

## MOBILE PHONE & GADGET COVER TERMS AND CONDITIONS

This insurance is arranged by Supercover Insurance Ltd and underwritten by Zenith Insurance Plc, Authorised Insurers, registered in Gibraltar No 84085. Registered Office: 846-848 Europort, Gibraltar

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

Zenith Insurance Plc is a member of the Association of British Insurers

### 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 electronic equipment** during the **period of cover** as stated in your Schedule of Insurance. This policy only covers your electronic equipment 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 (monthly or annual) will be shown on **your** Schedule of Insurance. In all circumstances this policy can only remain in force for a maximum period of five years.

If **you** pay for **your** insurance monthly then **your** policy is a rolling monthly policy and is only in force if the monthly premium has been paid and continues to be paid.

### 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 **electronic equipment** has been accidentally left by **you** in a location and **you** are permanently deprived of its use.

**Electronic equipment** - the portable electronic items insured by this policy and shown on **your** Schedule of Insurance. These items must have been purchased by **you** in the UK and must either have been purchased as new or alternatively in the case of refurbished items must have been purchased directly from the manufacturer.

**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.

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

**Immediate family** - your mother, father, son, daughter 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).

**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 policies of longer duration the period is specified in **your** Schedule of Insurance.

**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 equipment**.

**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** - Zenith Insurance Plc

**You, your** - the person, who owns the **electronic equipment** as stated on the Schedule of Insurance.

### WHAT WE WILL COVER

#### A. Accidental Damage

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

#### B. Theft

If **your electronic equipment** is stolen **we** will replace it. Where only part or parts of **your electronic equipment** 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 **electronic equipment** is insured for **accidental loss**.

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

### E. Liquid Damage

If **your electronic equipment** 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.

### WHAT WE WILL NOT COVER

**Your electronic equipment is not covered for:**

#### 1. Theft:

- from any motorcycle, 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 equipment** has been concealed in a locked boot, locked glove compartment or other locked internal compartment and all the vehicle's windows and doors have been closed and locked and all security systems have been activated. A copy of the repairer's account for damage sustained in gaining entry to the locked boot, locked glove compartment or other locked internal compartment of the vehicle must be supplied 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 must be supplied with any claim;
- from **your** control or the control of any member of **your immediate family** when away from **home**, except where the **electronic equipment** has been concealed either on or about the person and not left **unattended**, or the incident involves the use or threat of physical force or violence against **you** or **your immediate family** member;
- where the **electronic equipment** 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, intentionally leaving or neglecting the **electronic equipment**;
- by **you** not following the manufacturer's instructions;
- by routine servicing, inspection, maintenance or cleaning;
- as a result of the use of accessories;
- as a result of the **electronic equipment** being 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 **electronic equipment**;
- 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.
- 4. Any claim under this insurance if the serial number of the **electronic equipment** has been tampered with in any way.
- 5. Any kind of damage whatsoever unless the damaged **electronic equipment** 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 **electronic equipment**, or any loss other than the repair or replacement costs of the **electronic equipment**.
- 8. The first £40 of each theft, accidental damage, breakdown or liquid damage claim or the first £60 of each **accidental loss** claim. This amount of **excess** is increased to the first £75 of any claim for theft or damage to a laptop or, regardless of the type of **electronic equipment** involved, for any claim which occurs outside of the **territorial limits** of this policy.
- 9. Loss of or damage to accessories of any kind.
- 10. Any claim if the **electronic equipment** has not been used after the date the insurance has been purchased.
- 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** item of **electronic equipment**.
- 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. Any claim under this insurance if a SIM card registered in **your** name was not in **your** mobile phone at the time of the loss, damage or theft.
- 14. Reconnection costs or subscription fees of any kind.
- 15. The cost of any unauthorised calls/airtime use following the theft of or **accidental loss** of a mobile phone or the theft of a tablet computer.

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

#### 16. 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.

#### 17. 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.

#### 18. Sonic Boom

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

### 19. Loss of Data or Software

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

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

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

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

### REPLACEMENT

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 **electronic equipment** cannot be replaced with an identical item of **electronic equipment** 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 item of **electronic equipment**. **We** cannot guarantee that a replacement item of **electronic equipment** will be the same colour as the original item.

### 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 equipment** bought and used in the countries within the **territorial limits** of the policy. Cover is also automatically extended to include use of the **electronic equipment** 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 item of **electronic equipment** must be less than 6 months old with valid proof of purchase within the **territorial limits** of the policy (not from online auctions) when the policy is started.

**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 one of **our** authorised officials, giving **you** 30 days' notice in writing.

**6.** **You** cannot transfer the insurance to someone else or to any other item of **electronic equipment** 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.

**9.** In respect of monthly policies if the Direct Debit premium payment is cancelled or unsuccessful at any given point, no benefits shall be due under this insurance whatsoever.

### CANCELLATION

#### Your right to change your mind (withdrawal period)

**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.

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 in writing to Supercover Insurance Ltd, Waterside House, 20 Riverside Way, Uxbridge, UB8 2YF or by telephoning 0203 794 9302. **You** will be required to give 30 days' notice of cancellation.

If **you** pay **your** insurance premium monthly there will be no refund due as the premium paid will have only been in respect of the cover already received.

If **you** pay **your** insurance premium annually and providing no claim has been made under the policy **you** will receive a proportionate refund of premium based on the unused period of cover under the policy. However an administration fee shall be due equal to 25% of the annual premium with a minimum fee applying of £10.

#### 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. There will be no refund of premium allowable if **you** are paying **your** premiums monthly

### CLAIMS PROCEDURE

#### 1. You must:

- notify Supercover Insurance Ltd on **0203 794 9302** 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;
- 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 item of **electronic equipment** 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 Supercover Insurance Ltd, 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 electronic equipment** 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 electronic equipment** 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.

Claims under this insurance are administered by Supercover Insurance Limited on behalf of Zenith Insurance Plc. Please address all claims correspondence to:

Supercover Insurance Ltd, Waterside House, 20 Riverside Way, Uxbridge, UB8 2YF, or by emailing [claims@supercoverinsurance.com](mailto:claims@supercoverinsurance.com)

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

The Customer Services Director

Waterside House

Rockingham Road

Uxbridge UB8 2YF

Tel: 0207 794 9300

Email [complaints@supercoverinsurance.com](mailto:complaints@supercoverinsurance.com)

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

Supercover Insurance Limited will make every effort to resolve your complaint immediately. If they cannot resolve your complaint by the end of the next working day they will acknowledge your complaint within 5 days of receipt and will do their best to resolve the problem within four weeks by sending you a final response letter.

If they are unable to resolve your complaint in this time they will write to advise you of progress and will endeavour to resolve your complaint within the following four weeks. If you are still dissatisfied after receiving their final response letter you may refer your complaint to the Financial Ombudsman Service at the following address:

Financial Ombudsman Service

Exchange Tower, London E14 9SR

Tel: 0800 023 4567

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have the right of referral within six months of the date of your final response letter. 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**

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](http://www.fscs.org.uk) or by telephoning 0207 741 4100.

## **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'd like to find out more about this notice you can write to the Data Protection Officer, Supercover Insurance Limited, Waterside House, 20 Riverside Way, Uxbridge, UB8 2YF.