

Sky Protect Glass Insurance

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 Glass, or impairment to its functionality, caused by animals or accidents (including unintended breakage, mishaps and liquid spillages).

Breakdown: Breakdown of your Sky Glass, or impairment to its functionality, arising as a consequence of mechanical, electrical or component fault.

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

Premium: Any sums payable by you to us for the policy.

Sky Glass: Your streaming TV from Sky covered by this policy (this includes the associated Sky pucks and remote, in each case where applicable).

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 annual statement).

2. Introduction

This policy is designed to provide Breakdown and Accidental damage cover for your Sky Glass.

3. What is covered

The cover extends to usage of your Sky Glass by you or your spouse, domestic partner or civil partner, children (including adopted and foster children) and any other relative permanently residing with you. Cover excludes usage of your Sky Glass by tenants or lodgers.

Accidental Damage: If your Sky Glass suffers from Accidental Damage from the start date of your policy, we will do one of the following: replace your Sky Glass or pay the cost of replacement.

Breakdown: If your Sky Glass suffers from Breakdown after any relevant manufacturer's warranty, we will do one of the following: replace your Sky Glass or pay the cost of replacement.

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

4. How to claim

Simply call us on 0333 000 9769 (lines open 8am to 8pm 7 days a week) to claim.

5. Preparing your item for replacement

a. What to pack: You will need to have your original item ready for collection. In all cases, when preparing your Sky Glass please DO NOT pack it with any accessories or any other items that do not relate to the claim or which you are not claiming for. If you believe the fault is connected to the power unit/charging cable then please send this in, but otherwise do not pack these.

b. Data clearing: We will wipe all data when we receive your Sky Glass.

6. Repairs

No repairs will be provided under this policy.

7. Replacements

Where a replacement is provided, the remainder of the original manufacturer's guarantee will transfer to the replacement.

A replacement will not include any stored information that you had added to your original covered item. We will not transfer your data to a replacement item.

a. Status

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

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.

b. Technical specifications and alternative replacements

All replacements will be of the same or similar make and technical specification as your original covered item. If we replace your Sky Glass TV it will be the same size and colour (if available) as your original but may not be the same model. If we replace your Sky Glass accessories, they will be of the same specification as your original accessories.

Other than this, we cannot guarantee that a replacement will be the same make, model or colour as your original covered item. If we cannot source a replacement of similar make and specification (as it is no longer available) we may offer you an upgrade. If we cannot reasonably arrange a replacement to be supplied to you, and you do not accept an upgrade (if this is offered), we will provide you with a cash equivalent. The settlement will be for the full retail price of a replacement item of same or similar make and technical specification.

c. What happens after your Sky Glass is replaced?

If we provide you with a replacement, your policy will continue on the replacement as if it were the original Sky Glass until the policy ends or is cancelled. We reserve the right to take ownership of your replaced Sky Glass.

If we have provided you with cash instead, the policy will end and no premium will be refunded.

8. Replacement methods and costs

a. Delivery costs

We will pay for delivery for all replacements provided under the policy. All replacements will be sent to your address at no additional charge.

b. Next day swaps

If you have made a valid claim (excluding claims for accessories) before 7pm (or 2pm on a Saturday), then your replacement Sky Glass will be delivered the next working day (excluding bank and public holidays, Highlands and Islands). You will need to have your original item ready for collection. While not a requirement, it is recommended that you use the item's original packaging.

c. Installation costs

You will need to pay for any installation and set up charges for replacements.

d. Replaced items

We reserve the right to claim ownership of any replaced items. We will not arrange or be responsible for any costs that you may incur to dispose of your original item if we don't take ownership.

9. Duration of the policy

- a. The 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 replacement, your policy will continue on the replacement as if it were the original covered item. Where we have provided you with cash instead or where you no longer have your Sky Glass, your policy will end.

10. Cancellation

a. Your cancellation rights

- i. You may cancel the policy at any time within 45 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 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 policy call us on 0333 000 9769 (9am to 7pm, 7 days a week). 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. We may cancel this policy:
 - By giving you 14 days' notice;
 - Where you fail to pay for the policy (see 'Payment and Your Responsibilities' clause 11 for further information on how we will attempt to collect payment);
 - Where your Sky Glass contains Inappropriate Content (see "Payment and Your Responsibilities clause 11); and/or
 - Where we have reasonable grounds to believe you have (or anyone acting for you has) engaged in fraudulent activity against us or our service providers and/or provided us with false information with respect to another plan you hold or have held with us (see 'Fraudulent Activity', clause 17 below);

In all these cases, a refund of any Premium paid for unused days of your policy will be given.

- ii. If we have reasonable grounds to believe 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 cancel this policy immediately without any refund of Premium or excess (please see 'Fraudulent Activity' clause 17 for further details).

11. 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 policy will be suspended until alternative payment details have been supplied and payment for the policy has been received.

- ii. The Premium payable is fixed for the first year of cover. In the future it may increase at our discretion. 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. Other responsibilities

- i. It is important you regularly back up data as we will not restore any files.
- ii. You must ensure that your Sky Glass 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.

12. Eligibility

- a. The policy is only available for items which:
 - i. are working in accordance with the manufacturer's specification when you apply for the policy;
 - ii. are 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. are only used for non-commercial purposes; and
 - iv. are used by a single household.
 - v. have not had unauthorised modifications (this includes without limitation any upgrade not authorised by the manufacturer or addition of any unauthorised non-approved accessories);
 - vi. have a purchase price of £2,000 or less;
 - vii. is 45 days old or less at the start of the policy;
 - viii. has been purchased through Sky Retail Stores Limited (SRS), Sky Subscribers Services Limited (SSSL) or Sky UK Limited; and
 - ix. is a Sky Glass system registered to your account with Sky.

13. What is not covered

- a. The policy will not provide any services or pay for any costs not expressly set out in the description of the cover (see 'What Is Covered' clause 3).
- b. The policy will not provide any services or pay for any costs which are covered by a manufacturer's or supplier's warranty.
- c. The policy will not provide any services or pay for any claims, or impairment to your Sky Glass'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, lightning, wind, humidity, storm, corrosion.
- d. The policy will not provide any services or pay for any costs to resolve problems which arise from or in the event of:

- i. your Sky Glass 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 your Sky Glass;
 - iv. the loss of stored information on your Sky Glass (for example data, downloads, recorded programmes, videos, music and applications);
 - v. any loss, damage or failure occurring before the start of the policy;
 - vi. cosmetic damage (such as dents or scratches to your Sky Glass which does not affect how your Sky Glass works);
 - vii. your failure to follow the manufacturer's instructions;
 - viii. any unauthorised modifications (this includes without limitation any upgrade not authorised by Sky or the addition of any unauthorised non-approved accessories);
 - ix. image retention on your Sky Glass;
 - x. any loss of your Sky Glass (unless due to our negligence or recklessness or occurring whilst your Sky Glass is in our possession or control);
- e. The policy will not pay for the cost of:
- i. the replacement of any consumables (e.g. fuses and batteries), items not listed as part of your Sky Glass (e.g. interactive cards, viewing cards and components of an integrated digital television),
 - ii. accessories (such as wireless headphones, wireless speakers, carry cases, leads, chargers, discs and memory sticks, additional TV remote controls, 3D glasses) unless they were either originally supplied with a console registered under the policy;
 - iii. disposal (if we don't take ownership of the replaced item), installation and set-up charges for your Sky Glass;
 - iv. gaining access to cables within the fabric of a building or wall;
 - v. replacements due to pixel failure where the number or location is within the manufacturer's standard tolerance levels;
 - vii. any damage caused in transit if you have not returned your Sky Glass in accordance with our instructions, see 'Preparing Your Item for Replacement' clause 5;
 - viii. any cost or loss incurred as a result of not being able to use your Sky Glass ;
 - ix. damage during delivery, installation or transportation of the product by a third party who is not our agent;
- f. The policy will not provide any services or pay for any claims, or impairment to your Sky Glass' functionality, caused by theft or attempted theft.

14. How to complain

If you wish to complain or you are unhappy with the service provided, please call our Customer Services team on 0333 000 9769 or write to us at the address detailed within 'Contact Information' (clause 19) (noting that your complaint relates to the policy). If you are not satisfied with our response 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. 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

15. The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. If we cannot meet our obligations to you under the 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 7QU or by contacting them on 0800 678 1100.

16. 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/mydata/sky).

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 may also process information concerning your health where you choose to provide it. 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: registering your appliance or device; undertaking marketing (in relation to Sky Protect products and services) by post, telephone, email and/or other electronic messaging services including social media; 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, modelling and profiling for marketing and pricing purposes; detecting and preventing 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 Retail Stores Limited (SRS), Sky Subscribers Services Limited (SSSL) and 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 data and 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.

International transfers of your information

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

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 (a reasonable expectation of average product ownership) 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) 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 or by writing to us using the contact details provided below.

Sky Retail Stores Limited (SRS), Sky Subscribers Services Limited (SSSL) and 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.com 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 'Standard Contractual 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 and we'll be happy to help you.

17. Fraudulent activity

- a. We may provide your details to third parties in order to detect possible fraudulent activity.
- b. If we believe that you have (or anyone acting for you has) engaged in fraudulent activity against us or our service providers, or provided us with false information we may request extra information in support of your application or claim (such as proof of purchase).
- c. If we have reasonable grounds to believe 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.
- d. If we have reasonable grounds to believe that you have (or anyone acting for you has):
 - engaged in fraudulent activity against us or our service providers; or
 - provided us with false information;

with respect to another policy you hold or have held with us, we may cancel this policy as well as any other policies you have with us and/or reject any applications for new policies (see 'Cancellation', clause 10 above). You will receive a refund of any premium paid for unused days of the policy.

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. This policy is for your benefit only. No rights or benefits will be given to any other third party under the policy. The provisions of the Contracts (Rights of Third Parties) Act 1999 will not apply.
- c. Please ensure we are informed if you move house, or if your personal details change; please do this by calling us on 0333 000 9769. It only takes a couple of minutes to update your records and will help ensure you always receive any information regarding your policy.
- d. 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/or
 - iii. change the scope or nature of the cover provided to you.

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 policy, and we will cancel the policy immediately and provide refunds in accordance with clause 10.b.i. Otherwise all changes will be deemed to have been accepted by you.

- e. The 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.
- f. The policy is governed by English law and all communications concerning the policy will be in English.
- g. 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.

19. Contact information

You can contact us on 0333 000 9769 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

Calls cost the basic rate per minute plus your phone company's access charge, except calls to 0800 numbers.

20. 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 on (see 'Contact information', clause 19 above).

Provided by



This policy 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

Eligibility requirements

You must be resident in the United Kingdom, Isle of Man or Channel Islands to be eligible. Your Covered Device must be working in accordance with the manufacturer's specification when you apply for the policy. Your Sky Glass must be 45 days old or less at the start of the policy and registered to your account with Sky.

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 the item which is covered by your Policy. If you don't tell us your item has changed you will continue to be charged but you will not be able to claim against the policy for your new item.

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

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 www.fca.org.uk.

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

Things you need to know

- 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.
- Domestic & General Insurance PLC pay their sales agents periodic incentives (such as bonus payments) if they meet certain quality and sales targets.
- Full details on how to submit a complaint can be found in the terms and conditions enclosed.
- This insurance policy meets the demands and needs of those who wish to insure their Sky Glass against breakdown after the manufacturer's guarantee and accidental damage.