

Gadget & Mobile Phone Insurance Policy Document

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Section 1 - Introduction

About Your Insurance

Welcome to **your** Gadget & Mobile Phone Insurance Policy Document.

This insurance is designed to protect **you** if **your gadget or mobile phone** is accidentally damaged, lost or stolen. It also provides cover if **your gadget or mobile phone** suffers a mechanical or electrical breakdown outside of the manufacturer's guarantee period.

Cover for **accidental loss** is optional and is subject to payment of an additional premium. **Your Policy Schedule** will show whether or not **you** have selected this cover.

Please take time to read the "Important Information" section on page 4 of this Policy Document. It tells **you** about things **you** need to check and the actions **you** need to take. It also contains details of the initial **exclusion period** when **you** cannot claim, the maximum age of the **gadget(s)/mobile phone(s)** that **you** can insure and the amount **you** must contribute when **you** make a claim. Details of the insurer's right to change **your** cover or premium are also shown here.

- This insurance was arranged by Cover4insurance.com, who is also the policy administrator. Cover4insurance.com is a trading name of UK & Ireland Insurance Services (Online) Limited. Cover4insurance.com is referred to as the **agent** in this Policy Document. Contact details for the **agent** are:

Cover4insurance.com
UK & Ireland Insurance Services (Online) Limited
The Stables
Old-Co-op Yard
Warwick Street
Manchester M25 3HB.

Telephone: 0161 772 3390
Email: customerservices@cover4insurance.com

- The insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited. Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Lloyd's Syndicate 4444 is referred to as "**we**", "**us**" and "**our**" in this Policy Document.
- Claims are handled by Stream Claim Solutions on **our** behalf. Stream Claim Solutions is referred to as the **claims administrator** in this Policy Document.

Your insurance is an annual policy. The insurance starts on the policy **start date** and continues for a period of 12 months.

Some words and phrases in this Policy Document and in **your Policy Schedule** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold**. They are all listed and explained in the "Definitions" section which can be found on page 11 of this Policy Document.

All insurance documents and all communications with **you** about this policy will be in English.

Please contact **your agent** if **you** need any documents to be made available in braille and/or large print and/or in audio format. Their contact details are shown above.

How to Make a Claim

To make a claim, call the **claims administrator** on 0161 974 1101. Lines are open between 9am and 5pm Monday to Friday.

Alternatively, please send an email to claims@cover4insurance.com or write to Stream Claim Solutions, 60 Spring Gardens, Manchester M2 2BQ.

The Insurance Contract

This Policy Document and **your Policy Schedule** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Document carefully along with **your Policy Schedule** so **you** can be sure of the cover provided and to check that it meets **your** needs.

This Policy Document and **your Policy Schedule** have been arranged on behalf of Cover4insurance.com, which is a trading name of UK & Ireland Insurance Services (Online) Limited, by Avid Insurance Services Limited in its capacity as **our** agent under contract reference B6839EW00220. In exchange for **your** payment of the premium referenced in **your Policy Schedule**, **you** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.



Signed by
(Stephen Gibson, Managing Director)
Authorised signatory of Avid Insurance Services Limited
20 St Dunstan's Hill
London
EC3R 8HL

Section 2 - Important Information

It is important that:

- **You** check **your Policy Schedule** to ensure the details are correct and that the cover is as **you** requested;
- **You** check that **you** are eligible for this insurance (see “Eligibility” below);
- **You** check the information **you** have given **us** is accurate (see “Disclosure of Important Information” below);
- **You** notify **your agent** as soon as possible of any inaccuracies on **your Policy Schedule**, or if **you** are not eligible for the insurance; and
- **You** comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.

Conditions

There are conditions which apply to this insurance and full details of these can be found in the “General Conditions” section on page 8 of this Policy Document. There are also conditions which relate specifically to making a claim, and these can be found in the “Making a Claim” section on page 8.

In these sections **you** will find conditions that **you** need to meet. If **you** do not meet these conditions, **we** may reject a claim payment or a claim payment could be reduced. In some circumstances, **your** policy may be cancelled.

Initial Exclusion Period

A 30 day **exclusion period** applies to **your** insurance. This means that **you** are unable to claim:

- within the first 30 days of the policy **start date**. If **you** renew **your** policy for a further 12 months, the **exclusion period** does not apply at renewal.
- within the first 30 days of adding a **gadget** and/or **mobile phone** to **your** policy or replacing an existing **gadget** and/or **mobile phone**. If **you** add a **gadget** or **mobile phone** to **your** policy, the **exclusion period** only applies to the **gadget** or **mobile phone** which is added.

Which Gadgets You Can Insure

Any **gadget(s)** and/or **mobile phone(s)** that **you** insure under this policy must be less than 36 months old, in good condition and in full working order with a valid **evidence of ownership** when cover begins for that item. The **gadget(s)** and/or **mobile phone(s)** cannot have been purchased outside the United Kingdom, the Republic of Ireland, the Channel Islands or the Isle of Man, at auction or from an online auction website. Refurbished items must be purchased directly from the manufacturer or Network Provider. Second hand items that are not refurbished cannot be covered.

Mobile phones must be fitted with an active, functioning SIM card at the policy **start date**. It is also a requirement that **you** provide **evidence of usage** in the event of a claim. Please see the definition of **evidence of usage** on page 11 of this Policy Document.

Adding, Replacing or Removing a Gadget

Please contact **your agent** if **you** want to add, replace or remove a **gadget** or **mobile phone**.

Policy Excess

You must pay an amount towards any claim. These amounts are shown on **your Policy Schedule**. If **your** claim relates to more than one **gadget** or **mobile phone** **you** will only have to pay one **excess** (this will be the highest applicable **excess**).

Information You Give Us

Eligibility

When **you** applied for this insurance **we** asked **you** to confirm that **you** were eligible for cover. The eligibility requirements are as follows:

- **You** must be aged 18 or over at the time of purchasing this insurance.
- **Your gadget** or **mobile phone** must not have been lost, stolen or damaged before the **start date** of this insurance.
- **Your gadget** or **mobile phone** must be less than 36 months old.
- **You** must own the **gadget** or **mobile phone** to be insured, which must not have been purchased at auction or from an online auction website. Refurbished items must be purchased directly from the manufacturer or Network Provider. Second hand items that are not refurbished cannot be covered.
- **Your gadget** or **mobile phone** must have been purchased within the United Kingdom, the Republic of Ireland, the Isle of Man or the Channel Islands, and must have been manufactured to a UK specification.
- **You** must be a permanent resident in the United Kingdom, the Channel Islands or the Isle of Man.

We will not provide any cover if **you** do not meet these eligibility requirements at the start date of **your** policy. Please contact **your agent** as soon as possible if **you** are not eligible for this insurance, if a change in circumstances means that **you** no longer meet these eligibility requirements or if **you** have any queries. Their contact details are on page 3 of this Policy Document.

If **your gadget** or **mobile phone** becomes more than 36 months old during the **period of insurance**, cover will continue until the expiry of this **period of insurance**, but not after that.

Disclosure of Important Information

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us** via **your agent**. **You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy. If the information provided by **you** is not complete and accurate:

- **we** may cancel **your** policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium, or
- the extent of the cover may be affected.

If **you** become aware that any information **you** have given is incomplete or inaccurate, please contact **your agent** as soon as possible. Their contact details are shown on page 3 of this Policy Document

Our Right to Change the Cover or Price

If **we** change the terms of cover or price of **your** policy, it will only be done at **your** next annual renewal date.

Section 3 - What Is And Is Not Covered

Policy Limits

- For any one claim, **we** will pay up the amounts shown in **your Policy Schedule**.
- **We** will pay a maximum of 2 claims during any one **period of insurance**.
- **You** must pay the **excess** amount shown on **your Policy Schedule** when **you** claim.
- If **your** claim relates to more than one **gadget** or **mobile phone** **you** will only have to pay one **excess** (this will be the highest applicable **excess**).

Your Policy Schedule will show which sections of cover **you** have chosen.

Please read the general exclusions in Section 4 as well as the specific exclusions for each section of cover.

WHAT IS COVERED	WHAT IS NOT COVERED
<p><u>Section A - Accidental Damage</u></p> <p>We will repair or replace your gadget or mobile phone, up to the sum insured shown in your Policy Schedule, if it is damaged as a result of accidental damage.</p> <p>A replacement gadget or mobile phone will be provided in accordance with the "Replacement Equipment" section on page 8 of this Policy Document.</p> <p><u>Section B – Breakdown</u></p> <p>We will pay the cost of repair, up to the sum insured shown in your Policy Schedule, if your gadget or mobile phone is damaged as a direct result of an electrical or mechanical breakdown which occurs outside of the manufacturer's guarantee period.</p> <p>If we are unable to economically repair your gadget or mobile phone then, at our discretion, a replacement item may be provided.</p> <p>A replacement gadget or mobile phone will be provided in accordance with the "Replacement Equipment" section on page 8 of this Policy Document.</p>	<ol style="list-style-type: none"> 1) Any claim if the gadget or mobile phone is not returned to the claims administrator for inspection. 2) Any claim resulting from a manufacturing defect or gadget/mobile phone recall. 3) Any claim for the replacement of, or adjustment to, fittings, control knobs or buttons, batteries or aerials. 4) Any claim resulting from repairs carried out by a repairer not authorised by us. 5) Any claim if the IMEI or serial number cannot be determined from your gadget or mobile phone. 6) Any claim that arises while your gadget or mobile phone is in the possession of anyone other than you or a member of your immediate family. 7) Any claim resulting from wear and tear or the gradual deterioration of performance. 8) Any claim for scratching, denting or marking of your gadget or mobile phone which affects the appearance of your gadget or mobile phone but does not affect its performance or functionality in any way. 9) Any claim relating to mechanical or electrical breakdown of a laptop or desktop computer. 10) Any claim arising directly or indirectly as a result of: <ol style="list-style-type: none"> a) you deliberately damaging or neglecting the gadget/mobile phone; b) you not following the manufacturer's instructions; c) routine servicing, inspection, maintenance or cleaning; d) the use of non-original accessories.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Section C - Theft</p> <p>We will replace your gadget or mobile phone, up to the sum insured shown in your Policy Schedule, if it is stolen.</p> <p>The replacement gadget or mobile phone will be provided in accordance with the “Replacement Equipment” section on page 8 of this Policy Document.</p> <p>Where only part or parts of a gadget have been stolen, we will only replace that part or parts.</p> <p>Section D – Accidental Loss</p> <p>If you have selected the option to pay an additional premium and insured your gadget or mobile phone for accidental loss, then if you accidentally lose your gadget or mobile phone, we will replace it, up to the sum insured shown in your Policy Schedule.</p> <p>The replacement gadget or mobile phone will be provided in accordance with the “Replacement Equipment” section on page 8 of this Policy Document.</p> <p>Where only part or parts of the gadget or mobile phone have been lost, we will only replace that part or parts.</p> <p>Please note that mobile phones must be fitted with an active, functioning SIM card at the policy start date. In the event of a claim you will be required to produce evidence of usage from your Network Provider.</p>	<ol style="list-style-type: none"> 1) Any theft claim that is not: <ol style="list-style-type: none"> a. accompanied by a crime reference number. Lost property numbers are not acceptable in support of a theft claim. b. reported to the Police within 24 hours of discovery of the incident. c. (for mobile phone claims) reported to your mobile phone airtime provider within 24 hours of the discovery of the incident and a bar placed on the mobile phone. 2) If your gadget or mobile phone is stolen from a motor vehicle (including a motorcycle) unless all windows and doors were closed and locked (where the vehicle has windows and doors) and all security systems activated. 3) If your gadget or mobile phone is stolen from an unoccupied premises, unless there is evidence of violent and forcible entry to the premises. 4) Accidental Loss of your mobile phone unless its loss is reported to your Network Provider within 24 hours of your discovery of the incident. 5) Any claim that arises while your gadget or mobile phone is in the possession of anyone other than you or a member of your immediate family.
<p>Section E - Malicious Damage</p> <p>We will repair or replace your gadget or mobile phone, up to the sum insured shown in your Policy Schedule, if it is damaged through the intentional or deliberate actions of anyone other than you or a member of your immediate family.</p> <p>A replacement gadget or mobile phone will be provided in accordance with the “Replacement Equipment” section on page 8 of this Policy Document.</p> <p>Where only part or parts of the gadget or mobile phone have been damaged, we will only repair or replace that part or parts.</p>	<ol style="list-style-type: none"> 1) Any claim relating to damage caused by you or an immediate family member. 2) Any claim if the gadget or mobile phone is not returned to the claims administrator for inspection.
<p>Section F - Unauthorised Use</p> <p>If your mobile phone or gadget is accidentally lost or stolen, and the loss or theft is covered by your policy, we will refund the cost of unauthorised calls, texts and downloads made after the time it was lost or stolen up to a maximum of £250 (£20 if you have “a pay as you go” mobile phone).</p> <p>Cover will only apply to unauthorised usage taking place within 24 hours of discovery of the loss or theft of your mobile phone or gadget. Itemised bills must be provided to support your claim.</p>	<ol style="list-style-type: none"> 1) Any claim for unauthorised usage more than 24 hours after the time you discovered your mobile phone or gadget had been lost or stolen. 2) Any amount above £20 if your mobile phone is a “pay as you go” mobile phone.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Section G - Accessories</p> <p>If your claim for your gadget or mobile phone is approved, we will replace any accessories that were accidentally lost, stolen or damaged at the same time as your gadget or mobile phone, up to a maximum of £150.</p>	

What do we mean by taking care of your gadget or mobile phone?

You must:

- Not knowingly leave **your gadget** or **mobile phone** anywhere it is likely to be lost, stolen or damaged.
- If **you** need to leave **your gadget** or **mobile phone** somewhere, lock it away out of sight if at all possible. If **you** cannot lock it away then **you** must leave it hidden out of sight in a safe place.
- Make enquiries to find **your gadget** or **mobile phone** if **you** think **you** have lost it.

Reasons why your claim may not be paid

We will consider the individual circumstances surrounding **your** own claim when deciding whether or not **you** have taken care of **your gadget** or **mobile phone**, and whether or not **your** claim can be accepted.

We cannot list all reasons why **your** claim may not be paid. However, if **you** knowingly take a risk with **your gadget** or **mobile phone**, **we** may not pay **your** claim. **We** have provided some examples below of where **we** would consider **you** to have knowingly taken a risk with **your gadget** or **mobile phone**:

- In a cafe or pub, **you** leave **your gadget** or **mobile phone** on the table when **you** go to the counter, the bar or the toilet instead of taking it with **you**.
- **You** leave **your gadget** or **mobile phone** on a bench in the changing rooms at the gym rather than taking it with **you** or locking it in a locker.

Section 4 – Exclusions That Apply To The Whole Policy

General Exclusions applicable to all types of cover

We will not provide any cover for:

- Loss, theft, damage or breakdown as a result of not taking care of **your gadget** or **mobile phone**. (Please see above for an explanation of what **we** mean by taking care of **your gadget** or **mobile phone**).
- Anything that occurs during the **exclusion period**.
- Any amount above the sum insured stated in **your Policy Schedule**.
- Any policy **excess** (as detailed in the “Important Information” section on page 4 of this Policy Document).
- Any claim if **you** do not meet the eligibility requirements for this policy (as detailed in the “Important Information” section on page 4 of this Policy Document.)
- Any **gadget** or **mobile phone** if **you** cannot provide **evidence of ownership**.
- Any **mobile phone** claim where **evidence of usage** is not provided.
- Any claim which is covered under the warranty or guarantee provided by the manufacturer or retailer.
- Any claim resulting from the failure of **your gadget** or **mobile phone** to correctly recognise or process any calendar date or time.
- Value added tax (VAT) if **you** are registered for VAT with HM Revenue and Customs.
- Any costs or expenses which are not directly associated with the incident which caused the claim. For example, the cost of replacing any personalised ringtones or graphics or downloaded material or software.
- Reconnection costs or subscription fees of any kind.
- Any loss other than the cost of repairing or replacing **your gadget** or **mobile phone**.

- Any liability arising out of **your** use or ownership of **your gadget or mobile phone**, including any illness or injury resulting from it.
- **War** or acts of **terrorism**.
- **You** engaging in **active war**.
- **Nuclear risks**.
- Damage resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Section 5 - General Conditions

Locations Where Cover is Provided

Cover applies to **gadgets** or **mobile phones** used in the United Kingdom, the Channel Islands or the Isle of Man and for use for up to 45 days abroad during any **period of insurance**. A replacement or repair can only be dealt with once **you** are back in the United Kingdom, the Channel Islands or the Isle of Man and all repairs must be carried out by a repairer approved by **us**.

Transferring Your Policy

This insurance cannot be transferred to anyone else unless **you** inform **us** in writing and receive confirmation that **your** request is acceptable to **us**.

Section 6 - Making A Claim

Who to Contact

To make a claim, call the **claims administrator** on 0161 974 1101 Lines are open between 9am and 5pm Monday to Friday.

Alternatively, please send an email to claims@cover4insurance.com or write to Stream Claim Solutions, 60 Spring Gardens, Manchester M2 2BQ

Calls may be recorded for training, compliance and fraud prevention purposes.

Things You Must Do

You must comply with the following conditions. If **you** fail to do so and this affects the ability of the **claims administrator** to fully assess **your** claim or keep **our** losses to a minimum, **we** may not pay **your** claim or any payment could be reduced.

- All claims must be reported to the **claims administrator** as soon as possible but in any event, within 14 days of **you** becoming aware of an incident. **You** must complete a claim form (in full) and provide at **your** own expense, any information and assistance which the **claims administrator** may require in establishing the amount of any payment under **your** insurance.
- You** must provide **evidence of ownership** of **your gadget or mobile phone** to support any claim, and any other receipts or documents that **we** may request. If **you** cannot provide **evidence of ownership**, **your** claim will not be valid.
- All thefts must be reported to the police within 24 hours of **your** discovery of the incident. **You** must provide the **claims administrator** with a crime reference number.
 - If **your gadget or mobile phone** is lost, **you** must obtain a lost property reference from the police or a lost property reporting service which is accredited by the police.
 - **You** must report the loss or theft of **your mobile phone** to **your** Network Provider within 24 hours of the incident so they can block it and stop anyone else using it.
 - If **your gadget or mobile phone** is damaged, **you** must provide the **gadget or mobile phone** for inspection and repair.

Manufacturer's Warranty

If **your gadget** or **mobile phone** is damaged and is still within the manufacturer's warranty period, **you** should follow the warranty returns process specified by the manufacturer.

If any repairs authorised under this insurance invalidate the manufacturer's warranty, **we** will repair or replace a **gadget** or **mobile phone** in accordance with the terms of the manufacturer's warranty for the unexpired period of the manufacturer's warranty.

Other Insurance

If, at the time of a valid claim under this policy, there is another insurance policy in force which covers **you** for the same loss or expense, **we** may seek a recovery of some or all of **our** costs from the other insurer. **You** must give **us** any help or information **we** may need to assist **us** with **our** loss recoveries.

You may be asked to provide details of any other contract, guarantee, warranty or insurance which may apply to the **gadget** or **mobile phone** including, but not restricted to, household insurance.

Fraudulent Claims or Misleading Information

We take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated, or intended to mislead, **we** may:

- not pay **your** claim; and
- recover (from **you**) any payments **we** have already made in respect of that claim; and
- terminate **your** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

Replacement Equipment

We will attempt to replace **your** gadget or **mobile phone** with an identical new or fully refurbished **gadget** or **mobile phone** of the same age and condition, but it may not be the same colour.

In the unlikely event that this is not possible, the **claims administrator** will provide **you** with a new or fully refurbished **gadget** or **mobile phone** of a comparable specification or the equivalent value, taking account of the age and condition of **your** **gadget** or **mobile phone** immediately before **your** claim.

Section 7 - Cancellation Of The Policy

Your Cancellation Rights

You can cancel **your** policy within 30 days of the policy **start date** or, if later, 30 days of the date **you** receive this Policy Document. **We** will refund any premiums **you** have paid as long as **you** have not made a claim and do not intend to make a claim.

You can also cancel **your** policy at any other time and providing that no claim has been made, **you** will be entitled to a portion of **your** premium back for the unexpired **period of insurance**. This will be based on the number of days remaining until the expiry date less an administration fee of £7.50.

To cancel **your** policy please contact **your** **agent** whose contact details are shown on page 3.

The Insurers' Cancellation Rights

We reserve the right to cancel this policy immediately if **you** commit fraud. If **we** cancel **your** policy, **we** will do so in writing to the most recent address **we** have for **you**.

Your policy also will end automatically if **you** do not pay any premium when it becomes due. If this happens, **you** will be contacted requesting payment within 14 days. If **we** do not receive payment within this period, **you** will be written to again notifying **you** that **your** policy will be cancelled.

If there is a change to the risk which means that **we** can no longer provide **you** with insurance cover, or if **you** display threatening or abusive behaviour towards **us**, **your** **agent** or the **claims administrator** **we** will give 60 days' notice, in writing to the most recent address that **we** have for **you**, that **your** policy will not be renewed.

Section 8 - Renewing Your Policy

Your agent will contact you one month before your current period of insurance ends to ask whether you wish to renew your policy. They will also tell you about any changes to the premium and/or the policy terms and conditions.

If you wish to renew your policy, you will be issued with a new Policy Schedule and Policy Document.

If any of your personal details have changed, please tell your agent. Their contact details are shown on page 3 of this Policy document.

Section 9 - How To Make A Complaint

Our aim is to provide you with a high quality service at all times, although we do appreciate that there may be instances where you feel it is necessary to lodge a complaint.

If you do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note that should you wish to direct your complaint directly to Lloyd's in the first instance, you may do so by using the contact information referenced in Step 2 below.

Step 1:

In the first instance, if your complaint relates to a claim, please direct it to:

Cover4insurance Claim Team
Stream Claim Solutions
60 Spring Gardens
Manchester M2 2BQ

Tel: 0161 974 1101
Email: complaints@streamcs.co.uk

If your complaint does not relate to a claim, please direct it to:

Cover4insurance.com
UK & Ireland Insurance Services (Online) Limited
The Stables
Old Co-op Yard
Warwick Street
Manchester M25 3HB

Tel: 0161 772 3390
Email: customerservices@cover4insurance.com

Step 2:

Should you remain dissatisfied with the outcome of your complaint from your agent or the claims administrator, your legal rights are not affected and you may refer your complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Kent
ME4 4RN

Tel: +44 (0)20 7327 5693
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint", which is available at the website address above. Alternatively, you may ask Lloyd's for a hard copy.

Step 3:

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to an alternative dispute resolution (ADR) body.

If **you** live in the United Kingdom or the Isle of Man, the contact information is:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines).

Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers).

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

If **you** live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman
PO Box 114
Jersey, Channel Islands
JE4 9QG

Jersey +44 (0)1534 748610

Guernsey +44 (0)1481 722218

International +44 1534 748610

Facsimile +44 1534 747629

Email: enquiries@ci-fo.org

Web: www.ci-fo.org

Alternatively, if **you** live in the UK and if **you** purchased **your** insurance online, please note that **you** can, if **you** wish, also submit **your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU), who have bought goods or services online, get their complaint resolved. **You** can access the ODR Platform by clicking on the following link: <http://ec.europa.eu/consumers/odr/>

This does not affect **your** right to submit **your** complaint following the process above. Please note that under current rules the European Commission will ultimately redirect **your** complaint to the relevant ADR body detailed above.

Section 10 - Legal, Regulatory & Other Information

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligation to **you** under this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

Data Protection Notice

We and Cover4insurance.com are the data controller(s) (as defined by the Data Protection Act 1998 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **your** personal information.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** Privacy Notice which will be available on **our** website from May 2018 www.canopus.com.

If **you** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **your** address and a copy will be sent to **you** in the post.

In summary:

We and Cover4insurance.com may, as part of **our** agreement with **you** under this contract, collect personal information about **you**, including:

- Name, address, contact details, date of birth and cover required
- Financial information such as bank details
- Details of any claim

We and Cover4insurance.com collect and process **your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to **us** or which process information on **our** behalf (for example, premium collection and claims validation, or for communication purposes related to **your** cover). **We** will ensure that they keep **your** information secure and do not use it for purposes other than those that **we** have specified in **our** Privacy Notice.

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area (“EEA”). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

We and Cover4insurance.com will keep **your** personal information only for as long as **we** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We and Cover4insurance.com will share **your** information if **we** are required to by law. **We** may share **your** information with enforcement authorities if they ask **us** to, or with a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** Privacy Notice, please contact:

Group Data Protection Officer
Canopus Managing Agents Limited
Gallery 9
One Lime Street
London EC3M 7HA
UK

Email: privacy@canopus.com
Tel: + 44 20 7337 3700

Rights of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

For **your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him to or if the contract confers a benefit upon him. However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see www.legislation.gov.uk or contact the Citizens Advice Bureau.

Law and Jurisdiction

Unless specifically agreed to the contrary, this policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

The Insurers

This insurance is underwritten by Lloyd’s Syndicate 4444, which is managed by Canopus Managing Agents Limited. Registered Office: Canopus Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England no. 01514453.

Regulatory Details

Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847.

Your agent, Cover4insurance.com, a trading style of UK & Ireland Insurance Services (Online) Limited, is authorised and regulated by the Financial Conduct Authority. Firm Reference:312248.

Section 11 - Definitions

Whenever the following words or expressions appear in **bold** in this Policy Document, they have the meaning given below.

“Accessories” – Items which are used with **your gadget** or **mobile phone** including, but not limited to, headphones, battery chargers, memory cards, carry cases and hands-free kits.

“Accidental damage” – Sudden and unforeseen damage to **your gadget** or **mobile phone** that is not deliberate and which results in **your gadget** or **mobile phone** being unable or unsafe to function.

“Accidental loss” – If **your gadget** or **mobile phone** has been accidentally left in a location by **you** and **you** are permanently deprived of its use.

“Active war” - **Your** active participation in a **war** where **you** are deemed under English Law to be under instruction from or employed by the armed forces of any country.

“Agent” - The party, person or company who arranged this insurance on **your** behalf.

“Claims Administrator” - The company who will handle any claims on **our** behalf. This is Stream Claims Solutions.

“Evidence of ownership” - An original purchase receipt which includes the details of **your gadget** or **mobile phone** or a similar document which provides proof that **you** own the **gadget** or **mobile phone**. **The gadget** or **mobile phone** cannot have been purchased second hand (unless refurbished), at auction or from an online auction website. Refurbished items must be purchased directly from the manufacturer or Network Provider.

“Evidence of usage” - Evidence from **your** network provider to show that **your mobile phone** has been in use since the policy **start date** and continued to be used until the event giving rise to a claim.

“Excess” – An amount **you** have to pay towards the cost of a claim under this insurance, which is shown on **your Policy Schedule**.

“Exclusion period” - The 30 day period during which **you** are unable to claim under this insurance.

“Gadget” - The item(s) insured by **your** insurance policy which are specified on **your Policy Schedule**. The **gadget** must have been purchased by **you** and be under 36 months old at the time of purchasing insurance for that item, as confirmed by the **evidence of ownership**. **We** will only cover the following items: Bluetooth headsets, camera lenses, DVD players, E-Readers, fitness trackers, digital cameras, earphones and headphones, games consoles, in-car computers, iPads, iPods, laptop computers, MP3 players, PDAs, satellite navigation devices, tablets and video cameras.

“Immediate family” - **Your** mother or father, spouse, civil partner or domestic partner or son or daughter who permanently lives with **you**.

“Mobile phone” - A portable telephone device, including a smart phone.

“Nuclear risks” - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

“Period of insurance” - The 12 month period for which this insurance is valid as stated in **your Policy Schedule**.

“Policy Schedule” - The document which names **you** as the insured and sets out what this policy covers **you** for. It will confirm the **period of insurance**, the maximum **we** will pay for any one claim and the number of **gadgets** or **mobile phones** insured. **Your Policy Schedule** will be replaced whenever **you** make any changes to the policy.

“Start date” - The date the insurance cover commences as shown on **your Policy Schedule**.

“Terrorism” - An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“Violent and forcible entry” - The unlawful entry to a property which is gained by violent means. For example, by forcing open a door or breaking a window to gain access.

“War” – Means:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- (b) Any act of **terrorism**, or
- (c) Any act of war or **terrorism** involving the use of, or release of, a threat to use any nuclear weapon or device or chemical or biological agent.

“We, us, our” - Lloyd’s Syndicate 4444 which is managed by Canopus Managing Agents Limited.

“You, your” - The individual specified on the **Policy Schedule** who owns the insured items, has applied for this insurance and has paid the appropriate premium.