

GADGET INSURANCE

This insurance is arranged by Protected4U which is a trading name of Oracle Insurance Brokers Ltd, administered by Supercover Insurance Ltd and underwritten by UK General Insurance Limited on behalf of:

Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA. Supercover Insurance Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at: <http://www.fsa.gov.uk/pages/register> or by contacting them on 0845 606 1234.

INTRODUCTION

This policy provides insurance for **your Gadgets** while **your** policy is in force as stated in the insurance schedule, subject to the terms, conditions, and limitations shown below or as amended in writing by us.

If **you** pay for **your** premiums monthly then **your** policy is a rolling monthly policy and is only in force if the monthly premium continues to be paid. Cover can continue up to a maximum of five years.

If **you** pay for **your** policy annually, then **your** policy is an annual policy for which the full annual premium must be paid at inception and again at each annual renewal date. The type of policy **you** have will be shown in **your** insurance schedule

DEFINITIONS

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

Commercial vehicle - any vehicle used wholly or partly for commercial or business purposes or any other vehicle that is being used for commercial or business purposes at the time of any loss or damage to the electronic item.

Gadgets - the portable electronic items insured by this Policy, purchased by **you** in the UK. Items must have been purchased as New or in the case of refurbished items, purchased directly from the manufacturer.

Immediate family - **your** mother, father, son, daughter, spouse, domestic partner.

Proof of Purchase - means an original receipt and any other documentation required to prove **your Gadget** was purchased as new by **you** from a UK VAT registered company. This must show the date of purchase, make, model, IMEI/Serial number of **your Gadget**.

Reasonable 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 Gadgets**.

Terrorism means any act, including but not limited to the use of force or violence of the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes, including the intention to influence any government to put the public or any section of the public in fear.

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

We, us, our - UK General Insurance Ltd, on behalf of Ageas Insurance Limited

You, your - the person, who owns the **Gadgets** as stated on the application form overleaf.

WHAT WE WILL COVER

A. Accidental Damage

We will arrange a repair if **your Gadget** is damaged as the result of an accident.

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 parts.

C. Accidental Loss

If **you** selected the option to pay an additional premium and insure **your** mobile phone, tablet or iPad for **Accidental Loss** then if **you** lose **your** mobile phone, tablet or iPad we will replace it. If **you** have cover for **Accidental Loss** this will be stated within **your** policy documents. **Accidental Loss** cover is only available on mobile phones, tablets and iPads

D. Breakdown

Electrical breakdown which occurs outside of the manufacturers guarantee period. This cover is not available on laptops or computers.

E. Unauthorised Call/Data Use

If **your** mobile phone is lost or stolen and is used fraudulently, we will reimburse **you** for the costs upon receipt of **your** itemised bill.

WHAT WE WILL NOT COVER (Exceptions)

Your Gadget is not covered for:

1. Theft:

- from any **commercial vehicle**, convertible or soft top 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, locked glove compartment or other locked internal compartment and all the vehicle's windows and doors closed and locked and all security systems have been activated. A copy of the

repairer's account for such damage must be supplied with any claim

- from any building, land or premises unless force, resulting in damage to the building or premises, was used to gain entry or exit; A copy of the repairer's account for such damage must be supplied with any claim
- from **your** control or the control of any member of **your immediate family**, except where it has been concealed either on or about the person and not left **unattended**, or the use of physical force or violence against the person has been used or threatened;
- where the **Gadget** has been left **unattended** when it is away from **your** home;
- where **reasonable precautions** have not been taken;

2. Loss or damage caused by:

- you** deliberately damaging or neglecting the **Gadget**;
- you** not following the manufacturer's instructions;
- routine servicing, inspection, maintenance or cleaning;
- the use of accessories.
- if left on any motor vehicle roof, bonnet or boot;

3. Repair or other costs for:

- routine servicing, inspection, maintenance or cleaning;
- loss caused by a manufacturer's defect or recall of the **Gadget**;
- replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
- repairs carried out by persons not authorised by us;
- wear and tear or gradual deterioration of performance.
- cosmetic damage of any kind.
- loss or damage if the serial number has been tampered with in any way.

4. Any kind of damage whatsoever unless the damaged **Gadget** is provided for repair.

5. Any loss of a SIM (subscriber identity module) card.

6. 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 use for **your** mobile phone up to the maximum value of £2500.

7. In the event that you make a claim, an excess fee applies which must be paid to us before your claim can be settled. This excess fee varies depending on the type of **Gadget** you have insured with us and the type of claim you need to make. The fees are set out below:

If your claim is for a **Gadget** up to the value of £250 (when new) the excess fee is £25 for a theft or damage claim and £50 for an accidental loss claim.

For any other **Gadget** the excess fee is £50 for a theft or damage claim and £75 for an accidental loss claim.

If you make a claim within the first 3 months of your policy there will be an additional excess fee to pay of £25.

Please see below for the No-Claims Bonus which may apply to you.

8. Any claim made, or any event causing the need for a claim to be made, that occurs within the first 14 days of the inception date of the policy.

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

10. Any claim if the **Gadget** has not been used after the date the insurance has been purchased.

11. **Accidental Loss** where the circumstances of the loss cannot be clearly identified, i.e. where **you** are unable to confirm the time and place of the loss.

12. Any loss or damage caused by the failure of any electrical or computer equipment, software, micro-controller, microchip, accessories or associated equipment to correctly recognise and process any calendar date or time.

13. If a SIM card was not in **your** mobile phone at the time of the loss, damage or theft that was registered to **you**.

14. Reconnection costs or subscription fees of any kind.

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

15. 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.

16. Nuclear Risk

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

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

17. Sonic Boom

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

18. 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.

19. Any indirect loss or damage resulting from the event which caused the claim under this policy;

20. Liability of whatsoever nature arising from ownership or use of the **Gadget**, including any illness or injury resulting from it.

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

REPLACEMENT

1. This policy offers replacement only and 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**.
2. In the event of a valid claim resulting in the replacement of the **Gadget**, this policy will automatically cover the replacement **Gadget**.
3. If **you** pay for **your** insurance monthly and **you** make a claim **you** will be required to pay the premium for the minimum term (12 months before we can process **your** claim).

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 UK, the Isle of Man and the Channel Islands. Cover is extended to include use of the **Gadgets** anywhere in the world up to a maximum of 90 days in total, in any single 12 month period, subject to any repairs being carried out in the UK by repairers approved by us.
3. The **Gadgets** must be less than 18 months old, purchased as new, or if refurbished, purchased directly from the manufacturer, and with valid Proof of Purchase at inception of this Policy. All **Proofs of Purchase** must include the make, model and serial number of the **Gadget** and must be in **your** name. The company the **Gadget** was purchased from must be a UK VAT registered company.
4. **You** must provide us with any receipts, documents or proof of purchase, that it is reasonable for us to request.
5. This insurance may only be altered, varied or its conditions altered or premium changed by one of our authorised officials, giving **you** 30 day's notice in writing.
6. We may cancel the policy by giving **you** 30 days' notice in writing. In the event of any claim **you** are responsible for the payment of any outstanding premium.
7. **You** cannot transfer the insurance to someone else or to any other **Gadgets** without our written permission.
8. **You** must take all **reasonable precautions** to prevent any loss or damage.
9. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

NO-CLAIMS BONUS

As a thank you to our loyal customers, you will automatically be entitled to a reduction on your excess fee should you make no claims for one year or more. The No-Claims Bonus is applied as follows: If you do not make a claim in the first year, you will be entitled to a discount of 25% off the excess fee if you subsequently make a claim. If you do not make a claim in the first two years, you will be entitled to a discount of 50% off the excess fee if you subsequently make a claim. If you do not make a claim in the first 3 years, you will be entitled to a discount of 75% off the excess fee if you subsequently make a claim. If you do not make a claim within the first 4 years, your excess fee will be entirely waived. This offer is still valid, even if you replace the **Gadget** you have on cover with a different **Gadget**.

CANCELLATION

Your right to change **your** mind.

You may cancel the insurance, without giving reason, by sending us written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents.

Cancellation after the withdrawal period

If **you** wish to cancel **your** insurance after the initial period **you** can do so by writing to Supercover Insurance Ltd, 602 Cumberland House, 80 Scrubs Lane, London, NW10 6RF, or by telephoning 0333 999 3350, or by emailing info@protected4u.co.uk. An administration fee shall be due equal to 25% of the annual premium with a minimum fee applying of £10.

CLAIMS PROCEDURE

1. **You** must:

- notify Supercover Insurance Ltd on [0844 477 7603](tel:08444777603) or email protected4u@supercoverinsurance.com as soon as possible but in any event within 48 hours of any incident likely to give rise to a claim under this insurance;
- report the theft or loss of any mobile phone or PDA, within 24 hours of discovery to **your** Airtime Provider and blacklist **your** handset;
- report the theft or loss of any **Gadgets** to the Police within 48 hours of discovery and obtain a crime reference number;
- 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 ratable proportion of the claim may be recovered direct from these Insurers.

2. If we replace **your Gadgets** the damaged or lost item becomes ours. If it is returned or found **you** must notify us and send it to us if we ask **you** to.

UK General Insurance Limited are an agent of Ageas Insurance Limited and in the matters of a claim act on their behalf.

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

WARNING

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 by the provisions of the Consumer Insurance (Disclosure and Representations) Act 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. Failure to advise us of a change to **your** Answers may mean that **your** policy is invalid and that it does not operate in the event of a claim

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 in the first instance contact Supercover's Customer Services Director. The contact details are:

The Customer Services Director,
602 Cumberland House,
80 Scrubs Lane,
London, NW10 6RF
Tel: [0844 477 7603](tel:08444777603)
Fax: [0871 222 3228](tel:08712223228)
Email: protected4u@supercoverinsurance.com

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

In the event **you** remain dissatisfied and wish to make a complaint, **your** agent will pass it to:

The Customer Relations Manager,
UK General Insurance Limited,
Cast House,
Old Mill Business Park,
Gibraltar Island Road,
Leeds, LS10 1RJ
Tel: [0845 218 2685](tel:08452182685)
Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than £2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
Docklands,
London, E14 9SR.
Tel: [0845 080 1800](tel:08450801800)

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

COMPENSATION SCHEME

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

DATA PROTECTION ACT 1998

Supercover Insurance Ltd does not pass any personal data about **you** to any third parties. When **you** apply for insurance and/or make a claim, **you** will be required to disclose relevant personal data about **yourself** to Supercover or their agents, including data which is deemed "sensitive" under the Data Protection Act 1998. **Your** explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when **you** make a claim. Please note that any information that **you** provide to Supercover may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by **yourself** will be used by Supercover its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any upgrade to this insurance, handle claims relating to this insurance and prevent fraud.