



MOBILE PHONE & GADGET COVER TERMS AND CONDITIONS

This insurance is arranged by Supercover Insurance and underwritten by West Bay Insurance PLC. Registered in Gibraltar (Reg No. 84085). Registered Office: 846 - 848 Europort, Gibraltar.

Supercover Insurance is a trading name of Insurance Factory Ltd which is authorised and regulated by the Financial Conduct Authority (No.306164). Registered in England and Wales (No.02982445). Registered Office: 45 Westerham Road, Sevenoaks, Kent, TN13 2QB. You can check this by visiting the Financial Services Register at www.fca.org.uk/register.

West Bay Insurance PLC is regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting insurance business in the UK (No. 211787).

West Bay Insurance PLC is a member of the Association of British Insurers.

All Supercover claims are processed by Davies Managed Systems, Registered Company Number 3452116. Registered in England and Wales. A member of the Davies Group Ltd, Registered Company Number 06479822. Registered Address Suite 2/2, Second Floor, London Underwriting Centre, 3 Minster Court, Mincing Lane, London, EC3R 7DD.

INTRODUCTION

You must read this policy document and the Schedule of Insurance together. The Schedule of Insurance tells **you** the period during which the policy is in force what items are covered and what level of cover applies to **your** insurance. Please check both documents carefully to make certain they give **you** the cover **you** want. In return for the payment of **your** premium **we** will provide insurance for **your gadget** during the **period of cover** as stated in your Schedule of Insurance. This policy only covers your **gadget** when in the care of **you** or a member of **your immediate family**. Cover under this insurance is, subject to the terms, conditions, and limitations shown below or as amended in writing by **us**. The type of policy that **you** have is an annual policy.

DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in bold in this policy document.

Accidental loss/accidentally lost - means that the **gadget** has been unintentionally left by **you** in a location and **you** are permanently deprived of its use.

Evidence of ownership - A document to evidence that the **gadget you** are claiming for belongs to **you**. This can be a copy of the till receipt, delivery note, gift receipt or, if the **gadget** is a mobile phone, confirmation from **your** Network Provider that the mobile phone has been used by **you**.

Excess - An amount **you** have to pay towards the cost of a claim under this insurance. **You** have to pay this amount regardless of the circumstances leading to the claim.

Gadgets – the portable electronic items insured by this certificate, purchased by **you** within the **territorial limits**

CRITERIA: **We** can only insure gadgets that are:

Purchased as new in the **territorial limits** with **evidence of ownership** available;
Purchased as refurbished in the territorial limits direct from the Manufacturer or Network Provider with **evidence of ownership** available;

Gifted to **you** as long as **you** are able to provide a Gift receipt.; Not more than 36 months old at the time the policy is purchased and in good condition and full working order at the time this policy is purchased.

Home – the permanent residence shown on **your** Schedule of Insurance.

Immediate family – your mother, father, son, daughter, sister, brother and spouse.

Immediate family also includes **your** domestic partner (domestic partner is defined under this policy as someone **you** are living with in a long-term permanent relationship as if **you** are married to them). Cover only extends to **your immediate family** if they reside at the same address as **you** and this can be evidenced.

Period of cover

Please refer to **your** Schedule of Insurance for the inception date and end date of **your** cover.

Proof of usage – means evidence that the **gadget** has been in use since policy inception. Where the **gadget** is a mobile phone, this information can be obtained from **your** Network Provider. For other **gadgets**, in the event of an accidental damage claim this can be verified when the **gadget** is sent to our repairers for inspection.

Precautions – all measures that it would be reasonable to expect a person to take in the circumstances to prevent **accidental loss**, damage or theft of **your gadget**.

Territorial limits - The United Kingdom of Great Britain & Northern Ireland, the Isle of Man and the Channel Islands.

Terrorism - means any act of any person or organization involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

Unattended – not within **your** sight at all times and out of **your** arms-length reach.

We, us, our, insurer – West Bay Insurance PLC

You, your – the person over the age of 18, who owns the **gadget(s)** as stated on the Schedule of Insurance.

WHAT WE WILL COVER

We will cover **your gadget(s)** up to a maximum sum per **gadget** depending on the level of cover **you** choose. The maximum sum per claim can be found on **your** Insurance Certificate. A maximum of 2 claims can be made in any 12 month period for the following:

A. Accidental Damage

We will pay repair costs if **your gadget** is damaged as the result of an accident. If **your gadget** cannot be economically repaired it will be replaced.

B. Theft

If **your gadget** is stolen **we** will replace it. Where only part or parts of **your gadget** have been stolen, **we** will only replace that part or those specific parts.

C. Accidental Loss

If **you** accidentally or unintentionally lose **your** mobile phone **we** will replace it. No other type of **gadget** is insured for **accidental loss**.

D. Breakdown

If **your Gadget** suffers electrical breakdown which occurs outside of the manufacturers guarantee period, then **we** will repair it. If **your gadget** cannot be repaired, **we** will replace it. This cover is not available on laptops or computers.

E. Liquid Damage

If **your gadget** is damaged as a result of accidentally coming into contact with any liquid, **we** will repair it. If it cannot be economically repaired **we** will replace it.

F. Fraudulent Call Cover

If **your** mobile phone is accidentally lost or stolen and is used fraudulently, **we** will reimburse **you** for the costs upon receipt of **your** itemised bill up to the maximum value of £2500

G. Malicious Damage

If **your gadget** is intentionally or deliberately damaged due to the actions of another party, not including **immediate family**, **we** will repair it. If **your gadget** cannot be economically repaired **we** will replace it.

WHAT WE WILL NOT COVER

Your gadget is not covered for:

1. Theft:

- from any **commercial** vehicle
- from any motor vehicle where **you** or someone acting on **your** behalf is not in the vehicle, unless the **gadget** has been concealed in a locked boot, closed glove compartment or other closed internal compartment and all the vehicle's windows, doors and any roof openings have been closed and locked and all security systems have been activated. A copy of the repairer's account for any damage, or other evidence of damage may be required with any claim;
- from a building or premises (including your **home** or workplace) unless the theft involves force in gaining entry to or exit from the building or premises, resulting in damage to the building or premises. A copy of the repairer's account for such damage, or other evidence of damage must be supplied with any claim;
- when away from **your home**, or when in **your home** with invited guests / tradesmen or other people; unless the **gadget** is concealed on or about **your** person when not in use, or it is stored in a locked room or secured receptacle (such as a locked safe, locked locker or closed desk drawer)
- where the **gadget** has been left **unattended** when it is away from **your home**;
- where all available **precautions** have not been taken to protect **your gadget** from theft.

2. Loss or damage caused:

- by **you** deliberately damaging, intentionally leaving or neglecting the **gadget**;
- by **you** not following the manufacturer's instructions;
- by routine servicing, inspection, maintenance or cleaning; or
- as a result of the use of non-original accessories.

3. Repair or other costs for:

- routine servicing, inspection, maintenance or cleaning;

- damage or breakdown caused by a manufacturer's defect or recall of the **gadget**;
- repairs carried out that have not been pre-approved by **us**;
- wear and tear, including but not limited to: replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials, or gradual deterioration of performance;
- cosmetic damage of any kind including scratches, dents and other visible defects that do not affect safety or performance.

4. Any claim under this insurance if the serial number of the **gadget** has been deliberately tampered with in any way.
5. Any kind of damage whatsoever unless the damaged **gadget** is provided for repair.
6. Any loss of a SIM (subscriber identity module) card.
7. Any expense incurred as a result of not being able to use the **gadget**, or any loss other than the repair or replacement costs of the **gadget**.

8. An **excess fee** for any claim;

If **your** claim is for a **gadget** up to the value of £500 (when new) the **excess fee** is £50 for any claim.

If **your** claim is for a **gadget** between the values of £501 and £999 (when new) the **excess fee** is £75 for any claim.

If **your** claim is for a **gadget** over the value of £999 (when new) the **excess fee** is £100 for any claim.

9. Loss of or damage to accessories of any kind.

10. Any claim for a **gadget** where **proof of usage** cannot be provided or evidenced.

11. Any **accidental loss** where the circumstances of the loss cannot be clearly identified, i.e. where **you** are unable to confirm the time and place **you** last had **your gadget**.

12. Reconnection costs or subscription fees of any kind.

13. The cost of any fraudulent calls/airtime use following the theft of or **accidental loss** of **your** mobile phone where the item has not been reported lost or stolen to the Service Provider within 24 hours of discovery of the theft or **accidental loss**

14. War Risk - **Terrorism**, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.

15. Nuclear Risk

Damage or destruction caused by, contributed to or arising from:

- a. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

16. Sonic Boom

Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.

17. Loss of Data or Software

Any loss of or damage to information or data or software contained in or stored on the **gadget** whether arising as a result of a claim paid by this insurance or otherwise.

18. Any indirect loss or damage arising from accidental damage, theft, **accidental loss**, breakdown or from any cause whatsoever.

19. Any liability of whatsoever nature arising from ownership or use of the **gadget**, including any illness or injury resulting from such ownership or use.

20. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.

CLAIM SETTLEMENT

1. The intention of this policy is to put **you** back in the same position as immediately prior to the loss or damage. It is not a replacement as new policy. If the **gadget** cannot be replaced with an identical **gadget** of the same age and condition, **we** will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original **gadget**. **We** cannot guarantee that the replacement **gadget** will be the same colour as the original item. Where an equivalent refurbished item is not available, **we** will offer vouchers or a cash settlement based on the market value of the original **gadget** taking into account its age and condition.

2. Any replacement device **we** supply may have been refurbished using unbranded parts.

3. Repairs will be carried out using readily available parts. Where possible **we** will use Original parts but in some cases, unbranded parts may be used. In the event that any repairs authorised by **us** under this policy invalidate **your** manufacturer's warranty, **we** will repair or replace **your gadget** for the remaining period of **your** manufacturer's warranty in line with **your** manufacturer's warranty terms and conditions.

4. If **your gadget** was water resistant when new, the repaired or replaced **gadget** will also be water resistant but **we** cannot guarantee the replacement will be water proof.

5. In the event of a valid claim resulting in the replacement of the **gadget**, this policy will automatically cover the replacement **gadget**.

CONDITIONS AND LIMITATIONS

1. Unless **we** have agreed differently with **you**, English law and the decisions of English courts will govern this insurance.

2. This insurance only covers **gadgets** bought and used in the countries within the **territorial limits** of the policy. Cover is also automatically extended to include use of the **gadget** anywhere in the world up to a maximum of 90 days in total in any single 12

month period of insurance, subject to any repairs being carried out in the UK by repairers approved by **us**.

3. The gadget must not be more than 36 months old when the policy commences with valid **evidence of ownership** (not from online auctions), and purchased as new within the **territorial limits** of the policy .

4. **You** must provide **us** with any receipts, documents, proof of purchase or other evidence, that it is reasonable for **us** to request.

5. This insurance may only be altered, varied or its conditions altered or premium changed by **us**, giving **you** 30 days' notice in writing.

6. **You** cannot transfer the insurance to someone else or to any other **gadget** without **our** written permission.

7. **You** must take all **reasonable precautions** to prevent any loss or damage.

8. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

CANCELLATION

Your right to change your mind (withdrawal period)

You may cancel the insurance, without giving reason, contacting the agent that sold you this policy within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents.

On receipt of **your** written notice of cancellation **you** will receive a full refund of all premium paid provided that no claim has been paid by **us** and **you** do not intend to make a claim under this insurance.

Cancellation by you after the withdrawal period

If **you** wish to cancel **your** insurance after the initial withdrawal period **you** can do so by contacting the agent that sold you this policy. You will be required to give 30 days' notice of cancellation. No refund of premiums paid will be given.

Cancellation by us

We may cancel the policy by giving **you** 30 days notice in writing. If **your** premium is being paid annually **we** will refund the premium relating to the remaining period of insurance on a proportionate basis.

We may cancel **your** policy under the following circumstances:

- where **we** have grounds to suspect fraud.
- where **you** have failed to cooperate or provide information and assistance in relation to any claim under this policy.
- where **you** use threatening or abusive behavior towards a member of our staff or a member of staff of **your** insurance intermediary or our supplier.

CLAIMS PROCEDURE

1. **You** must:

- notify Davies Group Limited on **0203 794 9297** or by emailing gadgetclaims@davies-group.com as soon as possible but ideally within 48 hours of the discovery of any incident likely to give rise to a claim under this insurance. If the incident happened outside of the UK, please notify Direct Group Limited within 48 hours of your return to the UK.

- report the theft or **accidental loss** of any mobile phone or theft of any tablet within 24 hours of discovery to **your** Airtime Provider and blacklist your handset/tablet;

- report the theft or **accidental loss** of any **gadget** to the Police within 48 hours of discovery and obtain a crime reference number in support of a theft and a lost property number in support of an **accidental loss** claim;

- provide **us** with details of the claim and any other contract, guarantee, warranty or insurance that may apply to the loss including but not limited to household insurance. Where appropriate a rateable proportion of the claim may be recovered direct from these Insurers.

Please note any delay in reporting an incident to Davies Group Limited, your Airtime Provider or the Police may invalidate your right to claim under the policy.

2. If following a loss covered by this insurance **we** decide to replace **your gadget** all outstanding or overdue premiums must be paid immediately. **We** may at **our** discretion reduce the claims payment by the amount of outstanding or overdue premiums that **you** owe **us**.

3. If **we** replace **your gadget** the damaged or lost item becomes **our** property. If it is returned or found **you** must notify **us** and send it to **us** if we ask **you** to.

To help **us** improve **our** service **we** may record or monitor telephone calls.

WARNING:

If you or anyone acting on your behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate any claim made under this insurance, we will not pay the claim and cover under this and all other insurances currently in force with us with which you are connected will cease immediately. You will not be entitled to any refund of premium under any policy.

We will process your claim under the terms and conditions of this insurance based on the first reason notified to us for the claim. If your claim is not covered and you then submit a claim having changed the reason we consider this as fraud. Details of all such cases will be passed to appropriate agencies for action.

CONSUMER INSURANCE ACT

You are required to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. You must tell us of any changes to the Answers you have given as soon as possible.

Under the Consumer Insurance (Disclosure and Representations) Act 2012 your failure to take reasonable care to avoid misrepresentation in relation to the information provided (including subsequent changes to any such information) could result in your policy being cancelled or your claim being rejected or not fully paid.

COMPLAINTS

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the complaints procedure below.

Complaints regarding:

SALE OF THE POLICY - Please contact the agent that sold you the policy

CLAIMS – Please contact the claims handler at:

Davies Group
PO Box 1291
Preston
PR2 0QJ
Tel: 0203 794 9300
Email: gadgetcomplaints@davies-group.com

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

We will make every effort to resolve your complaint by the end of the third working day after receipt. If we cannot resolve your complaint within this timeframe we will acknowledge your complaint within 5 days of receipt and will do our best to resolve the problem within four weeks by sending you a final response letter.

If we are unable to resolve your complaint in this time we will write to advise you of progress and will endeavour to resolve your complaint within the following four weeks. If we are still unable to provide you with a final response at this stage, we will write to you explaining why and advise when you can expect a final response. At this point you may refer your complaint to The Financial Ombudsman Service at the following address:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
www.financial-ombudsman.org.uk

What you should know

You may go directly to the Financial Ombudsman Service when you first make your complaint, but the Ombudsman will only review your complaint at this stage with our consent. However, we are still required to follow the procedure stated above.

If you have received a final response but are dissatisfied, you have the right of referral to the Financial Ombudsman Service within six months of the date of your final response letter. You may only refer to the Ombudsman beyond this time limit if we have provided our consent.

Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

COMPENSATION SCHEME

West Bay Insurance PLC is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy.

Further information about the scheme is available on the FSCS website at www.fscs.org.uk or by writing to the FSCS at PO Box 300, Mitcheldean, GL17 1DY.

HOW WE USE YOUR INFORMATION

Introduction

We believe in keeping your information safe and secure. Full details of what data we collect and how we use it can be found in our privacy policy which you can access via www.supercoverinsurance.com or by requesting a copy from our Data Protection Officer (contact details below). This section provides you with some basic information and explains:

- What we do with your information
- How we may check the information you have provided to us against other sources such as databases
- Who we share your information with, and
- How we may use your information

We are governed by the Data Protection legislation applicable in the United Kingdom.

How we may collect your information

We may collect details about you from:

- Information you give to brokers
- Information you give us in online forms and other forms
- Other sources such as Google Earth and social media
- Third parties and other sources
- Telematics systems.

What information we may collect about you

We collect details including details about your health, personal circumstances, claims history, credit history, motoring history and other relevant details. We may collect information on you from databases such as the electoral roll and county court judgment records.

How we may share your information

In order to provide our services to you, we may share your information with other insurance companies, solicitors, regulators, business partners and suppliers. We may also have a legal obligation to provide your information, in certain circumstances, with regulators, police and other public bodies. Information you supply may be used for the purposes of insurance administration by us and third parties. These third parties may share your information with their own agents.

How we may use your information

We may use your information for a number of purposes. These include:

- Providing you with our services
- Dealing with your claim
- Carrying out checks such as fraud checks and credit checks
- Providing you with information about our products and services

We give details about some of these processes below.

Providing you with details on our Products and Services

Where you have given us your consent to do so, we will send you information about products and services of ours and other companies in our Group which may be of interest to you. We may contact you by telephone, letter or email (as you have indicated)

You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the Group.

If you no longer wish to be contacted for marketing purposes then please contact our Data Protection Officer (contact details below).

Fraud Prevention and Detection

We carry out fraud checks on our customers. We do this in order to prevent fraud and also to help us make decisions about the provision, pricing and administration of insurance. When carrying out these checks, we will search against fraud detection databases. We may pass details about you to some of these databases. Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

Claims History

We may process data relating to your claims history for the purposes of assessing any claim you may make. The aim is to help us to check information provided and also to prevent fraudulent claims. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal.

Credit Searches and Accounting

In assessing an application for insurance or policy renewal, we may search files made available to us by credit reference agencies. They keep a record of that search. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

Transfers

Sometimes your information may be transferred outside the European Economic Area by us, by the organisations with whom we share your information or by the servants and agents of these organisations. If we do this we will ensure that anyone to whom we pass it provides an adequate level of protection.

Your Rights as a Data Subject

Under Data Protection Laws you have certain rights; these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If you would like to exercise any of your rights please contact our Data Protection Officer (contact details below).

Data Protection Officer

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at:

Data Protection Officer
Supercover Insurance
45 Westerham Road
Bessels Green
Sevenoaks
Kent
TN13 2QB

Email: dataprotection@markerstudy.com