

GADGET INSURANCE

INTRODUCTION

Thank you for choosing Gadget Insurance.

It's important that you read this wording and your policy schedule to make sure that everything you've told us is correct. Please read this policy carefully so that you understand the cover we are giving you. You must follow the terms and conditions set out in this policy wording. Please make sure that you keep this policy wording and your policy schedule in a safe place in case you need to look at them later.

This insurance is arranged by Strategic Insurance Services Limited and is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

Strategic Insurance Services Limited (FCA number 307133) are authorised and regulated by the Financial Conduct Authority. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk.

In return for the payment of **your** premium **we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of insurance**.

This policy meets the demands and needs of those who wish to insure their **gadget(s)** against **theft**, **accidental damage**, **breakdown**, and insures Mobile Phones, iPads and Tablets for **accidental loss**.

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) Supply accurate and complete answers to all the questions **we** or the selling broker may ask as part of **your** application for cover under the policy.
- b) To make sure that all information supplied as part of your application for cover is true and correct.
- c) Tell us of any changes to the answers you have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

COOLING OFF PERIOD

You have the right to cancel this policy within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. We will refund to you any premium you have paid to us. You can cancel this policy after 14 days, but we will not give you back any premium.

To cancel this policy, please contact the broker who sold it to you.

JURISDICTION AND LAW

This insurance will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

IMPORTANT

Your gadget(s) must be in good condition and in full working order before taking out this policy. If there is evidence that the **accidental damage**, **theft** or **accidental loss** occurred prior to the start of **your** insurance policy **your** claim will be refused, and no refund of premium will be due.

Where **your gadget** is a mobile phone, in the event of a claim **you** will be required to provide **proof of usage** which confirms **your** mobile phone has been in use between the start of **your** insurance policy and the incident date.

DEFINITIONS

Where **we** explain what a word means, that word will be highlighted in **bold** print and will have the same meaning wherever it is used in this policy.

Accessories

Additional items purchased in the UK and valued at £150 or less that work with **your gadget** such as chargers, carrying cases, headphones, hands-free mounting kits, and USB cables.

SIM cards and items that can be worn (such as a smart watch) are not covered.

Accidental Damage/Accidentally Damaged

Any unintentional and unexpected damage that happens to **your gadget**. It must be visible and caused by an external force, making it unusable.

Accidental Loss/Accidentally Lost

The **gadget** has been accidentally left by **you** in a location and **you** are permanently unable to use it.

Annual Claim Limit

The most we will pay is a maximum of two claims during the period of insurance, to the total annual claim limit shown in your policy schedule.

For example, you are limited to two claims in any 12-month period up to the **annual claim limit** combined.

Breakdown

A sudden mechanical or electrical failure of **your gadget**, which stops it working as it should.

Conditions

We can only insure **gadgets** if **you** are able to provide **evidence of ownership**, and if they are:

- a) Purchased by you as new within the territorial limits, or
- Purchased by you as refurbished from the gadget manufacturer or airtime provider within the territorial limits with a minimum 12-month warranty, or
- c) They meet the above **conditions** and were gifted to **you** as long as **you** are able to provide a gift receipt from within the **territorial limits**, and
- d) Are not more than three years old at the time this policy is initially purchased, and
- e) Are in your possession and in good working condition (not accidentally damaged) and
- f) Have not previously been repaired using non-manufacturer parts.

Evidence of Ownership

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

Excess

The amount you must pay as the first part of each and every claim.

Gadget(s)

The portable electronic **gadget(s)** that meet the **conditions** and are insured by this policy. **Gadgets** include Mobile Phones, iPads, Tablets, Laptops, Cameras, and GPS devices. This policy is not suitable for drones.

Home

The place you normally live within the territorial limits.

Immediate Family

Your mother, father, son, daughter, spouse or domestic partner who live with **you** at **your home.**

Period of Insurance

The period stated in your policy schedule that this policy is in force for.

Policy Schedule

The separate document **we** send **you** that includes details about **you** and what **you** are covered for.

Precautions

All measures that would be considered appropriate to expect a person to take to prevent the accidental loss, accidental damage, or theft of your gadget(s), such as keeping the gadget hidden when you are in a public place when the gadget is not in use.

Proof of Usage

Evidence that the **gadget** has been in use since the start of the **period of insurance**. If the **gadget** is a mobile phone, **your** Network Provider can give **you** this information.

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.

Territorial Limits

The United Kingdom (England, Scotland, Wales and Northern Ireland), Channel Islands and the Isle of Man.

BlanketGadget-180124Wording (004)

The unauthorised dishonest appropriation of your gadget(s) by another person with

the intention of permanently depriving you of it.

Unattended Not within **your** sight at all times, or where **you** are separated from **your gadget(s)**.

We/Us/Our/Insurer Collinson Insurance.

You/Your The person named in the policy schedule.

WHAT IS COVERED

1. Accidental or Malicious Damage

We will arrange a repair if your gadget is damaged as a result of accidental damage or malicious damage. If your gadget cannot be economically repaired, it will be replaced.

2. Theft

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

3. Accidental Loss

If your gadget is a mobile phone, iPad, or tablet and you accidentally lose it, we will replace it. Accidental loss cover does not apply to any other gadgets.

4. Breakdown

If your gadget suffers electrical breakdown which happens outside of the manufacturers guarantee period, we will repair it. If your gadget cannot be economically repaired, it will be replaced. Breakdown cover does not apply to laptops.

5. Unauthorised Calls

If your mobile phone has been used after it has been accidentally lost or stolen, we will pay the charges incurred during the period between the moment the accidental loss or theft occurred until 24 hours after you discovered it missing up to a maximum of £1,000. This includes calls, messages, downloads and data used.

6. Liquid Damage

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

7. Accessories

If your claim for your gadget is approved, we will replace any accessories that were accidentally lost, stolen or accidentally damaged at the same time as your gadget up to a maximum value of £150. If we replace your gadget with a different make or model and this means that you can no longer use your existing accessories, we will replace them too, up to a maximum value of £150.

WHAT IS NOT COVERED (EXCLUSIONS)

1. Any claim for any gadget which does not meet the conditions.

2. Theft:

- a. If the **theft** occurs from a motor vehicle where neither **you** or someone acting on **your** behalf is present, unless the **gadget** was hidden in a locked boot, glove compartment, or other locked internal compartment, with all the vehicle's windows, doors, and security systems closed, locked, and activated.
- b. If the **theft** occurs from a building or vehicle without the use of force resulting in damage to the property.
- c. When away from **your home**, or when in **your home** with invited guests / tradesmen or other people, unless the **gadget** is hidden or out of sight, or about **your** person attached to **you** when not in use or is locked away (such as a locked safe, locked locker or closed desk drawer).
- d. Where **your gadget** was in the possession of a third party (other than a member of **your immediate family**) at the time of the **theft**.

- e. Where the gadget has been left unattended when it is away from your home.
- f. Where all available **precautions** have not been taken to prevent **theft**.
- 3. Loss or damage caused by:
 - a. You deliberately damaging, intentionally leaving or failing to care for the gadget.
 - b. You not following the manufacturer's instructions.
 - c. The use of non-manufacturer approved accessories.
- 4. Repair or other costs for:
 - a. Routine servicing, inspection, maintenance, or cleaning.
 - b. Loss caused by a manufacturer's defect or recall of the gadget.
 - c. Repairs carried out by persons not authorised by us.
 - d. Wear and tear or gradual deterioration of performance.
 - e. Cosmetic damage of any kind, including scratches, dents and other visible defects that do not affect safety or performance.
 - f. Any claim if the IMEI / serial number has been tampered with
- 5. Any kind of damage whatsoever unless the damaged gadget is provided for repair.
- 6. Any loss of a SIM card (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** unless relating to unauthorised call/data use for **your** mobile phone up to the maximum value of £1.000.
- 8. The policy excess if you make a claim, an excess applies which must be paid to us before your claim can be settled. This excess varies depending on the value of the gadget you have insured with us. The excess levels that apply are set out below:

Gadget Value When New	Excess
Up to £250	£50
£251 - £500	£75
£501 - £1,000	£100
£1,001 or greater	£150

- 9. Any claim for a gadget where proof of usage cannot be evidenced.
- 10. Any claim for 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, or any claims for gadget(s) accidentally lost in your home.
- 11. Any **gadget** that was purchased second-hand or used, unless it is a refurbished **gadget** that was sold with a minimum 12-month warranty.
- 12. Any loss or damage to your gadget whilst in transit.
- 13. Reconnection costs or subscription fees of any kind.
- 14. Damage caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material.
- 15. Damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup, or the actions of any lawful government or public or local authority.
- 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.
- 18. Any loss of or damage to information, data or software contained in or stored on the **gadget** whether arising as a result of a claim paid by this insurance or otherwise.
- 19. Any indirect loss or damage resulting from the event which caused the claim under this policy.
- 20. Any liability of any nature arising from ownership or use of the **gadget**, such as illness or injury resulting from such ownership or use.
- 21. Value Added Tax (VAT) where you are registered with HM Revenue and Customs for VAT.

Please note: if **you** are insuring an item without SIM card capability, all exclusions relating to SIM cards are not applicable.

CONDITIONS APPLICABLE

1. This insurance only covers **gadgets** purchased within the **territorial limits** of the policy. Cover applies throughout the **territorial limits** and is extended to include usage anywhere in the world for any trip subject to any repairs being carried out in the **territorial limits** by repairers approved by **us**. No cover is provided for claims where **you** are travelling to a country where the Foreign, Commonwealth & Development Office (FCDO)

- have advised against all but essential travel. You can check the FCDO travel advice at_www.gov.uk/foreign-travel-advice.
- 2. The gadget(s) must not be more than three years old at the start of the period of insurance, must be purchased within the territorial limits as new, or if refurbished, purchased with a full 12-month warranty, and you must be able to provide evidence of ownership when it is requested. Evidence of ownership should include the make, model and IMEI/serial number of the gadget and must be in your name or, you must be in possession of a gift receipt from within the territorial limits.
- 3. You must provide us with any receipts, documents, or evidence of ownership, that it is reasonable for us to request.
- 4. You cannot transfer the insurance to someone else without our written permission.
- 5. You must take all available precautions to prevent any loss or damage.
- 6. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.
- 7. This policy is linked to **your** home or motor insurance policy. Cover is only in place if **your** home or motor insurance policy remains in force.
- 8. Claims are restricted to the annual claim limit during the period of insurance.
- 9. **We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.

CLAIM SETTLEMENT

- 1. The intention of this policy is to put you back in the same position as you were before the accidental loss, theft or accidental damage. This 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 a similar specification or the same value taking into account the age and condition of the gadget at the time the claim is made. All replacement gadgets come with a full three-month warranty. We cannot guarantee that the replacement gadget will be the same colour as the original item.
- 2. 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.
- 3. In the event of a valid claim resulting in the replacement of the **gadget**, this policy will automatically cover the replacement **gadget**.
- 4. All blocks must be removed from **your gadget** before being sent for repair. This includes any personal pin locks or operator specific security blocks, including Find My iPhone (Apple). Failure to do so will result in **your** claim being delayed, and/or, **your gadget** being returned to **you**.

HOW TO MAKE A CLAIM

Your Gadget claim will be handled on the insurer's behalf by Citymain Administrators Limited.

When you become aware of a possible claim under this policy, you need to report it to us right away.

To make a Gadget claim, contact us:

Online: www.eclaimcity.co.uk

Phone: 0333 188 2256 (local rate call)

Email: claims@citymain.com

Post: Citymain Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3FQ

- 1. If your mobile phone is **stolen** or **accidentally lost**, inform your airtime provider within 12 hours of discovering the **accidental loss** or **theft** and ask them to blacklist **your** handset.
- 2. Report the theft or loss of your **gadget** to the police within 24 hours of discovery. Get a crime reference number for **theft** or a lost property number for **accidental loss**.
- If we replace your gadget, the damaged or lost gadget becomes our property once you receive the
 replacement gadget. If you find the claimed gadget, or it is returned to you, let us know and send it back if
 requested.

Before your claim can be approved, you must pay the excess.

CANCELLATION BY US

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance policy by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address.

Valid reasons may include but are not limited to:

- a) Where we reasonably suspect fraud.
- b) Non-payment of premium.
- c) Threatening and abusive behaviour.
- d) Non-compliance with policy terms and conditions.
- e) You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

FRAUD

You must not act in a fraudulent way. If you or anyone acting for you:

- Fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any
 adjustment to your policy.
- Fails to reveal or hides a fact likely to influence the cover we provide.
- Makes a statement to us or anyone acting on our behalf, knowing the statement to be false.
- Sends us or anyone acting on our behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- Makes a claim for any loss or damage you caused deliberately or with your knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you**, and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

COMPLAINTS PROCEDURE

We always strive to provide excellent service. However, if you have a complaint, please follow these steps.

- 1. If your complaint is about the sale of your policy, contact the broker who sold you the policy.
- 2. If your complaint is about a claim you made, contact Citymain:

Email: info@citymain.comTel: 0333 999 7920

We will respond to your complaint within four weeks of receiving it. Our response will be our final decision based on the information provided. If there's a delay in our investigations, we'll explain the reason and give you an estimated timeframe for reaching a decision.

If, for any reason, **you're** still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

The Financial Ombudsman Service

Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR

Telephone: 08000 234 567 (free for people calling from a landline) or 0300 123 9 123

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

Following this complaints procedure does not stop you from taking legal action.

COMPENSATION SCHEME

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

DATA PROTECTION

How We Use the Information About You

As a data controller, we collect and process information about you so that we can provide you with the products and services you have requested. We also receive personal information from your agent on a regular basis while your policy is still live. This will include your name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to you.
- Issue you this insurance policy.
- Deal with any claims or requests for assistance that **you** may have.
- Service your policy (including claims and policy administration, payments, and other transactions).
- Detect, investigate, and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
- Protect our legitimate interests.

In order to administer your policy and deal with any claims, your information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that your information remains safe and secure.

We will not share your information with anyone else unless you agree to this, or we are required to do this by our regulators (e.g., the Financial Conduct Authority) or other authorities.

The personal information **we** have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by **us** and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting https://cifas.org.uk/fpn and https://insurancefraudbureau.org/privacy-policy.

Processing your data

Your data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that **you** have with **us**.
- Is in the public or your vital interest: or.
- For our legitimate business interests.

If we are not able to rely on the above, we will ask for your consent to process your data.

How we store and protect your information

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union. **We** will need to keep and process **your** personal information during the period of insurance and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

We also have security measures in place in our offices to protect the information that you have given us.

How you can access your information and correct anything which is wrong.

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please contact us by email or letter as shown below:

Email address: data.protection@collinsongroup.com Postal Address: 3 More London Riverside, London, SE1 2AQ This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service or refuse to give you this information if your request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

If you wish to make a complaint about the use of your personal information, please contact our Complaints manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at https://ico.org.uk.