

## POLICY TERMS AND CONDITIONS

It is important for your benefit and protection that you read these terms and conditions (including the 'Special conditions' section). These terms and conditions, and any changes we notify you about, form your agreement with us. We have not given you a personal recommendation as to whether this policy is suitable for your needs.

#### Definitions

policy: this contract of insurance.

**product(s):** the jewellery, watch or item protected by this policy. **we/us/our:** Domestic & General Insurance PLC, the provider of the policy.

you/your: the customer.

#### Eligibility

You must be at least 18 years old and resident in the United Kingdom or Channel Islands to be eligible. Your product must be in good working order (for watches) or undamaged (for jewellery and other items) when this policy starts. You can only purchase this policy within the first 30 days of buying the product.

#### Important conditions

The following conditions apply to this policy:

- All information you give must be true, factual and not misleading when you take out the policy and when you make a claim.
- Your product must have been maintained and used in accordance with the manufacturer's instructions.
- Your product must be owned by you.

If you do not comply with the conditions and the eligibility requirements above, we may terminate your policy.

#### What this policy covers

#### Accidental damage

If your product suffers accidental damage (i.e. physical damage as a result of a sudden cause that means that the product is no longer in good working order or broken, damaged or incomplete), we will either authorise a repair or arrange a replacement from an H Samuel store.

#### Breakdown (for watches)

If your product suffers a mechanical or electrical breakdown after the end of the manufacturer's parts and labour guarantee period, we will either authorise a repair or arrange a replacement from an H Samuel store.

#### Theft with force or break-in

If your product is taken by force or break-in, we will arrange a replacement from an H Samuel store.

#### What is force?

When we refer to force under "theft with force or break-in" above, we mean a physical act to take a product. Below are some examples of where we would and would not accept a claim.

Scenario	Would your claim be accepted?
Someone opens a window in your home to gain access to your home and takes your product	Yes
Someone opens the door to your hotel room and takes your product	Yes
Someone grabs your bag (containing your product) from your shoulder	Yes

Someone snatches your product from your hand	Yes
You don't know that your product is missing until after it has already gone i.e. pickpocketing or loss	No
You leave your product in a changing room but not in a locked locker and your product is taken	No
You leave your product on a bus or in a taxi	No

#### Worldwide cover

We will provide worldwide cover against theft with force or break in, accidental damage and (for watches only) breakdown.

Claims arising outside the United Kingdom or Channels Islands will only be settled once you return to the United Kingdom or Channel Islands as appropriate.

#### Inspection service (for jewellery)

Once a year you can visit any H Samuel store to receive an inspection of your product to make sure everything is intact and safely mounted. As part of this service your item will also be cleaned where possible.

### How to make a claim

#### **Claims for theft**

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

- 1. Contact the appropriate police authorities as soon as possible, requesting a crime reference number.
- Attend in person to any H Samuel store as soon as possible and within 30 days of you becoming aware of the incident or of your return from abroad, with your crime reference number, and either i) for policies sold in-store, the leaflet and the receipt(s) for both your policy and your product; or (ii) for policies sold online, your policy document.

If you are unable to do these things in these timescales we will still consider your claim but it may affect whether we accept your claim.

You may also be asked to provide documentation such as:

- a police report (or equivalent);
- proof of damage sustained during entry if applicable (such as a copy of a repairer's invoice for vehicle damage).

#### Breakdown (for watches) and accidental damage claims

Return to any H Samuel store with your product, and either (i) for policies sold in-store the leaflet and the receipt(s) for both your policy and your product; or (ii) for policies sold online, your policy document. Note, if your product breaks down or is damaged, you must take reasonable steps to limit damage, e.g. stop using it if this is likely to cause further damage.

We will always (subject to the terms and conditions of this policy) arrange for the repair of your product, unless it cannot be repaired by our approved repairers, the spare parts cannot by obtained by our approved repairers; or we deem it to be beyond economical repair. If a repair is authorised, H Samuel will send your product away to our approved repairer. Only repairers approved by us are authorised to carry out repairs under this policy, unless we agree otherwise in advance. Once repaired H Samuel will contact you so you can collect your product from the same store. Please note that the time required to complete the repair of a watch can vary based on the type of the watch and the nature of the repair needed. In some cases repairs can take months rather than weeks.



#### Replacements

- If we authorise a replacement, we will arrange to replace your product with an exact replacement product, subject to these terms and conditions. If an exact replacement is not available, we will arrange the replacement of your product with alternative goods of your choice from H Samuel stock to the value documented on the certificate of insurance (as shown as the full selling price, FSP). You must return to an H Samuel store to receive your replacement product. We will not arrange or pay for the replacement product to be delivered.
- 2. You must bring the original product with you into store (unless it has been stolen). It will become our property.
- 3. If we arrange to replace your product, your policy will end immediately. No premium paid will be refunded. If you wish to have the replacement goods insured you must purchase a new policy.

#### **General exclusions**

Unless they are listed under the 'Special conditions' section or the 'What this policy covers' section, the following are excluded from the policy:

- Any breakdown costs already covered by any manufacturer's, supplier's or repairer's guarantee or warranty on a product.
- Replacement or recall of the product (or any part) by a supplier or the manufacturer.
- Your failure to follow the manufacturer's instructions.
- Routine servicing, maintenance, alteration, adjustments or restoration.
- Replacement of, or adjustment to straps, fittings or batteries.
- Any costs or losses other than accidental damage, breakdown and theft of the product.
- Normal wear and tear, denting, scratching or any gradual deterioration.
- Any loss, damage or impairment to functionality caused by: neglect or deliberate damage.
- Any loss, damage or impairment to functionality caused by: earthquake, flood, lightning, fire, wind, humidity, weather conditions, salt spray, storm or other natural events or catastrophes, abnormally high or low temperatures, corrosion, chemical exposure, radiation, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion, man-made events or catastrophes or technological hazards (such as computer viruses or date-change faults).
- Fraud or attempted fraud, or where the condition of the product is not consistent with the claim you made.
- Any claim whilst the product is in another person's possession.
- Your failure to provide requested documentation which affects our ability to properly assess or investigate your claim.
- Any claim for loss (except the loss of parts which are covered under accidental damage).
- Theft where your product is not taken by force (for example pickpocketing).
- Theft from a safe, vehicle or boot where it is not locked.
- Theft from premises where force is not used to enter the premises.

#### Paying your premium

You must pay the total premium (inclusive of all applicable taxes) in one payment in full before the policy will start. Where you are paying your premium in advance in one payment, Signet Trading Limited, trading as H Samuel, will hold your premium as agent for DGI and use it to pay refunds, if you cancel your policy in the cooling off period. Any premium you pay is taken to be received by DGI as soon as it has been paid by you.

### **Duration of your policy**

The policy period begins for policies sold in store on the date of purchase and for policies sold online on the date of delivery of your product. The policy continues for the selected period, as shown on your receipt or your certificate of insurance (unless ended in accordance with these terms and conditions). You should review this cover periodically to ensure it remains adequate.

#### Cancellation and ending of the policy Cooling off period – Changing your mind

- 1. The 'cooling off period' is the thirty (30) day period from receipt of your documentation or from the policy start date, whichever is later
- If you change your mind during the cooling off period, you can cancel your policy and we'll refund any premium paid.
- 3. If your policy automatically ends or is cancelled by us, these rights do not apply (see 'Our right to cancel your policy or to bring it to an end' below).

#### After the cooling off period

If you cancel your policy after the cooling off period, then we'll refund the premium paid by you for the remaining full months of your policy.

For example, if you have a five-year policy and request that your policy is cancelled at any point during the eighteenth month, you will be entitled to a refund for the remaining full 42 months. This will be calculated as 42/60th of the premium you have paid.

#### How to cancel

If you wish to cancel your policy during the first 30 days and it was purchased in store, please return to a store with your documentation and receipt. In all other cases, to cancel your policy, please write to us at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP, United Kingdom. You will need to send in your documentation and certificate.

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

- 1. If at any time we replace your product, your policy will automatically end and no refund will be due (see 'Replacements' above).
- 2. If we have reasonable grounds to suspect that your claim is in any way dishonest, exaggerated or fraudulent then we may cancel the policy immediately (as well as any other policies you have with us) without any refund of premium or excess (see 'Fraudulent activity' below).
- If you fail to comply with certain conditions (see 'Important conditions' above) we may bring your policy to an end and we won't provide any further services to you under the policy. We'll refund all premium payments you have made during the current period of the policy.
- 4. We reserve the right to cancel your policy by giving you fourteen (14) days' notice. We may cancel this policy as well as any other policies you have with us by giving you at least 7 days' written notice where you have (or anyone acting for you has) previously engaged in fraudulent activity and/or provided us with false information (see 'Fraudulent activity' below). In each case, you will receive a refund of any premium paid for unused days of your policy
- 5. In each case, we'll confirm any such ending or cancellation of the policy in writing to the last address you gave us.

### **Customer services details**

For customer services: call 0800 597 8622, write to us at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or email us by clicking on 'contact us' on our website: www.domesticandgeneral.com

Calls may be recorded and monitored for quality and training purposes. Lines are open, at a minimum, from 9am to 5pm, Monday to Friday (except public holidays).

If you have any feedback on your instore experience please contact H Samuel on 0800 458 1065, write to customer.services@hsamuel.co.uk or to Customer Services, Signet Trading Limited, Hunters Road, Hockley, Birmingham B191DS.



### How to complain

If you wish to complain or you are unhappy with any aspect of this policy, please contact Domestic & General Insurance PLC's customer services team (see 'Customer services details' above).

If you are not satisfied with how we respond and if your complaint relates to your policy or how your policy was sold to you, you can ask the Financial Ombudsman Service (FOS) to review your case. They can be contacted at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR, or by email at: complaint.info@financial-ombudsman.org.uk

Referral of your complaint to the FOS does not affect your right to take legal proceedings.

### Transferring your policy

You cannot transfer your policy to any other product.

### Changes to these terms and conditions

We may modify or replace these terms and conditions in order to:

- Comply with the law, regulations, industry guidance or codes of practice;
- Rectify errors or ambiguities; and
- Reflect changes in the scope or nature of the protection provided to you.

We will give you thirty (30) days' written notice of any change that could affect your rights or obligations and provide you with a brief explanation of such changes. The new terms and conditions will take effect from the date specified in the notice. If you do not agree with the changes, you may cancel the policy by notifying us within that notice period and you will receive a pro rata refund of any payments that you have made for the unexpired period of your policy.

## Your information

Domestic & General Insurance PLC ("we", "our", "us") is the "data controller" of your personal information for the purposes of applicable data protection legislation. The personal information (including your: name, address, contact details, payment details) you provide will be processed for the purposes referred to below.

We'll keep your personal information for all processing described below for a period of six years following the termination of your plan so we can deal with any claims made in relation to the plan. We may also continue to retain your personal information for marketing purposes, unless and until we receive a request from you to opt-out of marketing (see Marketing section below).

We may transfer your information to countries (including the US) which may not have data protection laws which provide the same level of protection as provided in the UK. Where this occurs we use the European Commission approved 'Model Clauses' as an appropriate safeguard to ensure that such information is adequately secured and protected.

### Purposes of processing

We'll use your information (which you or others e.g. product manufacturers have provided to us) as necessary for the contract with you, to provide the requested service and for administration purposes (including, where applicable, the recovery of any amounts owing, and to undertake address searches (returned mail).

We also use your information for the purposes of our legitimate interests in undertaking marketing (post), market research, customer surveys, printing services, checking and verifying your identity and contact details, recording your conversations for training, quality and compliance purposes, for analytics and profiling for marketing purposes.

Where we have your consent we will send you marketing (about our products and services and those of our third party partners) by email and/or SMS to the address and number provided when you purchased a plan. We require your consent to process your personal data for some conversion services, (Braille, Large Print, Audio) you have requested. Occasionally, the companies we use to carry out repairs may process the information stored on your devices while repairing those devices.

We may also process your personal information when required to do so by law, for example if we receive a request from law enforcement or other government officials.

## Disclosures of your information

Your information may also be shared with other members of the Domestic & General Group of Companies, with Signet Trading Limited, trading as H Samuel and with companies acting on our behalf or providing services to us (e.g. the companies we use to carry out repairs). Signet Trading Limited will process your personal information for their legitimate business interests (which interests include (without limitation) marketing and analytics) in accordance with their privacy policy, which can be found at https://www.hsamuel.co.uk

#### Your information rights

By writing to the Data Protection Officer using the 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 provided to you or sent to 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
- 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
- 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) if you feel your personal information has been mishandled.

### Marketing

We, along with other members of our Group of Companies and Signet Trading Limited, may use your information to tell you about any offers, products or services which may be of interest to you. We may contact you by mail, telephone, email and/or other electronic messaging services.

If you wish to change your marketing preferences in relation to information received from us (or other members of our Group of Companies), please use the contact details below.

If you wish to opt out of receiving marketing information from Signet Trading Limited please let them know by writing to H.Samuel PO Box 7578, Birmingham B26 3FD or telephone customer services on 0800 458 1065.

#### **Domestic & General's contact details**

To contact Domestic & General about the processing of your information or your information rights, write to: Freepost Plus RTKS-CLRA-GRYE, Data Protection Officer, Domestic & General, Leicester House, 17 Leicester Street, Bedworth CV12 8JP or dataprotection@domesticandgeneral.com To change your marketing preference let us know by emailing marketingpreferences@domesticandgeneral.com or by writing to us at the address above.



## **Exclusion of third party rights**

This policy is only for your benefit. No rights or benefits will be given to any other third party under the policy.

## Fraudulent activity

- 1. We may provide your details to third parties in order to detect possible fraudulent activity.
- 2. If we have reasonable grounds to suspect that you have (or anyone acting for you has):
  - previously engaged in fraudulent activity; or
  - provided us with false information,

we may cancel your policy as well as any other policies you have with us and/or reject any applications for new policies. You will receive a refund of any premium paid for unused days of the policy (see 'Our right to cancel your policy or bring it to an end' above).

- 3. If we suspect that you have (or anyone acting for you has) engaged in fraudulent activity or provided us with false information we may request extra information in support of your application or claim (such as proof of purchase).
- 4. If we have reasonable grounds to suspect that you have (or anyone acting for you has) made a claim under this policy knowing the claim to be dishonest, exaggerated or fraudulent, then we may:
  - request extra evidence in support of your claim (such as proof of purchase or other documentation);
  - decline your claim and immediately cancel your policy without any refund of premium or excess paid;
  - 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);
  - report you to the relevant authorities, including the police;
  - 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.

### Governing law and statutory rights

We will communicate with you in English and English Law will apply unless we agree otherwise with you. Nothing in the conditions will reduce or affect your statutory rights. For further information about your statutory rights contact the Citizens Advice Bureau: www.adviceguide.org.uk or 03454 04 05 06.

### The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation under the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Our obligations are covered for 90% of any claim with no upper limit. Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or by writing to them at: FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. Tel 0800 678 1100.

# Access and support

We offer a number of services for customers who have disabilities including providing our documents in Braille, large print or audio formats. We may also make accommodations to the way we provide our services on a case by case basis. For further information please contact us (see 'Customer services details' above).

### **Company information**

This Policy is provided by Domestic & General Insurance PLC. Registered in England and Wales. Company No. 485850. Registered office: Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS.

Domestic & General Insurance PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number 202111). Our address and details of our authorisation can be checked on the FCA website (https://register.fca.org.uk).

Signet Trading Limited. Registered in England & Wales. Company No. 03768979. Registered Office: Hunters Road, Hockley, Birmingham B19 1DS. Signet Trading Limited trading as H Samuel.

## **About Domestic & General**

Domestic & General Insurance PLC is an insurance undertaking, not an intermediary. We are the underwriter of the insurance and do not provide a personal recommendation or advice.

Domestic & General Insurance PLC pay their sales agents periodic incentives (such as bonus payments) if they meet certain quality and sales targets.