.
4. If you have data on your phone that you would like us to try to retain, please see 'Repair Option' below.

Notes on claims

We will always do our best to make sure that you are satisfied with the outcome of the claim, however if you are not, please follow the complaints process in Section 6 'General Queries and Complaints'. Phones that are replaced may be retained by us.

Worldwide

If your phone suffers a breakdown or accidental damage while you are abroad, call us first for authorisation for a local repair from a manufacturer-approved repairer. We will agree a maximum repair cost and will reimburse you upon receipt of an official invoice or confirmation of payment. Alternatively, if it can wait, we can process your claim when you return home.

Repair option (for phones costing £150 or more)

In the event of a breakdown or accidental damage claim where you have data on your phone you would like us to try to retain, you may ask us to attempt a repair. Doing so will take us longer and the chance of success will depend on the nature and extent of the fault or damage. If we are unable to repair your phone you will be offered a settlement as described in Section 2 'Scope of Cover'.

5. Cancellation and Refund



You can cancel your Policy within 45 days of the later date of: (i) the date of purchase of your Policy, or (ii) the date on which you receive your Policy documentation. If you wish to cancel during this period you will be given a full refund of the premium paid.

Following the expiry of your 45 days cooling-off period you continue to have the right to cancel this Policy. If you do so, you will be entitled to a proportional refund based on the number of full unexpired days of cover remaining.

We will extend the full refund period in line with any Amazon Extended Christmas Return Policy that was active at the time this cover was purchased.

Should you wish to cancel your Policy, please call us on 0303 313 0001, or email us at enquiries@amazonprotect.co.uk or write to us at Amazon Protect, Vantage Point Business Village, Mitcheldean, GL17 0DD, United Kingdom.

We may cancel your Policy if there has been a breach of Section 10 'Obligation to provide accurate information' or in the event of war or foreign hostility in your country of residence. In the event of war or foreign hostility, you will be entitled to a refund of premium in accordance with the guidance above.

6. General Queries and Complaints



If you have a general query, please email us at: enquiries@amazonprotect.co.uk, or call us on 0303 313 0001.

If you have a complaint regarding this Policy, please contact us by email at: complaints@amazonprotect.co.uk, or call us on 0303 313 0001, or write to us at Amazon Protect, Customer Relations, Vantage Point Business Village, Mitcheldean, GL17 0DD, United Kingdom.

If your complaint is not resolved to your satisfaction you may within 6 months of a final decision contact the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR, or by telephone: 0800 023 4567 or 0300 123 9123. Website www.financial-ombudsman.org.uk. Alternatively you may use the European Commission's Online Dispute Resolution website at <http://ec.europa.eu/consumers/odr/>.

7. Changing your details



If you need to update the details we have for you then please email us at enquiries@amazonprotect.co.uk, call us on 0303 313 0001, or write to us at Amazon Protect, Vantage Point Business Village, Mitcheldean, GL17 0DD, United Kingdom. Any change of information will be made free of charge.

8. Transfer of Policy



If you sell or give the phone to someone else then please call us on 0303 313 0001, email us at enquiries@amazonprotect.co.uk or write to us at Amazon Protect, Vantage Point Business Village, Mitcheldean, GL17 0DD, United Kingdom. You will need to provide the recipient of your phone with a copy of the original Amazon online purchase documentation of the phone (or details of any replacement provided by us) as this will be required in order to make a claim under this Policy. Any transfer of Policy will be made free of charge.

9. Law and Jurisdiction



Unless agreed otherwise, prior to the Policy start date, English law applies to this Policy and the parties shall submit to the non-exclusive jurisdiction of the Courts of England.

10. Obligation to provide accurate information



When applying for or varying this Policy or submitting a claim, you or anyone acting on your behalf must take reasonable care to answer all questions honestly and to the best of your knowledge. Failure to do so may affect the validity of your Policy or the payment of your claim.

If you make any claim which we consider to be fraudulent, unfounded or exaggerated, all benefits under this Policy will be lost and we will seek to recover any benefits paid under such a claim.

11. Compensation Scheme



London General Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our liabilities. General insurance contracts are covered for 90% of the entire claim without any upper limit. You can get more information about the compensation scheme arrangements by contacting the FSCS on 0800 678 1100 or 020 7741 4100.

12. Data Protection



The data you supply will be used by us to deliver the benefits, administration and renewals for your Policy and for market research. We may also provide your details to third parties for the aforementioned purposes. Please note that telephone calls may be recorded for training and monitoring purposes. Your data will at all times be held securely and handled with the utmost care in accordance with all requirements of English and EU Data Protection law. We may use your details for the prevention of fraud, including adding your details to a register of claims, to satisfy anti-money laundering and anti-financial crime requirements, and to meet other legal requirements.

In the course of administering your Policy your data may be transferred outside the EU. Any transfer of data will be managed in accordance with the requirements of English and EU Data Protection law.

Your details will not be kept for longer than necessary. You may obtain a copy of the data held about you by contacting us by email at enquiries@amazonprotect.co.uk, calling us on 0303 313 0001 or writing to us at Amazon Protect, Vantage Point Business Village, Mitcheldean, GL17 0DD, United Kingdom.

13. Insurer



This Policy is underwritten by London General Insurance Company Limited (company number 1865673) whose registered head office is at TWENTY Kingston Road, Staines-upon-Thames, Surrey TW18 4LG. London General Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, FRN 202689.

14. Terms available in alternative formats



This document and all our literature is available in audio or Braille. We will be happy to provide you with a copy on request, please call us on 0303 313 0001, email enquiries@amazonprotect.co.uk, or write to us at Amazon Protect, Customer Relations, Vantage Point Business Village, Mitcheldean, GL17 0DD, United Kingdom.

15. Change of Insurer



This Policy has been provided pursuant to arrangements made by Amazon Services Europe Sarl ("ASE") with the insurer. In certain circumstances, ASE may decide to replace the insurer. You agree that ASE may replace the insurer at any time by arranging a policy with another insurer which gives you equivalent rights and scope of cover. You authorise ASE to enter into any such equivalent policy on your behalf. You will however be notified before this happens and given the opportunity to cancel the policy without any penalty if you do not accept this change.