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Maker Mends Watch Guard Cover Policy Terms and Conditions

1. Introduction

1.1. This document sets out the benefits, conditions and exclusions of *your* Watch Guard Cover product. This cover has been arranged by *Maker Mends* and is provided by Assurant General Insurance Limited.

1.2. *Your insured goods* are only covered as long as *you* follow the terms and conditions of this Certificate. Please read carefully to ensure *you* have the cover *you* require. Certain exclusions also apply, please see the Exclusions section.

1.3. Copies of this policy can be made available, on request, in alternative media forms in accordance with the requirements contained within the disability discrimination legislation.

2. Definitions

The following words and phrases are shown in Italics throughout this certificate; their meanings are shown after them:

2.1. *family* - *you*, *your* spouse or partner, children or parents who permanently live in *your* home.

2.2. *incident date* - the date *your insured goods* are damaged.

2.3. *insured good/goods* - the items *you* have purchased from the *provider* and have cover for through Maker Mends Watch Guard Cover.

2.4. *Maker Mends* - Maker Mends, PO Box 6003, Basildon, SS15 6BX.

2.5. *our* - belonging to *us*.

2.6. *provider* - the store, approved by *us*, where *you* have purchased the *insured goods*.

2.7. *purchase price* - the price *you* paid for *your insured goods* as specified on *your* itemised purchase receipt.

2.8. *sum insured* - the *purchase price* and the maximum liability value of the *insured goods*. The *sum insured* cannot exceed the *purchase price* or £10,000, whichever is the lesser.

2.9. *UK* - Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

2.10. *we*, *us* - Assurant General Insurance Limited. A member company of Assurant Solutions.

2.11. *you* - the person named on the schedule.

2.12. *your* - belonging to *you*.

3. What is insured?

3.1. This policy provides worldwide cover for *your insured goods* provided that any claim *you* need to make is made through *Maker Mends* or *us*.

3.2. Cover will start from:

3.2.1. the date of purchase of the *insured goods* from the *provider* as shown on *your* itemised purchase receipt.

3.3. Cover will cease:

3.3.1. 12 months after the date of purchase of the *insured goods*; or

3.3.2. on each *insured good* when it has been replaced, or repaired up to the sum insured, under the insurance following a valid claim.

3.4. *We* will repair or replace the *insured goods* in the event of:

3.4.1. **Accidental Damage** providing that there is visible evidence that an external force has been applied.

3.4.2. **Standard perils**, damage or destruction caused directly by: Storm, flood, lightning, earthquake, fire, smoke or explosion.

4. Policy Conditions

4.1. *You* are only insured for *goods* purchased by *you* for which *you* have the original proof of purchase for.

4.2. To be protected under this policy *you* must be over 18 years of age.

4.3. *You* must take all reasonable steps to protect *your* property and prevent damage.

4.4. The terms and conditions of this cover do not affect *your* statutory rights.

5. Cancellations

5.1. This policy can not be cancelled by either party at any time.

6. Law Applicable to Contract

6.1. Under the relevant European Community and *UK* legal provisions the parties to the proposed contract of insurance are free to choose the law applicable to the contract. In the absence of an agreement to the contrary, the laws of England and Wales will apply.

6.2. *Maker Mends* offer this cover as agents for Assurant General Insurance Limited, incorporated in England no 2341082, whose registered address is: Assurant House, Victoria Street, Windsor, Berkshire SL4 1EN.

7. Claims Conditions

7.1. The original receipt showing proof of purchase of *your goods* from the *provider* and this policy certificate will be required in the event of a claim.

7.2. *You*, as may be reasonably required, will agree to examination under oath by any person named by *us* in connection with a claim. The statement given must be signed.

7.3. If *you* make a claim *you* must give *us* all the evidence and documentation that *we* need to prove *your* claim. *You* will have to pay any cost involved in doing this.

You must give *us* this evidence in the way *we* ask.

7.4. *We* may also request information from third parties in order to prove *your* claim.

7.5. *We* may start legal action in *your* name (but at *our* expense and for *our* own benefit) to recover from others, compensation in respect of *goods* covered by Watch Guard.

7.6. During *your* claim *we* may arrange for an agent to visit *you*. The purpose of such a visit will be to gather details regarding *your* claim in order to ensure an accurate assessment can be made. It is essential that *you* comply with such a visit, if *you* fail to comply, *we* will not continue with the validation of *your* claim and *your* claim will be finalised.

7.7. *We* reserve the right to repair or replace any *insured goods* with either alternative goods or an exact replacement, if available, from the place of purchase or *Maker Mends* up to the value of the *sum insured* and at *our* discretion.

7.8. Where a claim is settled by complete replacement of the *insured goods*, this policy will expire upon completion of the settlement transaction.

7.9. *Our* maximum liability under this policy is the *sum insured* of the *insured goods*.

7.10. There is no cash alternative in the event of a valid claim.

7.11. If a claim is fraudulent, fraud is suspected in any respect, or any false information is supplied in relation to *your* policy or claim, all benefits under this policy will be forfeited and *you* may be liable to criminal prosecution. *We* may cancel this policy immediately and *we* may demand *you* return any *goods* *we* have already supplied to *you*. *We* also reserve the right to take legal action against any third party to recover any monies paid. *We* will keep the premium *you* have paid *us*. *We* may also advise the police and/or prosecute *you*.

8. What is not insured

You cannot make a claim for damage or destruction caused by or arising from:

8.1. any repair previously completed, and/or if the *insured goods* are under warranty by a repairer;

8.2. normal wear and tear, denting, scratching or any gradually operating cause;

8.3. any process of cleaning, restoration or alteration;

8.4. not following the manufacturer's operating instructions or over-winding;

8.5. damage caused by or during the execution of any criminal act by *you*;

8.6. malicious damage caused by *you*, *your family* or any person lawfully on *your* premises;

8.7. damage caused within from *your* premises where they have been left unoccupied for a period of more than 45 consecutive days;

8.8. the *insured goods* being lost as a result of any damage;

8.9. any consequential loss;

9. How to Claim

9.1. Please call Assurant General Insurance Limited on 0844 871 1115 for advice how to proceed.

9.2. All claims must be made within 30 days of the incident. Failure to do so may invalidate *your* claim.

9.3. In the event of a claim, *you* may be asked to complete a claim form and provide proof of purchase to *us* for evaluation.

9.4. We highly recommend *you* using Royal Mail Special Delivery to return *your insured goods*. We will not be held responsible for any *goods* returned by *you*, and not received by either *us* or *Maker Mends*.

9.5. We will not reimburse *you* for any cost towards the postage and packaging *you* have incurred for the return of the *insured goods*.

10. Customer Care

10.1. We care about the service we provide to *you* and we make every effort to maintain the highest possible standards. If *you* have any questions about *your* policy please ask *us*. Please have this document available so that we can deal with *your* enquiry quickly.

10.2. Although we set ourselves high standards, if we do not meet *your* expectations and *you* are not satisfied in some way we would like to know. If *you* follow the guidelines below, *your* complaint will be dealt with in the most efficient way possible.

Step 1 – Write to: The Quality Assurance Manager, Assurant General Insurance Limited, Assurant House, Victoria Street, Windsor, Berkshire, SL4 1EN, telephone 0870 024 0714 or e-mail uk.complaints@assurant.com

Step 2 – If *you* are still not satisfied with the way *your* complaint has been dealt with, *you* have the right to ask the Financial Ombudsman Service to review *your* case. *You* can contact him at the following address: South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone: 0845 080 1800.

10.3. In order for the Financial Ombudsman Service to review *your* case, *you* must send *your* complaint to them within 6 months of *our* final correspondence to *you*.

10.4. Watch Guard cover is underwritten by Assurant General Insurance Limited, incorporated in England no. 2341082. The registered address is: Assurant House, Victoria Street, Windsor, Berkshire, SL4 1EN.

11. Assignment

11.1. The benefits of this contract may not be assigned to a third party.

12. Data Protection

12.1. We are committed to maintaining the personal data that *you* provide in accordance with the requirements of data protection legislation. *Our* Privacy Statement below gives further information about this.

12.2. Assurant General Insurance Limited, its other related entities, and carefully selected third parties may use *your* personal data to keep *you* informed about insurance products, services and special offers that may be of interest to *you*. If *you* do not wish *your* personal information to be used in this way please write to *us*.

13. Notice to Customers

13.1. *You* are advised that any telephone calls made to *our* administration and claims handling units may be monitored or recorded. This is to monitor the accuracy of information provided by *our* customers and *our* own staff. It may also be used to provide additional training to *our* staff or to prove that *our* procedures comply with legal requirements. *Our* staff are aware that conversations can be monitored and recorded.

13.2. If we are unable to meet *our* liabilities, *You* may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) who can be contacted at: 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN. The first £2,000 of an insurance claim or policy is covered in full through the FSCS, plus 90% of the

balance.

13.3. Assurant General Insurance Limited (FSA Number 202735) is authorised and regulated by the Financial Services Authority. You can check this on the FSA register at <http://www.fsa.gov.uk/register/> or by calling 0845 606 1234

14. Privacy Statement

14.1. *Your* data controller:

14.1.1. For the purposes of the Data Protection Act 1998, the data controller in respect of any personal information provided is Assurant General Insurance Company Limited.

14.1.2. *You* may be assured that Assurant General Insurance Limited will treat all personal data as confidential and will not use or process it other than for legitimate purposes. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary.

Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

14.2. Uses made of *your* personal information:

14.2.1. The personal information that *you* provide *us* will be used for a number of different purposes including:

14.2.2. to manage and administer *your* policy;

14.2.3. to assess *your* application or subsequent claim(s) including: conducting credit checks and fraud background checks;

14.2.4. to offer *you* insurance products and services (except where *you* have asked *us* not to do so) and to help *us* develop new ones;

14.2.5. to contact *you* with details of changes to the products *you* have bought;

14.2.6. for internal analysis and research;

14.2.7. to comply with legal or regulatory requirements; and

14.2.8. to identify *you* when *you* contact *us*.

14.3. *We* may use external third parties to process *your* personal information on *our* behalf in accordance with these purposes.

14.4. Sharing of *your* personal information:

Unless *you* have asked *us* not to do so, *your* personal information provided may be shared with other organisations: so *you* can receive, either in writing or by telephone, details of other products and services which may be of interest to *you*; and in order for *us* to comply with any legal or regulatory requirements.

We may share *your* personal information with *our* related companies to Assurant Insurance Company Limited for the purposes set out in this Privacy Statement.

14.5. Sensitive personal data:

To the extent that *you* provide sensitive personal data, *we* (and our related companies) may also process such sensitive personal data, both manually and by electronic means, for the same purposes described in this Privacy Statement.

Sensitive personal data includes information as to the commission or alleged commission of any offence by *you*.

14.6. Business changes:

If *we*, or a related company, undergoes a reorganisation or is sold to a third party, the personal information provided to *us* may be transferred to that reorganised entity or third party and used for the purposes set out in this Privacy Statement.

14.7. Overseas transfers:

We may transfer *your* personal information to countries located outside the European Economic Area (the EEA). This may happen when *our* servers, suppliers and/or service providers are based outside of the EEA. The data protection laws and other laws of these countries may not be as comprehensive as those that apply within the EEA - in these instances *we* will take steps to ensure that *your* privacy rights are respected. Details of the countries relevant to *you* will be provided to *you* upon request.

14.8. Access to/correction of *your* information:

With limited exceptions, *you* have the right to ask for a copy of the information that

we hold about *you*. There may be a charge for this. If any of the information that *we* hold about *you* is incorrect, please write to *us* at Assurant General Insurance Limited, Assurant House, Victoria Street, Windsor, Berkshire, SL4 1EN, and *we* will amend as necessary.