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# Accidental Damage for your Sony Product TERMS & CONDITIONS

#### 1. INTRODUCTION

This Insurance provides Accidental Damage cover for your Sony product detailed on your schedule.

# The parties to this insurance

This Insurance is underwritten by Jubilee Insurance, Lloyd's Syndicate 5820. The Lloyd's Managing Agent for Lloyd's Syndicate 5820 is Jubilee Managing Agency Limited. It is entered in the Register of Lloyd's Managing Agents. Its registered office is at 47 Mark Lane, London EC3R 7QQ and it is registered in England under number 04434499. The *insurer* is authorised and regulated by the Financial Conduct Authority and entered on its register under number 226696.

This Insurance is administered on behalf of the *insurer* by ITC Compliance Ltd (the "*scheme administrator*").ITC Compliance Ltd is authorised and regulated by the Financial Conduct Authority and entered on its register under number 313486. Registered Office: 4,Monarch Court, The Brooms, Emersons Green Bristol BS16 7FH.Registered in England number 4874285.

Should *you* have any questions about the insurance cover or *your* premiums please initially speak to *your* Local Sony Centre or telephone the Sony Customer Information Centre on 0844 8466 555 or go to www.sony.eu and click on 'Contact Us' on the Support page.

If you have any disability that makes communication difficult, please talk to the *scheme administrator* who will be happy to help.

All claims under this insurance will be handled by *Sony* or a *Sony* authorised Service Centre on behalf of the *insurer*. Details about making a claim and how to contact *Sony* can be found in the section 'How to Make a Claim'.

# **Your Insurance Documents**

This document *you* are reading now is *your* policy wording. It sets out the benefits, conditions and exclusions of *your* insurance. *You* will also receive an insurance *schedule* which will confirm the *product* that is covered. Together, these documents form *your* Certificate of Insurance.

Please read them carefully and make sure *you* understand fully what is covered and what is not covered and comply with all terms and conditions.

Please keep this policy wording and *your schedule* in a safe place in case *you* need to read them again or need to make a claim.

# **Understanding the policy**

Some words and expressions have the same meaning wherever they appear in this policy wording. To help *you* to recognise them when they are being used they will be shown in *italics*. These are listed at the end of this policy wording in the section 'Definitions'.

# **Policy Period**

#### When you can buy this cover

This insurance can be purchased up to maximum of 12 months after the date you purchased your product.

# When the insurance starts

If you buy this insurance at the same time that you buy your Sony product then your cover will begin on that date and this will be the *commencement date* shown in the *schedule*. If you buy this insurance at a date after the date you bought the product then the commencement date shown in the schedule will be the date of purchase of this insurance (not the date you purchased the product), but the insurance will not cover the *initial exclusion period* detailed below.

#### Initial exclusion period

If you purchased this insurance at a later date after you purchased the product, a 30 day initial exclusion period will apply to the Accidental Damage cover only. This means that you will not be covered for any accidental damage which occurs during the first 30 days following the commencement date shown in the schedule. The initial exclusion period does not apply if you purchased this insurance at the same time that you purchased the product.

# When the insurance ends

The insurance will end upon the expiry of the stated *period of cover* set out in *your schedule*. For the avoidance of doubt, this insurance will not terminate on *you* making a claim, but will remain in place for the full *period of cover*. Please also see the section 'Cancellation' which tells *you* about cancelling this insurance.

# Claims helpline

If *you* require any assistance with a claim, telephone the *Sony* on 0844 8466 555. Please have the following information to hand when *you* call - the make, model and serial number of the *product*, details of when and where the *product* was purchased and the original purchase price. Always call before any repair work is undertaken.

# 2. COOLING OFF PERIOD

If having bought this insurance *you* decide that *you* do not want it after all, simply return *your* policy wording and *schedule* to *Sony* within 30 days of receipt, or within 30 days of the start date of *your commencement date*, if that is later. Any premium paid by *you* will be refunded as long as *you* have not made a claim and do not intend to make a claim.

# 3. CERTIFICATION OF COVER

This policy wording and *your* insurance *schedule* together certify that insurance has been effected between *you* and the *insurer*. In return for payment of the premium the *insurer* agrees to insure *you* in accordance with the terms and conditions contained in and endorsed on these documents. The *insurer* has entered into a Binding Authority Contract -reference number B0716WRE132272163 with ITC Compliance Limited, under which the *insurer* has authorised ITC Compliance Limited to sign and issue *your* insurance documentation on its behalf. Signed by

Matthew Dyer, Chief Executive Authorised signatory for ITC Compliance Limited

#### 4. WHEN YOU CAN BUY THIS COVER

This insurance can be purchased up to a maximum of 12 months after the date you purchased your product.

### 5. REGISTRATION REQUIREMENTS

Whether *you* acquire *your* insurance in-store, via *Sony's* Customer Call Centre or online, *your* insurance cover will not be valid until all information, i.e. customer data and *product* serial number has been provided and *your* registration has been completed. Therefore, no claim will be accepted under this policy unless both *your product* and *your insurance* have been registered.

Upon receipt of *your* completed insurance registration *you* will be issued with a personal insurance *schedule* setting out details of *your* insurance either in store or by email. *You* will need to refer to the details set out in the *Schedule* in the event that *you* need to make a claim.

#### 6. GEOGRAPHICAL AREA

Means United Kingdom and worldwide for a period of 30 days.

# **ACCIDENTAL DAMAGE COVER**

#### 7. WHAT IS COVERED UNDER ACCIDENTAL DAMAGE COVER

This insurance will cover *you* for the repair or replacement of *your product* in the event that it sustains *accidental damage* during the *period of cover*, subject to the terms, conditions and exclusions stated in this policy wording. Please note that:

- (a) only the *product* stated in the *schedule* is covered. For example, any portable external storage media is not included.
- (b) to qualify for a claim, the accidental damage must prevent *your product* from operating or performing to the same standard and quality at the time *you* purchased the *product*. For example, superficial or cosmetic damage such as stains, blemishes, scratches and dents will not be covered.

If *your product* cannot be repaired then *Sony* will provide a replacement. *Sony* will always attempt to repair the *product*, subject to the terms and conditions and exclusion set out in this policy wording unless:

- (a) Sony cannot obtain the spare parts to repair it, or
- (b) Sony can replace it for less than the cost of the repair.

If Sony replaces the product Sony will provide you with equipment which is of the same or similar specification to the original product. Sony will only offer a replacement if Sony has agreed to do so before any repair is carried out. Sony will not be responsible for any costs that you may incur in disposing of your original product. If the product is replaced, the unexpired portion of the insurance will apply to the replacement product.

# 8. POLICY LIMITS

This insurance will cover the cost of repairs to the product, including parts and labour charges following *Accidental Damage* from the date of purchase of the Product until (and including) the expiry date of this insurance as shown on your schedule.

Sony will, subject to the full terms, conditions and exclusions of this policy wording, repair the Product unless:

- a) Sony cannot obtain the spare parts to repair it; or
- b) Sony can replace it for less than the cost of the repair.

Sony will only replace the Product if it has agreed to do so before a repair is carried out. If the Product is replaced the unexpired portion of the insurance will apply to the replacement Product.

If Sony does not repair the Product it will replace it with equipment of the same or similar specification.

Sony will not be responsible for any costs that you may incur while disposing of your original Product.

# WHAT IS NOT COVERED UNDER ACCIDENTAL DAMAGE COVER (EXCLUSIONS)

This Insurance does not cover:

- 1. any damage to the *product* sustained during the 30 day *initial exclusion period*, if this applies;
- 2. damage or defects caused by use, operation or treatment of the *product* inconsistent with normal personal or domestic use:
- 3. damage or changes to the *product* as a result of:
  - (a) misuse;
  - (b) virus infections or use of the *product* with software not provided with the *product* or incorrectly installed software:
  - (c) repair or attempted repair by persons who are not *Sony* or Authorised Service Network members('ASN members');
  - (d) neglect;
  - (e) fire, chemicals, other substances, flooding, vibrations, excessive heat, improper ventilation, power surges, excess or incorrect supply or input voltage, radiation, electrostatic discharges including lightning, other external forces and impacts;
- 4. damage which does not prevent *your product* from operating or performing to the same standard and quality at the time *you* purchased the *product*(superficial or cosmetic damage such as stains, blemishes, scratches and dents will not be covered);
- 5. any damage that occurred prior to the Commencement date;
- 6. financial loss of any description other than the repair or replacement costs in respect of *your product* that has suffered accidental damage stated as being covered in this Insurance Certificate;
- 7. any costs related to transportation, delivery or installation/reinstallation of the original appliance;
- 8. any legal liability directly or indirectly caused by or contributed to or arising from:
  - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel:

- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 9. any loss or damage or liability directly or indirectly occasioned by, happening through or inconsequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, terrorism of any kind, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

# 10.CANCELLING THE POLICY AFTER THE COOLING OFF PERIOD

You may cancel this insurance at any time after the cooling-off period by returning *your* Insurance Certificate and *schedule* to *Sony*. You will be charged an administration fee of £10.00 and there will be a refund proportionate to the unexpired period left under *your* insurance as long as *you* have not made a claim and do not intend to make a claim.

# **Cancellation by Insurer**

The *insurer* cannot cancel *your* cover during the *period of cover* unless *you* make, or someone acting on *your* behalf makes, a fraudulent claim.

#### 11.CHANGING THE POLICY

If you need to make a change to your policy (for example, if you move or transfer the product to someone else), please contact either Sony or the scheme administrator (see contact details in section 15 below).

#### 12.CLAIMS CONDITIONS

#### Who to contact

All claims must be notified to *Sony* (using the contact details set out below) to establish the cause within 30 days of the damage.

#### **Claim Procedure**

Before any repair work is undertaken *you* must telephone *Sony* on 0844 8466 555 with details of the damage. Please have the following information ready - the make, model and serial number of the *product* details of when and where the *product* was purchased and the original purchase price. We recommend that *you* check this Insurance Certificate under the sections 'What is Covered' and 'What is not Covered' to ensure that the cause of damage is covered.

#### **Repair Authorisation**

You will need to return the *product* to the *Sony* dealer where *you* bought it, or to an authorised *Sony* service centre. *Sony* will review *your* cover under the Insurance and inspect the *product*. If it is covered, *Sony* will start work on repairing *your* product.

# **Repair Completion**

After the repair has been completed, *you* must check that all the work has been properly completed. If the repair is not satisfactory do not sign any note of satisfaction or provide any similar confirmation stating the work is acceptable to *you*, and *you* must advise *Sony* immediately.

#### Salvage

Sony will not be liable for the disposal of your product, or any part of it, if your claim is found not to be valid.

# Keeping to the terms

You must comply with the claims procedure explained here to have the full protection of *your* insurance. If *you* do not comply, *Sony* may at its option ask the *Insurer* to cancel the insurance or refuse to deal with *your* claim or reduce the amount of any liability.

#### **Fraud**

The *insurer* takes a robust approach to fraud prevention. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by *you* or any one acting on *your* behalf to obtain benefit under this insurance, *your* right to any benefit under this insurance will end, *your* policy will be cancelled and the *insurer* will be entitled to recover any costs incurred as a result of any such fraudulent or misleading claim. The *insurer* may also inform the police.

# 13.CUSTOMER SERVICE AND COMPLAINTS

#### **Service**

Both *Sony* and the *scheme administrator* aim to provide *you* with a first class service and *Sony* is committed to providing *you* with an excellent claims handling service. *Sony* will always try to solve any problem *you* may have to *your* satisfaction. If *you* have any disability that makes communication difficult, please tell *Sony* when *you* contact *Sony* and every effort will be made to assist *you*.

# Cover and premium queries

If *you* have any queries about the cover provided or *your* premium please contact the place *you* purchased this insurance or contact *Sony* by telephoning the Sony Customer Information Centre on 0870 240 2408 or go to www.sony.eu and click on 'Contact Us' on the Support page.

# **Claims matters**

If you have any queries about a claim you have made please contact Sony by telephoning the Sony Customer Information Centre on 0844 8466 555.

#### How to complain

If *you* wish to make a complaint about any aspect of this insurance, including a claim *you* have made, please, in the first instance, write to Sony Europe marked for the attention Premium Services, Sony Europe, The Heights, Brooklands, Weybridge, SurreyKT13 0XW, or by telephone on 0844 8466 555.

If you continue to be dissatisfied you may escalate your complaint by writing to the Scheme administrators. The address is: Sony Complaints Department, ITC Compliance Limited, 4 Monarch Court, The Brooms, Emersons Green, Bristol BS167FH, or email sonycomplaints@itccompliance.co.uk,or telephone on 0845 1772266.

If *you* are not satisfied with the way *your* complaint has been handled *you* may refer the matter to Lloyd's .If *you* wish to do this, please contact: Policyholder and Market Assistance, Lloyd's Market Services, 1 Lime Street, London, EC3M 7HA. Phone: 0207 3275693, Fax: 0207 327 5225, E-mail:complaints@lloyds.com.

Complaints that cannot be resolved by Lloyd's may be referred to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR or tel:0800 0 234 567\*. Further details will be provided at the appropriate stage of the complaints process.

\*Calls to this number are free if *you* are calling from a 'fixed line' (e.g. a landline at home). If *you* are a mobile phone user who pays a monthly charge for calls to numbers starting 01 or 02, then call free on +44 300 123 9 123.

If you make a complaint, your legal rights will not be affected.

# 14.LEGAL, REGULATORY AND OTHER INFORMATION

#### Law applicable

Both *you* and the *insurer* may choose the law which applies to this contract. Unless *you* and the *insurer* agree otherwise, the law which applies to this contract is the law which applies to the country in Europe in which *you* permanently reside.

# **Financial Services Compensation Scheme**

The *insurer* is covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation from the Scheme if the *Insurer* is unable to meet its obligations to *you* under this contract. Further information can be obtained from the Financial Services Compensation Scheme, websitewww.fscs.org.uk/ or by phone at 0207 741 4100. Alternatively, *you* may write to: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph St, London, EC3A 7QU.

#### **Premiums and Claims – Your Rights**

When handling premium payments from *you* that are due to the *Insurer* and when handling any claim *you* make, the *Scheme Administrator* and *Sony* act as authorised agents of the *Insurer*. This means that when *you* pay a premium to *Sony* it is deemed to have been received by the *Insurer* and that any valid claim *you* make with *Sony* is not deemed to have been settled until *you* have actually received a repaired or replacement item of equipment.

# **Data Protection**

Information You supply when purchasing the Insurance may be transferred between, and held and used by: Sony, the Scheme Administrator and the Insurer for the purposes of insurance administration. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes. Your information may also be used for crime prevention. For any of these purposes, Your information may be transferred

to countries that do not have stringent data protection laws. If this is necessary, the party transferring your data will seek assurances from recipient as to the security surrounding the handling of Your information before it proceeds.

You have the right to access and if necessary rectify information held about You (this is known as a Subject Access Request). Please contact the Scheme Administrator.

In assessing any claims made, Sony and the Insurer, or their associated companies or agents, may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy or repossessions). Information may also be shared with other insurance providers either directly or via those acting for the Insurer (such as loss adjusters or claims investigators).

When Your insurance ends all information held about You (including information held on systems) will be destroyed or erased. The Data Controller's associated companies and agents will be advised to do the same.

#### **Insurer's Liability**

This insurance is underwritten 100% by a Lloyd's syndicate, and each member of the syndicate (rather than the syndicate itself) is an *insurer*. Each member has underwritten a proportion of the total liability for the syndicate, which is the total of the proportions underwritten by all the members of the syndicate taken together. A member is liable only for that member's proportion and is not jointly liable for any other member's proportion.

The business address of each syndicate member is Lloyd's, 1 Lime Street, London EC3M 7HA. The identity of each member and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

#### 15.DEFINITIONS

The words and expressions below will have the same meaning wherever they appear in this Insurance Certificate. To help *you* to recognise them when they are being used they will be shown in *italics*.

- "Accessories" means items such as, but not limited to, headphones, battery chargers, carrying cases and handsfree mounting kits.
- "Accidental damage" means damage to the *product* that occurs suddenly as a result of an unexpected and non-deliberate external action and results in *your product* failing to operate or perform to the same standard and quality at the time *you* purchased the *product*.
- "Consumables" means components that are expected to require periodic replacement during the lifetime of a product such as non-rechargeable batteries, print cartridges, styli, bulbs, etc
- "Initial exclusion period" means the 30 day period immediately following the commencement date during which you are not covered by this insurance. This applies ONLY if you purchased this insurance at a date after you purchased the product. If you purchased this insurance at the same time as you purchased the product the initial exclusion period will not apply.
- "Commencement date" means the date your insurance starts, as shown in your schedule.
- "Insurer" means Jubilee Insurance, Lloyd's Syndicate 5820.
- "Period of cover" means the period your cover lasts starting on the commencement date shown in your schedule, starting on the commencement date.
- "Product" means only the Sony product stated on your schedule.
- "Schedule" means the insurance schedule which will be issued to you when you purchase this insurance. It will state your name and address as well as the commencement date, period of cover and the product covered.
- "Scheme administrator" means ITC Compliance Ltd.
- "Sony" means Sony Europe Ltd or an authorised Sony Centre who act as an appointed representative of ITC Compliance Limited who are authorised and regulated by the Financial Conduct Authority (UK)
- "You, your" means the person named in the schedule who has purchased and owns the product and has taken out this insurance.

Version ref: April 2013



# Accidental Damage and Extended Warranty for your Sony Product TERMS & CONDITIONS

#### **16.INTRODUCTION**

This Insurance provides Accidental Damage and Extended Warranty cover for *your Sony product* detailed on *your schedule*.

#### The parties to this insurance

This Insurance is underwritten by Jubilee Insurance, Lloyd's Syndicate 5820. The Lloyd's Managing Agent for Lloyd's Syndicate 5820 is Jubilee Managing Agency Limited. It is entered in the Register of Lloyd's Managing Agents. Its registered office is at 47 Mark Lane, London EC3R 7QQ and it is registered in England under number 04434499. The *insurer* is authorised and regulated by the Financial Conduct Authority and entered on its register under number 226696.

This Insurance is administered on behalf of the *insurer* by ITC Compliance Ltd (the "*scheme administrator*").ITC Compliance Ltd is authorised and regulated by the Financial Conduct Authority and entered on its register under number 313486. Registered Office: 4,Monarch Court, The Brooms, Emersons Green Bristol BS16 7FH.Registered in England number 4874285.

Should *you* have any questions about the insurance cover or *your* premiums please initially speak to *your* Local Sony Centre or telephone the Sony Customer Information Centre on 0844 8466 555 or go to www.sony.eu and click on 'Contact Us' on the Support page.

If you have any disability that makes communication difficult, please talk to the *scheme administrator* who will be happy to help.

All claims under this insurance will be handled by *Sony* or a *Sony* authorised Service Centre on behalf of the *insurer*. Details about making a claim and how to contact *Sony* can be found in the section 'How to Make a Claim'.

# **Your Insurance Documents**

This document *you* are reading now is *your* policy wording. It sets out the benefits, conditions and exclusions of *your* insurance. *You* will also receive an insurance *schedule* which will confirm the *product* that is covered. Together, these documents form *your* Certificate of Insurance.

Please read them carefully and make sure *you* understand fully what is covered and what is not covered and comply with all terms and conditions.

Please keep this policy wording and *your schedule* in a safe place in case *you* need to read them again or need to make a claim.

# **Understanding the policy**

Some words and expressions have the same meaning wherever they appear in this policy wording. To help *you* to recognise them when they are being used they will be shown in *italics*. These are listed at the end of this policy wording in the section 'Definitions'.

# **Policy Period**

# When you can buy this cover

This insurance can be purchased up to maximum of 12 months after the date you purchased your product.

#### When the insurance starts

If you buy this insurance at the same time that you buy your Sony product then your cover will begin on that date and this will be the commencement date shown in the schedule. If you buy this insurance at a date after the date you bought the product then the commencement date shown in the schedule will be the date of purchase of this insurance (not the date you purchased the product), but the insurance will not cover the initial exclusion period detailed below.

# Initial exclusion period

If you purchased this insurance at a later date after you purchased the product, a 30 day initial exclusion period will apply to the Accidental Damage cover only. This means that you will not be covered for any accidental

damage which occurs during the first 30 days following the *commencement date* shown in the *schedule*. The *initial exclusion period* does not apply if *you* purchased this insurance at the same time that *you* purchased the *product*.

#### When the insurance ends

The insurance will end upon the expiry of the stated *period of cover* set out in *your schedule*. For the avoidance of doubt, this insurance will not terminate on *you* making a claim, but will remain in place for the full *period of cover*. Please also see the section 'Cancellation' which tells *you* about cancelling this insurance.

# Claims helpline

If *you* require any assistance with a claim, telephone the *Sony* on 0844 8466 555. Please have the following information to hand when *you* call - the make, model and serial number of the *product*, details of when and where the *product* was purchased and the original purchase price. Always call before any repair work is undertaken.

#### 17.COOLING OFF PERIOD

If having bought this insurance *you* decide that *you* do not want it after all, simply return *your* policy wording and *schedule* to *Sony* within 30 days of receipt, or within 30 days of the start date of *your commencement date*, if that is later. Any premium paid by *you* will be refunded as long as *you* have not made a claim and do not intend to make a claim.

# **18.CERTIFICATION OF COVER**

This policy wording and *your* insurance *schedule* together certify that insurance has been effected between *you* and the *insurer*. In return for payment of the premium the *insurer* agrees to insure *you* in accordance with the terms and conditions contained in and endorsed on these documents. The *insurer* has entered into a Binding Authority Contract -reference number B0716WRE132272163 with ITC Compliance Limited, under which the *insurer* has authorised ITC Compliance Limited to sign and issue *your* insurance documentation on its behalf. Signed by

Matthew Dyer, Chief Executive Authorised signatory for ITC Compliance Limited

# 19.WHEN YOU CAN BUY THIS COVER

This insurance can be purchased up to a maximum of 12 months after the date you purchased your product.

# **20.REGISTRATION REQUIREMENTS**

Whether *you* acquire *your* insurance in-store, via *Sony's* Customer Call Centre or online, *your* insurance cover will not be valid until all information, i.e. customer data and *product* serial number has been provided and *your* registration has been completed. Therefore, no claim will be accepted under this policy unless both *your product* and *your insurance* have been registered.

Upon receipt of *your* completed insurance registration *you* will be issued with a personal insurance *schedule* setting out details of *your* insurance either in store or by email. *You* will need to refer to the details set out in the *Schedule* in the event that *you* need to make a claim.

# 21.GEOGRAPHICAL AREA

Means United Kingdom and worldwide for a period of 30 days.

# **ACCIDENTAL DAMAGE COVER**

#### 22. WHAT IS COVERED UNDER ACCIDENTAL DAMAGE COVER

This insurance will cover *you* for the repair or replacement of *your product* in the event that it sustains *accidental damage* during the *period of cover*, subject to the terms, conditions and exclusions stated in this policy wording. Please note that:

- (a) only the *product* stated in the *schedule* is covered. For example, any portable external storage media is not included.
- (b) to qualify for a claim, the accidental damage must prevent *your product* from operating or performing to the same standard and quality at the time *you* purchased the *product*. For example, superficial or cosmetic damage such as stains, blemishes, scratches and dents will not be covered.

If your product cannot be repaired then Sony will provide a replacement. Sony will always attempt to repair the product, subject to the terms and conditions and exclusion set out in this policy wording unless:

- (a) Sony cannot obtain the spare parts to repair it, or
- (b) Sony can replace it for less than the cost of the repair.

If Sony replaces the product Sony will provide you with equipment which is of the same or similar specification to the original product. Sony will only offer a replacement if Sony has agreed to do so before any repair is carried out. Sony will not be responsible for any costs that you may incur in disposing of your original product. If the product is replaced, the unexpired portion of the insurance will apply to the replacement product.

#### 23. POLICY LIMITS

This insurance will cover the cost of repairs to the product, including parts and labour charges following *Accidental Damage* from the date of purchase of the Product until (and including) the expiry date of this insurance as shown on your schedule.

Sony will, subject to the full terms, conditions and exclusions of this policy wording, repair the Product unless:

- a) Sony cannot obtain the spare parts to repair it; or
- b) Sony can replace it for less than the cost of the repair.

Sony will only replace the Product if it has agreed to do so before a repair is carried out. If the Product is replaced the unexpired portion of the insurance will apply to the replacement Product.

If Sony does not repair the Product it will replace it with equipment of the same or similar specification.

Sony will not be responsible for any costs that you may incur while disposing of your original Product.

# 24. WHAT IS NOT COVERED UNDER ACCIDENTAL DAMAGE COVER (EXCLUSIONS)

This Insurance does not cover:

- 1. any damage to the product sustained during the 30 day initial exclusion period, if this applies:
- 2. damage or defects caused by use, operation or treatment of the *product* inconsistent with normal personal or domestic use;
- 3. damage or changes to the *product* as a result of:
  - (a) misuse;
  - (b) virus infections or use of the *product* with software not provided with the *product* or incorrectly installed software;
  - (c) repair or attempted repair by persons who are not *Sony* or Authorised Service Network members('ASN members');
  - (d) neglect;
  - (e) fire, chemicals, other substances, flooding, vibrations, excessive heat, improper ventilation, power surges, excess or incorrect supply or input voltage, radiation, electrostatic discharges including lightning, other external forces and impacts;
- 4. damage which does not prevent *your product* from operating or performing to the same standard and quality at the time *you* purchased the *product*(superficial or cosmetic damage such as stains, blemishes, scratches and dents will not be covered);
- 5. any damage that occurred prior to the Commencement date:
- 6. financial loss of any description other than the repair or replacement costs in respect of *your product* that has suffered accidental damage stated as being covered in this Insurance Certificate;
- 7. any costs related to transportation, delivery or installation/reinstallation of the original appliance;

- 8. any legal liability directly or indirectly caused by or contributed to or arising from:
  - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 9. any loss or damage or liability directly or indirectly occasioned by, happening through or inconsequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, terrorism of any kind, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

# **EXTENDED WARRANTY COVER**

#### 25.WHAT IS COVEREDUNDER EXTENDED WARRANTY COVER

This insurance will cover the cost of repairs to the *product*, including parts and labour charges following mechanical or electrical breakdown from the date of purchase of the *Product* until (and including) the expiry date of this insurance as shown on *your schedule*.

Sony will, subject to the full terms, conditions and exclusions of this policy wording, repair the *Product* unless:

- a) Sony cannot obtain the spare parts to repair it; or
- b) Sony can replace it for less than the cost of the repair.

Sony will only replace the *Product* if it has agreed to do so before a repair is carried out. If the *Product* is replaced the unexpired portion of the Repair Service Plan will apply to the replacement *Product*.

If Sony does not repair the Product it will replace it with equipment of the same or similar specification.

Sony will not be responsible for any costs that you may incur while disposing of your original Product.

# 26.WHAT IS NOT COVERED UNDER EXTENDED WARRANTY COVER (EXCLUSIONS)

This insurance does not cover:

- Periodic maintenance and repair or parts replacement due to wear and tear;
- 2. Batteries, accessories or consumables
- 3. Damage or defects caused by use, operation or treatment of the *Product* inconsistent with normal personal or domestic use; and
- 4. Damage or changes to the *Product* as a result of:
  - a) Misuse, including: treatment resulting in physical, cosmetic or surface damage or changes to the *Product* or damage to liquid crystal displays; failure to install or use the *Product* for its normal purpose or in accordance with our instructions on installation or use; failure to maintain the *Product* in accordance with our instructions on proper maintenance; installation or use of the *Product* in a manner inconsistent with the technical or safety laws or standards in the country where it is installed or used;
  - b) Virus infections or use of the *Product* with software not provided with the *Product* or incorrectly installed software;
  - c) The condition of or defects in systems with which the *Product* is used or incorporated except other *Sony product*s designed to be used with the *Product*;
  - d) Use of the *Product* with accessories, peripheral equipment and other *product*s of a type, condition and standard other than prescribed by us;
  - e) Repair or attempted repair by persons who are not *Sony* or Authorised Service Network members ("ASN members");
  - f) Adjustments or adaptations without our prior written consent, including: upgrading the *Product* beyond specifications or features described in the instruction manual; or modifications to the *Product* to conform it to national or local technical or safety standards in countries other than those for which the *Product* was specifically designed and manufactured:
  - g) Neglect; and
  - h) Accidental Damage, fire, liquids, chemicals, other substances, flooding, vibrations, excessive heat, improper ventilation, power surges, excess or incorrect supply or input voltage, radiation, electrostatic discharges including lighting, other external forces and impacts.
- 5. Any legal liability directly or indirectly caused by or contributed to or arising from:
  - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 6. Any damage or liability directly or indirectly occasioned by, happening through or inconsequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, terrorism of any kind, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

We reserve the right to refuse to repair and/or replace the *Product* if you do not have your original proof of purchase for the *Product*.

#### 27. CANCELLING THE POLICY AFTER THE COOLING OFF PERIOD

You may cancel this insurance at any time after the cooling-off period by returning *your* Insurance Certificate and *schedule* to *Sony*. You will be charged an administration fee of £10.00 and there will be a refund proportionate to the unexpired period left under *your* insurance as long as *you* have not made a claim and do not intend to make a claim.

# **Automatic end to cover**

This insurance will end automatically when you cease to own the product.

#### **Cancellation by Insurer**

The *insurer* cannot cancel *your* cover during the *period of cover* unless *you* make, or someone acting on *your* behalf makes, a fraudulent claim.

# 28. CHANGING THE POLICY

If you need to make a change to your policy (for example, if you move or transfer the product to someone else, please contact either Sony or the scheme administrator (see contact details in section 15 below).

# 29.CLAIMS CONDITIONS

# Who to contact

All claims must be notified to *Sony* (using the contact details set out below) to establish the cause within 30 days of the damage.

# **Claim Procedure**

Before any repair work is undertaken *you* must telephone *Sony* on 0844 8466 555 with details of the damage. Please have the following information ready - the make, model and serial number of the *product* details of when and where the *product* was purchased and the original purchase price. We recommend that *you* check this Insurance Certificate under the sections 'What is Covered' and 'What is not Covered' to ensure that the cause of damage is covered.

# **Repair Authorisation**

You will need to return the *product* to the *Sony* dealer where *you* bought it, or to an authorised *Sony* service centre. *Sony* will review *your* cover under the Insurance and inspect the *product*. If it is covered, *Sony* will start work on repairing *your* product.

# **Repair Completion**

After the repair has been completed, *you* must check that all the work has been properly completed. If the repair is not satisfactory do not sign any note of satisfaction or provide any similar confirmation stating the work is acceptable to *you*, and *you* must advise *Sony* immediately.

# Salvage

Sony will not be liable for the disposal of your product, or any part of it, if your claim is found not to be valid.

# Keeping to the terms

You must comply with the claims procedure explained here to have the full protection of *your* insurance. If *you* do not comply, *Sony* may at its option ask the *Insurer* to cancel the insurance or refuse to deal with *your* claim or reduce the amount of any liability.

# **Fraud**

The *insurer* takes a robust approach to fraud prevention. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by *you* or any one acting on *your* behalf to obtain benefit under this insurance, *your* right to any benefit under this insurance will end, *your* policy will be cancelled and the *insurer* will be entitled to recover any costs incurred as a result of any such fraudulent or misleading claim. The *insurer* may also inform the police.

# **30.CUSTOMER SERVICE AND COMPLAINTS**

#### **Service**

Both *Sony* and the *scheme administrator* aim to provide *you* with a first class service and *Sony* is committed to providing *you* with an excellent claims handling service. *Sony* will always try to solve any problem *you* may have to *your* satisfaction. If *you* have any disability that makes communication difficult, please tell *Sony* when *you* contact *Sony* and every effort will be made to assist *you*.

# **Cover and premium queries**

If *you* have any queries about the cover provided or *your* premium please contact the place *you* purchased this insurance or contact *Sony* by telephoning the Sony Customer Information Centre on 0844 8466 555 or go to www.sony.eu and click on 'Contact Us' on the Support page.

#### **Claims matters**

If you have any queries about a claim you have made please contact Sony by telephoning the Sony Customer Information Centre on 0844 8466 555.

# How to complain

If *you* wish to make a complaint about any aspect of this insurance, including a claim *you* have made, please, in the first instance, write to Sony Europe marked for the attention Premium Services, Sony Europe, The Heights, Brooklands, Weybridge, SurreyKT13 0XW, or by telephone on 0844 8466 555.

If you continue to be dissatisfied you may escalate your complaint by writing to the Scheme administrators. The address is: Sony Complaints Department, ITC Compliance Limited, 4 Monarch Court, The Brooms, Emersons Green, Bristol BS167FH, or email sonycomplaints@itccompliance.co.uk,or telephone on +44 845 1772266.

If *you* are not satisfied with the way *your* complaint has been handled *you* may refer the matter to Lloyd's .If *you* wish to do this, please contact: Policyholder and Market Assistance, Lloyd's Market Services, 1Lime Street, London, EC3M 7HA. Phone: +44 207 3275693, Fax: +44 207 327 5225, E-mail:complaints@lloyds.com. Complaints that cannot be resolved by Lloyd's may be referred to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR or tel:+44 800 0 234 567\*. Further details will be provided at the appropriate stage of the complaints process.

\*Calls to this number are free if *you* are calling from a 'fixed line' (e.g. a landline at home). If *you* are a mobile phone user who pays a monthly charge for calls to numbers starting 01 or 02, then call free on +44 300 123 9 123.

If you make a complaint, your legal rights will not be affected.

# 31.LEGAL, REGULATORY AND OTHER INFORMATION

# Law applicable

Both *you* and the *insurer* may choose the law which applies to this contract. Unless *you* and the *insurer* agree otherwise, the law which applies to this contract is the law which applies to the country in Europe in which *you* permanently reside.

# **Financial Services Compensation Scheme**

The *insurer* is covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation from the Scheme if the *Insurer* is unable to meet its obligations to *you* under this contract. Further information can be obtained from the Financial Services Compensation Scheme, websitewww.fscs.org.uk/ or by phone at 0207 741 4100.Alternatively, *you* may write to: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph St, London, EC3A 7QU.

# **Premiums and Claims - Your Rights**

When handling premium payments from *you* that are due to the *Insurer* and when handling any claim *you* make, the *Scheme Administrator* and *Sony* act as authorised agents of the *Insurer*. This means that when *you* pay a premium to *Sony* it is deemed to have been received by the *Insurer* and that any valid claim *you* make with *Sony* is not deemed to have been settled until *you* have actually received a repaired or replacement item of equipment.

#### **Data Protection**

Information You supply when purchasing the Insurance may be transferred between, and held and used by: Sony, the Scheme Administrator and the Insurer for the purposes of insurance administration. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes. Your information may also be used for crime prevention. For any of these purposes, Your information may be transferred to countries that do not have stringent data protection laws. If this is necessary, the party transferring your data will seek assurances from recipient as to the security surrounding the handling of Your information before it proceeds.

You have the right to access and if necessary rectify information held about You (this is known as a Subject Access Request). Please contact the Scheme Administrator.

In assessing any claims made, Sony and the Insurer, or their associated companies or agents, may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy or repossessions). Information may also be shared with other insurance providers either directly or via those acting for the Insurer (such as loss adjusters or claims investigators).

When Your insurance ends all information held about You (including information held on systems) will be destroyed or erased. The Data Controller's associated companies and agents will be advised to do the same.

# Insurer's Liability

This insurance is underwritten 100% by a Lloyd's syndicate, and each member of the syndicate (rather than the syndicate itself) is an *insurer*. Each member has underwritten a proportion of the total liability for the syndicate, which is the total of the proportions underwritten by all the members of the syndicate taken together. A member is liable only for that member's proportion and is not jointly liable for any other member's proportion.

The business address of each syndicate member is Lloyd's, 1 Lime Street, London EC3M 7HA. The identity of each member and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

### 32.DEFINITIONS

The words and expressions below will have the same meaning wherever they appear in this Insurance Certificate. To help *you* to recognise them when they are being used they will be shown in *italics*.

"Accessories" means items such as, but not limited to, headphones, battery chargers, carrying cases and handsfree mounting kits.

"Accidental damage" means damage to the *product* that occurs suddenly as a result of an unexpected and non-deliberate external action and results in *your product* failing to operate or perform to the same standard and quality at the time *you* purchased the *product*.

"Consumables" means components that are expected to require periodic replacement during the lifetime of a product such as non-rechargeable batteries, print cartridges, styli, bulbs, etc

"Initial exclusion period" means the 30 day period immediately following the commencement date during which you are not covered by this insurance. This applies ONLY if you purchased this insurance at a date after you purchased the product. If you purchased this insurance at the same time as you purchased the product the initial exclusion period will not apply.

"Commencement date" means the date your insurance starts, as shown in your schedule.

"Insurer" means Jubilee Insurance, Lloyd's Syndicate 5820.

"Period of cover" means the period your cover lasts starting on the commencement date shown in your schedule, starting on the commencement date.

"Product" means only the Sony product stated on your schedule.

"Schedule" means the insurance schedule which will be issued to you when you purchase this insurance. It will state your name and address as well as the commencement date, period of cover and the product covered.

"Scheme administrator" means ITC Compliance Ltd.

"Sony" means Sony Europe Ltd or an authorised Sony Centre who act as an appointed representative of ITC Compliance Limited who are authorised and regulated by the Financial Conduct Authority (UK)

"You, your" means the person named in the schedule who has purchased and owns the product and has taken out this insurance.

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