



# **Sky Protect Plus** Policy Summary

Please read the information below carefully and keep it for your future reference.
This insurance policy summary does not contain the full terms and conditions of the insurance policy, which are set out in the Policy Terms and Conditions. Sky Protect Plus is part of the Sky Protect brand of insurance products. All defined terms used below have the meanings given in the definitions set out in clause 1 of the Policy Terms and Conditions.

#### Who is the insurer?

The insurer of the Sky Protect Plus Policy is Domestic & General Insurance PLC, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

#### Type of insurance and cover

The Sky Protect Plus Policy is a general insurance policy to protect your Sky Equipment and Additional Equipment (as defined in the Policy Terms and Conditions).

Your Equipment must be installed or registered (as applicable) at your address in the United Kingdom, Isle of Man or Channel Islands to be eligible. Your Equipment must only be used in a non-commercial environment by a single household and cannot have had any unauthorised modifications. Your Sky Equipment must have been installed by Sky approved engineers. Your Equipment must be working in accordance with the manufacturer's specification when you apply for the policy. Your Additional Equipment must have a purchase price of £2,000 or less.

Mobiles must be 3 years old or less at the start of the policy and the IMEI number on the Mobile or SIM gate must not have been tampered with in any way making the Mobile unidentifiable.

#### Significant features and benefits

This policy covers your Equipment against the costs of:

- Accidental Damage from the start date of your Sky Protect Plus Policy; and
- Breakdown arising from faults occurring after any relevant manufacturer's warranty period.

If any item of your Sky Equipment is owned by Sky (in which case no manufacturer's warranty applies to that item), this policy covers that item of Sky Equipment for Breakdown from the start date of your policy.

Service Pledge: If you have made a valid Accidental Damage or Breakdown claim and we cannot repair or replace your Sky box, associated digital satellite cabling or minidish (including LNB) or Sky router within the next 2 days

(excluding bank 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.

If we cannot offer you an engineer visit within the 2 days (excluding bank holidays) stated under the Service Pledge, you will automatically be issued the Service Pledge refund via a credit on your Sky TV subscription.

In addition, this policy entitles you to receive an annual Sky equipment healthcheck.

Please see the Policy Terms and Conditions attached for a full explanation of these terms.

#### Significant exclusions and limitations

The full list of what is not covered by your Sky Protect Plus Policy is contained in the 'What is not covered' section of the Policy Terms and Conditions. The following are significant exclusions and limitations to your cover:

- Disposal and set up charges for Additional Equipment;
- A software virus or a software based malfunction;
- The loss of stored information on your Equipment (for example data, downloads, recorded programmes, videos, music and applications);
- Subject to the terms of 'How to Claim' (clause 5), the first £75 of a Mobile claim (the excess);
- Claims can only be made on Mobiles if you have previously provided us with the make, model and IMEI Number of the Mobile; and
- · Cosmetic or deliberate damage.

The number of items of Additional Equipment that can be registered without additional charge depends on the Premium option you have selected. Please see 'Your Responsibilities' in the full Terms and Conditions for more details.

#### **Duration of the insurance policy**

The Sky Protect Plus Policy will start on the date we process your application (taking and processing payment details). The policy continues indefinitely until cancelled or ended in accordance with these terms and conditions.

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

If an item of Additional Equipment is written-off, protection for the item will end and will not automatically transfer to the replacement. No portion of the Premium will be refunded. If you do not register the replacement Additional Equipment or another device then the cost of your Sky Protect Plus Policy will not automatically reduce. There will be no additional charge for registering replacements of Additional Equipment. Protection for the rest of the Additional Equipment will stay in place until the policy ends or is cancelled or until such equipment is written-off.

For further details on changing or adding Additional Equipment to your Sky Protect Plus Policy please see 'Your Responsibilities' in the full Terms and Conditions.

#### **Cancellation**

#### Your cancellation rights

You may cancel the Sky Protect Plus Policy at any time within 14 days from receipt of your policy documentation or from the start date of the policy, whichever is later (the "Cooling Off Period") and you will receive a full refund.

After the Cooling Off Period you may cancel the Sky Protect Plus 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.

To cancel the Sky Protect Plus Policy please call us on 0800 561 4541 (9am to 7pm, 365 days a year). You can also cancel by writing to us at the address detailed within 'Contact Information' (clause 17 of the Policy Terms and Conditions). 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.

#### Our cancellation rights

If you cancel your Sky TV subscription contract in its cooling off period, then your Sky Protect Plus 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 Plus Policy will remain in place unless you cancel it.

Where we are no longer reasonably able to fulfil our obligations under the policy, we may cancel the Sky Protect Plus Policy by giving you 14 days' notice in writing to your last known address. A refund of any premium paid for unused days of your policy will be given.

If you commit fraud or attempt to commit fraud, we will cancel your Sky Protect Plus Policy without any refund of premium. If 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 Plus Policy will be suspended until alternative payment details have been supplied and payment for the Sky Protect Plus Policy has been received. If we don't hear anything from you within 14 days, we will cancel the Sky Protect Plus Policy without any further notice.

#### How to claim

Simply call us on 0800 561 4449 (lines open 8am to 11pm 7 days a week) to claim or to have a Sky Equipment Healthcheck

When you make a Mobile claim, you may be asked for the IMEI number that was provided for the Mobile when it was initially registered with us for cover. You must also follow the instructions provided (see 'Offsite repairs for Mobiles' in the full Terms and Conditions).

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 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.

#### How to complain

You may complain about your Sky Protect Plus Policy by calling our Customer Services team on 0800 561 4538 or by writing to us at the address detailed within 'Contact Information' (clause 17 of the Policy Terms and Conditions) (noting that your complaint relates to the Sky Protect Plus 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

#### **The Financial Services Compensation Scheme**

Domestic & General Insurance PLC (DGI) is covered by the Financial Services Compensation Scheme. If DGI cannot meet its obligations to you under the Sky Protect Plus 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 or by writing to them at: FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7OU.

## **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 Plus 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.

### Other Important Information (continued)

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 Plus Policy is governed by English law and all communications concerning the Sky Protect Plus 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 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.

## **Sky Protect Plus**

### **Policy Terms and Conditions**

(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 TV Equipment, Portable Computer Equipment, Console(s) and/or Mobile you have registered in accordance with clause 8.e. 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.

Console: The PlayStation 3, PlayStation 4, Xbox 360 and/ or Xbox One (or any approved subsequent models of these) you have registered for cover. Please see 'Eligibility' (clause 9) below for restrictions on what Additional Equipment can be registered.

**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, checking signal strength, LNB reboots and signal retuning. 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.

Mobile: The mobile smartphones you have registered for protection (not including your SIM Card). Please see 'Eligibility' (clause 9) below for restrictions on what Additional Equipment can be registered.

Portable Computer Equipment: The tablets (not including SIM cards) and/or laptops you have registered for Accidental Damage and Breakdown protection in accordance with clause 8.e. 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 Plus 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, Sky on demand connector, remote control and tvLINK, 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 Plus Policy: This insurance policy, which provides the cover set out in these Terms and Conditions.

TV Equipment: The television set(s) you have registered for Accidental Damage and Breakdown protection in accordance with clause 8.e. Please see 'Eligibility' (clause 9) below for restrictions on what Additional Equipment can be registered.

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 Plus Policy, we will do one of the following: adjust, repair or replace the Equipment. For Sky Equipment, this may involve re-aligning your dish.

Breakdown: If your Equipment suffers from Breakdown

- after any relevant manufacturer's warranty, we will do one of the following: adjust, repair or replace the Equipment. 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
- c. Healthchecks: You are entitled to call us to receive one Healthcheck during each year of your Sky Protect Plus Policy to ensure that your Sky Equipment is set up properly and is in good working order.

#### 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.

- 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 TV 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 repaire. 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 TV Equipment: Repairs may be carried out away from your home. You will receive a referral number from us. We will arrange for a courier, at our cost, to collect your item of TV Equipment. Your TV Equipment must be collected from within the United

Kingdom, Isle of Man or the Channel Islands. We will not pay for collection from elsewhere. Once repaired we will arrange for your item of TV Equipment to be returned to your address at no additional charge.

- d. Offsite repairs for Portable Computer Equipment and Consoles: All repairs will be carried out away from your home. You will receive a referral number from us. We will arrange for a courier, at our cost, to collect your item of Portable Computer Equipment/Console or we will arrange for collection via a drop off point. Your item of Portable Computer Equipment/Console must be collected from within the United Kingdom, Isle of Man or the Channel Islands. We will not pay for collection from elsewhere. Once repaired we will arrange for your item of Portable Computer Equipment/Console to be returned to your address or to a collection point at no additional charge.
- e. Offsite repairs for Mobiles: All repairs will be carried out away from your home. We will send you packaging, a returns form, instructions and a prepaid protective envelope (for use from within the United Kingdom, Isle of Man or Channel Islands) for you to send us your Mobile. Once repaired your Mobile will be returned to your address at no additional charge.
- Preparing your Portable Computer Equipment or Mobile for repair: You must ensure that all blocks are removed from your item of Portable Computer Equipment/Mobile before you send it to us for repair. This includes any operator specific security system blocks (such as "Find my iPhone"). For Portable Computer Equipment it also includes the password used to unlock the computer for normal use. For Mobiles it does not include the fingerprint touch ID and/or passcode used to unlock the Mobile for normal use. We will include an explanation of how to remove these blocks in the instructions. Failure to remove them will result in us returning the item of Portable Computer Equipment/Mobile to you without the repair being done. We will also send you instructions on how to backup and clear your personal data. It is strongly recommended you do this before you send the item of Portable Computer Equipment/Mobile for repair.

The spare parts used to repair item of Portable Computer Equipment/Mobiles will be either manufacturer spare parts or equivalent with similar specification.

#### 4. Replacements

Any replacement equipment provided may be a refurbished product (of at least the same functionality) however we cannot guarantee that it will be the same make, model or colour as your original Equipment and will not include any stored information that you had added to your original Equipment.

- 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 Plus 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.
- b. Replacements for Additional Equipment: You will need to pay for any installation and set up charges for replacement Additional Equipment. All replacement Additional Equipment will be sent to your address at no additional charge. We reserve the right to claim ownership of any replaced Additional Equipment. We will not arrange or be responsible for any costs that you 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 vouchers will be for the full retail price (from a retailer chosen by us) of a replacement product of the same or similar make and technical specification. All vouchers will be redeemable from a retailer of our choice and will be valid for 12 months from the date of issue. Voucher settlements will be sent to the last address you gave us. If vouchers are not available we may provide a cash equivalent.

When we have arranged a replacement or given you 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.

#### 5. How to claim

Simply call us on 0800 561 4449 (lines open 8am to 11pm 7 days a week) to claim or to book a Healthcheck.

When you make a Mobile claim, you may be asked for the IMEI number that was provided for the Mobile when it was initially registered with us for cover. You must also follow the instructions provided (see 'Offsite repairs for Mobiles' above).

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 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.

#### 6. Duration and renewals of the policy

- a. The Sky Protect Plus 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 adequate.
- c. You will need to contact us to add a new item of Additional Equipment if you have had any of your Additional Equipment replaced (see 'Your Responsibilities' for information about adding products to the policy).
- d. Where the Sky Equipment is replaced, the Sky Protect Plus Policy will continue to apply to the replacement equipment until the policy ends or is cancelled. For details on changing or adding Additional Equipment to your Sky Protect Plus Policy please see 'Your Responsibilities'.

#### 7. Cancellation

#### a. Your cancellation rights

- You may cancel the Sky Protect Plus 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 Plus 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 Plus Policy call us on 0800 561 4541(9am to 7pm, 365 days a year). You can also cancel by writing to us at the address detailed within 'Contact Information' (clause 17).
- 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 Plus 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 Plus Policy will remain in place unless you cancel it.
- ii. Where we are no longer reasonably able to fulfil our obligations under the policy, we may cancel the Sky Protect Plus Policy by giving you 14 days' notice in writing to your last known address. A refund of any premium paid for unused days of your policy will be given.
- If you commit fraud or attempt to commit fraud, we will cancel your Sky Protect Plus Policy without any refund of Premium.
- iv. If 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 Plus Policy will be suspended until alternative payment details have been supplied and payment for the Sky Protect Plus Policy has been received. If we don't hear anything from you within 14 days, we will cancel the Sky Protect Plus Policy without any further notice.

#### 8. Your responsibilities

a. 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 after the start date. Payments for all subsequent months will be collected monthly in advance. This means that the second payment will be collected approximately two weeks after the first payment. 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. 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.

- It is important you regularly back up data as we will not restore any files.
- c. You must ensure that your Equipment does not contain any content that we may 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.
- d. To be covered under you Sky Protect Plus Policy, any Additional Equipment must have been registered prior to the date on which the Accidental Damage or Breakdown occurred.
- You can add or remove Additional Equipment to the Sky Protect Plus 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. There is a 30 day wait period that applies to any Additional Equipment that you add to the Sky Protect Plus Policy in place of an existing item of Additional Equipment (unless the added item is a replacement arranged by us under this Sky Protect Plus Policy, in which case it will be covered immediately upon its registration). During this wait period you cannot use the Sky Protect Plus Policy for the added item of Additional Equipment. Note, you must register any replacements of Additional Equipment with us if you wish to add these to the Sky Protect Plus Policy, as they will not be added automatically. If you do not register the replacement Additional Equipment or another device then the cost of your Sky Protect Plus Policy will not automatically reduce. There will be no additional charge for registering replacements of Additional Equipment.
- f. If, after the policy has been purchased, 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) when it is registered. This includes replacements provided under this policy.

#### 9. Eligibility

- a. The Sky Protect Plus Policy is only available for Equipment which:
  - i. is working in accordance with the manufacturer's specification when you apply for the Sky Protect Plus 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 Plus Policy is only available for Sky Equipment which:
  - 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 Plus Policy is only available for Additional Equipment which:
  - 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 Plus 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 Plus Policy if the IMEI number on the Mobile or SIM gate has not been tampered with in anyway making the Mobile unidentifiable.

#### 10. What is not covered

- a. The Sky Protect Plus 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 Plus 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 Plus Policy will not provide any services or pay for any costs to resolve Accidental Damage or Breakdown of the Equipment, or impairment to its functionality, caused by:
  - i. use in a commercial environment;
  - ii. theft, attempted theft, deliberate or malicious damage: or
  - 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 Plus Policy will not provide any services or pay for any costs to resolve problems which arise from or in the event of:
  - 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);
  - any loss, damage or failure occurring before the start of the Sky Protect Plus 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 TV Equipment under the Sky Protect Plus 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);

- 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 15).
- e. The Sky Protect Plus 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 Plus Policy will not pay for the cost of:
  - 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), accessories (carry cases, leads, chargers, discs and memory sticks, additional TV remote controls, 3D glasses, other than those originally supplied with a Console);
  - iii. disposal, installation and set-up charges for Additional Equipment;
  - iv. gaining access to Additional Equipment cables within the fabric of a building or wall;
  - repairs or replacements due to pixel failure where the number or location is within the manufacturer's standard tolerance levels;
  - any unauthorised usage of a Mobile including call costs or lost credit;
  - vii. any damage caused in transit if you have not returned the Additional Equipment for repair in accordance with our instructions, see clause 3;
  - viii. 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
  - ix. 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.

#### 11. How to complain

You may complain about your Sky Protect Plus Policy by calling our Customer Services team on 0800 561 4538 or by writing to us at the address detailed within 'Contact Information' (clause 17) (noting that your complaint relates to the Sky Protect Plus 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

#### 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 Plus 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 or by writing to them at: FSCS, 10th Floor, Beaufort House, 15 St Botolph Street. London EC3A 7OU.

#### 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. How your information is used

The personal information collected, held and used to provide you with your Sky Protect Plus Policy is controlled by DGI, and members of DGI's group. The information that is collected as part of your policy is processed by DGI in the following ways: (1) for purposes connected with policy administration (2) to pass to any relevant regulator or dispute resolution provider and (3) for training, statistical analysis and testing purposes. Such information will be routinely shared with Sky UK Limited ("Sky") and members of the Sky group. DGI will not use your information for any marketing related activities, other than in relation to Sky Protect products and services that may be of interest to you.

Unless you have notified Sky to the contrary, Sky may use your information to contact you by phone, post, email and/or SMS about products and services that may be of interest to you. If you do not wish your information to be used by Sky for marketing purposes please contact Sky on 03442 41 41 41 or send an email to MySky@Sky.com. You can ask DGI for a copy of your information that is being processed as part of the Sky Protect Plus Policy (for a small fee) and also ask to correct any inaccuracies that may have been recorded. For information relating to your Sky account, access to Sky controlled data or how the information is being managed, please review the Sky website. For compliance purposes, training and to improve services, DGI and Sky may monitor and record communications with you.

#### 15. The Service Pledge for Sky Equipment

- Subject to your policy coverage and exclusions (see clauses 2 and 10): if you have made a valid claim and we cannot:
  - repair or replace your Sky box, dish (including LNB) or cabling; or
  - provide you with a repaired or replacement Sky router, within the next 2 days 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 15.g below. Bank or public holidays are not included when calculating the 2 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 next 2 days stated under the Pledge, you will automatically be issued the Pledge refund via a credit on your Sky TV subscription bill (see 15.g below).
- e I
  - you accept an engineer visit within the next 2 days stated under the Pledge but we do not successfully repair or replace your Sky box, dish, LNB or cabling (as appropriate) within the 2 day period; or
  - ii. we do not provide you with a repaired or replacement Sky router within the next 2 days stated under the Pledge,
  - you will need to claim the Pledge refund by calling 0800 561 4538. You have 30 days from the end of the relevant 2 day period 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 15.g below).
- f. If you decline or are unavailable for an engineer visit for a time that would fall within the 2 days stated under 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
- h. The Pledge will only be provided to customers with an active Sky TV account at the time the Pledge refund is payable.

#### 16. General conditions and information

- 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).
- Your Sky Protect Plus 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 Plus Policy is for your benefit only. No rights or benefits will be given to any other third party under the Sky Protect Plus 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 Plus Policy.

- e. We may modify or replace these Policy Terms and Conditions in order to:
  - comply with the law, regulations, industry guidance and codes of practice;
  - ii. rectify errors or ambiguities; and
  - reflect changes in the scope or nature of the cover provided to you.

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 Plus 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 Plus 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 Plus Policy is governed by English law and all communications concerning the Sky Protect Plus 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 or 03454 04 05 06.

#### 17. Contact information

To complain or cancel your policy 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

### **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

#### Provided by



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