gadget insurance.com Policy Document



This insurance is arranged by Blue Insurances Limited and administered by Supercover Insurance Ltd with UK General Insurance Limited on behalf of the underwriter, Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA. With effect from 1st October 2013 the registered address of Ageas Insurance Limited is Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

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INTRODUCTION

In return for the payment of **your** premium **we** will provide insurance for **your electronic gadgets** during the **period of cover** as stated in the validation certificate, 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** validation certificate

This cover is limited to a maximum claim value as shown in **your** validation certificate and a maximum of 1 replacement per insured **electronic gadget** in any 12 month period.

DEFINITIONS

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

Accidental loss means that the **electronic gadgets** 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 gadget**.

Electronic gadgets – the items insured by this certificate, purchased by **you** in the UK, Republic of Ireland or US. Items must have been purchased as New or in the case of refurbished items, purchased directly from the manufacturer.If **your** item was purchased in the UK or Republic of Ireland, the supplier must be a VAT registered supplier.

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

Period of cover – for monthly policies 1 (one) calendar month from the inception date, renewing monthly on the same day each month (the last day of the month will apply appropriately to each month) provided the monthly premium is paid.

For annual policies 1 (year) from the inception date.

The **period of cover you** selected can be found on **your** validation certificate

Proof of Purchase means an original receipt and any other documentation required to prove **your electronic gadgets** were purchased as new by **you.** If the supplier was a supplier in the Republic of Ireland or UK, they must be a VAT registered company. Any receipt must show the date of purchase, make, model, IMEI/Serial number of **your electronic gadgets**.

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 electronic 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 organization 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 **electronic equipment** as stated on the validation certificate

WHAT WE WILL COVER

The sections below explain what **we** do and do not cover. **Your** validation certificate will state which of the available covers are applicable to **you**.

A. Accidental Damage
We will pay repair costs if **your electronic gadgets** are damaged as the result of an accident.

B. Theft
If **you** selected the option to insure **your electronic gadgets** for theft then if **your electronic gadgets** are stolen **we** will replace them. Where only part or parts of **your electronic gadgets** have been stolen, **we** will only replace that part or parts.This cover is only operative if shown on **your** validation certificate and the additional premium has been paid.

C. Accidental Loss
If **you** selected the option to pay an additional premium and cover **your** mobile phone, tablet or iPad for **accidental loss,** then if **you** lose **your** mobile phone, tablet or iPad **we** will replace it. This cover is only operative if shown on **your** validation certificate and the additional premium has been paid. No other **electronic equipment** is insured for **accidental loss.**

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

E. Fraudulent Call Use
If **you** selected the option to insure **your** mobile phone for **accidental loss** then if **your** mobile phone is lost or stolen and **your** claim accepted **we** will reimburse fraudulent call costs up to the value of **£**1500. This cover is only operative if shown on **your** validation certificate and the additional premium has been paid.

F. Liquid Damage
We will pay repair costs if **your electronic gadgets** are damaged as the result of an accident involving liquid.

WHAT WE WILL NOT COVER

Your electronic gadgets are 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 **electronic gadgets** have 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;
- from any building, land or premises unless force, resulting in damage to the building or premises, was used to gain entry or exit;
- 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 **electronic gadgets** 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 **electronic gadgets**;
- **you** not following the manufacturer's instructions;
- routine servicing, inspection, maintenance or cleaning;
- the use of accessories;
- leaving the **electronic gadgets** 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 **electronic gadgets**;
- 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;
- if the serial number has been tampered with in any way.

4. Any kind of damage whatsoever unless the damaged **electronic gadgets are** provided for repair.
5. Any loss involving a SIM (subscriber identity module) card.
6. Any expense incurred as a result of not being able to use the **electronic gadgets**, or any loss other than the repair or replacement costs of the **electronic gadgets** unless relating to unauthorized call use for **your** mobile phone up to the maximum value of **£**1500.
7. There is an excess fee of £50 for all claims which must be paid before **your** claim can be approved.
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 **your** policy or the first 14 days of any amendment to **your** policy.
9. Loss of or damage to accessories of any kind.
10. **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.
11. Any claim if the **electronic gadget** has not been used after the date the insurance has been purchased.
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 a **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:
    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.
17. **Sonic Boom**
    Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling 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 **electronic gadgets** 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 **electronic gadgets**, including any illness or injury resulting from it.
21. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.
22. **Electronic Gadgets** purchased under a private sale.

REPLACEMENT

1. This policy offers replacement only and is not a replacement as new policy. If the **electronic gadgets** cannot be replaced with identical **electronic gadgets** of the same age, colour 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 **electronic gadgets**.
2. In the event of a valid claim resulting in the replacement of the **electronic gadgets**, this policy will not automatically cover the item or items of replacement equipment during the remainder of the policy year in which the claim has been settled. However, the replacement **electronic gadgets** may be insured on payment of an additional premium, which will be proportionate to the value of the replacement equipment.

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 **electronic gadgets** bought in the UK, Republic of Ireland or US and used in the UK, the Isle of Man and the Channel Islands. Cover is extended to include use of the **electronic gadgets** anywhere in the world up to a maximum of 60 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 **electronic item** must be less than 24 months old with a valid **proof of purchase** (not from online auctions) when the policy is started.
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** authorized officials, giving **you** 30 days notice in writing.
6. **We** may cancel the policy by giving **you** 30 days notice in writing.
7. In the event of any claim **you** are responsible for the payment of any outstanding premium.
8. **You** cannot transfer the insurance to someone else or to any other **electronic gadgets** without **our** written permission.
9. **You** must take all **reasonable precautions** to prevent any loss or damage.
10. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.
11. If **you** pay **your** insurance monthly and make a claim, **you** need to have paid a total premium amount equal to 12 monthly premiums. If this is not the case, **you** will be required to pay the difference before **we** will pay **your** claim.

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 14 day period

For monthly policies **you** may cancel **your** insurance by calling Gadgetinsurance.com on 0844 871 0254 or in writing by emailing info@gadgetinsurance.com allowing one months notice. For annual policies **you** may cancel **your** insurance at any time however 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 on **0844 844 9943** or via email on gadgetclaims@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 **accidental loss** of any **electronic gadgets** 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 ratable proportion of the claim may be recovered direct from these Insurers.

2. If **we** replace **your electronic gadgets** the damaged or lost items become **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 Aegas 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: 0871 222 1130. Fax: 0871 222 3228. Email: complaints@supercoverinsurance.com

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

If **your** complaint cannot be resolved by the end of the next working day, **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, 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

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 90% of the claim with no upper limit. **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 ('Supercover') 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.

THE CHECKS WE MAKE AND SHARING INFORMATION WITH OTHER ORGANISATIONS

Under the Data Protection Act 1998 **we** are required to tell **you** the following information. It explains how **we** may use **your** details and tells **you** about the systems **we** have in place that allow **us** to detect and prevent fraudulent applications and claims. The savings that **we** make help **us** to keep premiums and products competitive.

INSURANCE ADMINISTRATION

Information **you** supply may be used for the purposes of insurance administration by Supercover Insurance Limited, **your** insurers and their agents and re-insurers. In assessing any claims made, **we** may undertake checks against publicly available information such as electoral roll, county court judgement, bankruptcy or repossessions. Information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators.

Fraud Prevention, Detection and Claims History

In order to prevent and detect fraud **we** may at any time share information about **you** with other organisations and public bodies including the Police. **We** may check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;

- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;

- Check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;

In addition **we** may undertake credit searches and conduct additional fraud searches (this may include requests for copy driving licences, utility bills and other documentation to establish the identity of any person applying for insurance).

CLAIMS HISTORY

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd).The aim is to help **us** to check information provided and also to prevent fraudulent claims. Under the conditions of **your** policy **you** must tell **us** about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. 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 to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.

OTHER INSURERS

Supercover Insurance Limited and **your** insurers may pass information about **you** and this policy to other insurance companies with which **your** insurers reinsure their business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies may be located in countries outside the UK but within the European Economic Area ("EEA").

On payment of a small fee **you** are entitled to receive a copy of the information **we** hold about **you**. If **you** have any questions, or **you** would like to find out more about this notice **you** can write to the Data Protection Officer, Supercover Insurance Limited, 602 Cumberland House, 80 Scrubs Lane, London, NW10 6RF