

# **Gadget Insurance Policy Wording**

## Introduction

This insurance is arranged by Warranty & Creditor Services & underwritten by Novus Underwriting on behalf of 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.

Novus Underwriting Limited is registered in England and Wales under Company No. 10844265, with its registered office address at 4th Floor, 34 Lime Street, London EC3M 7AT. Novus Underwriting Limited is an appointed representative of Consilium Insurance Brokers Ltd, which is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 306080.

Warranty & Creditor Services is authorised and regulated by the Financial Conduct Authority.

These details can be checked on the Financial Services Register by visiting the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register

#### **Important Information**

We have not provided you with a personal recommendation as to whether this product if suitable for your needs so you must decide whether it is or not. You have made a decision based on the information made available to you.

This policy meets the demands and needs of those who wish to insure their **gadget** against **theft**, **accidental damage**, out of **warranty breakdown**, and, for mobile phones, iPads and tablets, **accidental loss**.

Your gadget must be in good condition and full working order when you take out this policy. If there is evidence that the damage, theft, or accidental loss happened before the policy start date or before you added your gadget to this policy, your claim will not be paid and you won't get any money back.

It's important that **you** read **your schedule of insurance** 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. **You** must keep this policy wording and **your schedule of insurance** in a safe place in case **you** need to look at them later.

# Eligibility

We can only insure your gadget if you are able to provide evidence of ownership, and if it is:

- 1. Purchased by you as new in the UK, or;
- 2. Purchased by **you** as refurbished from the manufacturer, airtime provider or retailer in the UK with a minimum 12-month **warranty**,

or;

3. Meets the above criteria and was gifted to you as long as you are able to provide a UK Gift receipt

and

- 4. Is not more than 36 months old at the time this policy is initially purchased, and
- 5. Is in your possession and in good working condition (not damaged).

# Your Responsibility

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) Supply accurate and complete answers to all the questions **we** or the selling broker may ask as part of y**our** 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 you will not be able to make a claim.

### **Payment of Premium**

You must pay the monthly premium for this policy to keep your cover. If you do not pay the premium when it is due, we may cancel your policy.

### When Does my Policy End

Cover under the policy will continue for each month that **you** pay **your** premiums. However, cover will end on the earliest of the following dates:

- 1. When you do not pay your monthly premium
- 2. The policy is cancelled by **you**; or
- 3. The policy is cancelled by **us**

### **Meaning of Words**

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

Accidental damage: Damage to your gadget caused by a sudden, unexpected event.

Accidental loss/Accidentally lost: the gadget has been accidentally left by you in a location and you are permanently deprived of its use.

Administrator: Warranty & Creditor Services

Breakdown: A sudden mechanical or electrical failure of your gadget, that stops it working as it should.

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

Excess: The amount you must pay for each claim you make under this policy.

**Gadget** The portable electronic gadget that meets the eligibility criteria, is insured by this policy, and is shown on **your schedule of insurance**. **Gadgets** include: Mobile Phones, iPhones, iPads, Tablets, Laptops, Smart Watches and Games Consoles. This policy is not suitable for drones.

Home The place you normally live in the UK.

**Immediate family** – your mother, father, son, daughter, spouse or domestic partner or other family members who live with you at your home.

Malicious damage - Damage caused by someone on purpose

**Period of cover**: This is a monthly rolling contract. **Your** insurance starts on the date stated in **your schedule of insurance** and continues for a period of one month and will continue for periods of one month at a time upon receipt of each monthly premium from **you**.

**Proof of usage**: Evidence that the **gadget** has been in use since the policy started and up to the incident date. Where the **gadget** is a mobile phone, **your** Network Provider can give **you** this information. For other types of **gadget**, in the event of an **accidental damage** claim this can be verified when the **gadget** is sent to **our** repairers for inspection.

Schedule of insurance: The separate document we send you that includes details about you and what you are covered for.

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

**Theft:** The unauthorised, dishonest taking of the **gadget** specified on **your schedule of insurance**, by another person with the intention of permanently depriving **you** of it.

Unattended: Not within your sight at all times or out of your arms-length reach when away from your home.

**Warranty**: A guarantee issued by the manufacturer or vendor of **your gadget** which outlines the circumstances in which repairs will be made or refunds or exchanges allowed if the **gadget** does not perform as expected or described.

We, us, our: Novus Underwriting on behalf of Collinson Insurance.

You, your: The person, who is a UK resident over 18 years old, who owns the **gadget** as stated on the **schedule of insurance.** 

**YOUR COVER** (Your schedule of insurance will confirm which element(s) of insurance you have selected and are covered for.)

What we cover	What we can't cover
Accidental damage or Malicious damage: We will arrange a repair if your gadget is damaged as the result of an accident or malicious damage. If your gadget cannot be economically repaired, it will be replaced.	<ul> <li>Damage caused by you or your immediate family on purpose.</li> <li>Damage caused by you not following the manufacturer's instructions.</li> <li>Cosmetic damage including scratches, dents or other visible defects that do not stop the gadget working properly.</li> <li>Any damage if you cannot send us the gadget for repair.</li> <li>Wear and tear or gradual deterioration in performance.</li> </ul>

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.	<ul> <li>Damage caused by routine servicing, inspection, maintenance, or cleaning.</li> <li>Anything in what is not covered.</li> <li>Theft from a motor vehicle unless the gadget was concealed in a locked boot or glove compartment with all the vehicle's doors and windows closed and locked and security system activated. Evidence of the damage caused gaining access will be required.</li> <li>Theft from any building or premises unless force or violence was used to gain access. Evidence of the damage caused gaining access will be required.</li> <li>Theft if your gadget has been left unattended.</li> <li>Theft by a member of your immediate family.</li> <li>Any theft not reported to the police and a crime reference number obtained.</li> <li>Anything in what is not covered.</li> </ul>
Accidental loss: If your gadget is a mobile phone, iPad or tablet and you accidentally lose it, we will replace it.	<ul> <li>Accidental loss of any gadget that is not a mobile phone, iPad or a tablet.</li> <li>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.</li> <li>Any claims for any gadget accidentally lost in your home.</li> <li>Loss of your gadget while in transit.</li> <li>Any loss of a SIM (subscriber identity module) card.</li> <li>Anything in what is not covered.</li> </ul>
Breakdown: If your gadget suffers electrical or mechanical breakdown which happens outside of the warranty period, we will repair it. If your gadget cannot be economically repaired, it will be replaced.	<ul> <li>Breakdown which is covered by the terms of the gadget's warranty.</li> <li>Anything in what is not covered.</li> </ul>
Liquid damage: If your gadget is damaged as a result of accidentally coming into contact with any liquid, we will repair it. If it cannot be repaired, we will replace it.	Anything in what is not covered.

Unauthorised Calls:	•	Anything in what is not covered.
If <b>your</b> mobile phone is <b>accidentally lost</b> or stolen and is used fraudulently, and <b>your</b> claim is covered by <b>your</b> policy, <b>we</b> will reimburse <b>you</b> for the costs upon receipt of <b>your</b> itemised bill up to a maximum value of £1,000 for any one claim. This includes calls, messages, downloads, and data made / used from the time it was <b>accidentally lost</b> or stolen up to a maximum of 24 hours from discovery of the incident.		

# What is Not Covered (General Exclusions)

- 1. Any claim where you cannot provide evidence of ownership.
- 2. Any claim where you cannot provide proof of usage.
- 3. Any claim where the gadget has not been used since the insurance has been taken out
- 4. Any claim unless a SIM card registered to **you** was in **your** mobile phone at the time of the incident or where **your** Airtime provider cannot verify that **your** equipment has been in use since inception.
- 5. More than £4,000 for any one claim.
- 6. More than 2 accidental loss or theft claims in any 12 month rolling period.
- 7. Gadget Accessories, such as chargers, carrying cases, headphones, hands-free mounting kits, and USB cables. sim cards and wearables.
- 8. You deliberately damaging, intentionally leaving, or neglecting the gadget.
- 9. Any incident for which you have previously tried unsuccessfully to claim under this policy
- 10. Any claim where you are outside of the UK for a period of longer than 90 days
- 11. You have not followed the manufacturer's instructions.
- 12. The use of non-manufacturer approved accessories.
- 13. Routine servicing, inspection, maintenance, or cleaning.
- 14. Loss caused by a manufacturer's defect or recall of the gadget.
- 15. Repairs carried out by persons not authorised by us.
- 16. Wear and tear or gradual deterioration of performance.
- 17. Cosmetic damage of any kind, including scratches, dents and other visible defects that do not affect safety or performance.
- 18. Any claim if the IMEI / serial number has been tampered with.
- 19. Any expense as a result of not being able to use the **gadget**, or any loss other than the repair or replacement costs of the **gadget**
- 20. The policy **excess**

Gadget Type	Excess payable for any claim*
All Apple iPhones	£75
All other gadgets where the monthly premium is £6.99 or less	£25
All other gadgets where the monthly premium is more than £6.99	£50

\*All accidental loss claims will have an additional excess of £25

- 21. Any device that was purchased as second hand or used, that is not a refurbished device that was sold with a minimum 12-month **warranty**.
- 22. Reconnection costs or subscription fees of any kind.
- 23. Terrorism as defined by the Terrorism Act 2000 or any subsequent or amending legislation.

- 24. Any direct or indirect consequence of irradiation, contamination by nuclear material, or the properties of any radioactive matter or device.
- 25. Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
- 26. 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.
- 27. Any indirect loss or damage resulting from the event which caused the claim under this policy.
- 28. Any liability of whatsoever nature arising from ownership or use of the **gadget**, including any illness or injury resulting from such ownership or use.
- 29. Value Added Tax (VAT) where you are registered with HM Revenue and Customs for VAT.

### **General Conditions**

- 1. Unless we have agreed differently with you, English law and the decisions of English courts will govern this insurance.
- 2. You must take all available precautions to prevent any loss or damage. Some examples of reasonable precautions might include:
  - a) Not deliberately leaving the gadget out of your own sight but in view of other people
  - b) Promptly returning to the place of any **Theft** or **Accidental Loss** to try to recover the **gadget** as soon as **you** become aware the **gadget** has gone missing
  - c) Report the incident to the place where you think it occurred or where it is most likely to be handed in
  - d) Checking the gadget is on your person before leaving any form of public transport or taxi

We will take into account where you were and what you were doing at the time the incident occurred, when we assess whether you have taken care of your gadget. If your actions show you have taken an unnecessary risk with it, we may decline your claim.

- 3. This insurance only covers gadget bought in the countries within the territorial limits of the policy. Cover applies throughout the territorial limits of the policy and is also automatically extended to include use of the gadget anywhere in the world for any trip up to 90 days and is subject to any repairs being carried out in the UK 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.
- 4. You must provide us with any receipts, documents, or evidence of ownership, that it is reasonable for us to request.
- 5. You cannot transfer the insurance to someone else or to cover any other gadget without our written permission.
- 6. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.
- 7. We will not provide cover, pay any claim, or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom and/or all other jurisdictions where we transact business

# Our Right to Change the Cover or Price

You will receive at least 30 days written notice if **we** decide or need to change **your** policy cover or the price of **your** insurance reasons may include:

- To make small changes to the words in **your** policy that do not affect the cover **you** get, and just make it easier to understand.
- To follow any new laws, regulations, or guidelines that affect **us** or your policy.
- To follow any changes in taxes that apply to **your** policy.
- To cover the costs of providing **your** insurance if there are more or fewer claims than **we** expected.
- To cover the costs of any new benefits or cover we add to your policy.
- To cover the costs of any changes to **our** systems or technology that help provide **your** insurance.
- If the changes are favourable for you, we may make them straight away and let you know within 30 days.

# How to Make a Claim

Contact the **administrator** as soon as possible after any incident that may result in a claim under this insurance:

Online: <u>wcsinsurance.co.uk</u> Phone: (01256) 471387 Email: claims@wcsinsurance.co.uk

- 1. You must fully complete the relevant claim form
- 2. For damage claims **you** will be required to send the **gadget** to **our** authorised repairer. Details of the address will be advised to **you** once the claim is accepted. **You** will be responsible for the cost of posting **your gadget** to them.
- 3. If your gadget is a mobile phone inform your airtime provider within 24 hours of discovering the accidental loss or theft. Ask them to blacklist your handset.
- 4. Report the **theft** or **accidental 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**.
- 5. If we replace your gadget, the damaged or lost item becomes our property once you receive the replacement item. If you find the claimed item or it is returned to you, let us know and send it back if requested.
- 6. Send **us** any **evidence of ownership**, **proof of usage** or any further documentation **we** require to support **your** claim.

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

# How We Settle Your Claim

- 1. The intention of this policy is to put **you** back in the same position as immediately before the loss or damage. Unless expressly advised at the time of purchase it is not a replacement as new policy. If the **gadget** cannot be replaced with an identical **gadget** of the same age and condition, we will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the **gadget** at the time the claim is made. All replacements **gadget**s come with a full 12-month warranty. We cannot guarantee that the replacement **gadget** will be the same colour as the original item.
- 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 warranty, we will repair or replace your gadget for the remaining period of your warranty in line with your warranty terms and conditions.
- 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. Failure to do so will result in your claim being delayed, and/or, your gadget being returned to you.

### 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.

# How to Cancel

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. provided that no claim has been paid by us and you do not intend to make a claim under this insurance.

You can cancel this policy after 14 days but you will not get any money back.

To cancel please contact **us** using the details below.

Online: <u>wcsinsurance.co.uk</u> Phone: 01256 471387 Email: <u>Admin@wcsinsurance.co.uk</u>

# Cancellation by Us

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document 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.

# How to Complain

We always strive to provide excellent service. However, if you have a complaint, please contact us using the details below.

Online: wcsinsurance.co.uk Email: Admin@wcsinsurance.co.uk Tel: 01256 471387

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: <u>complaint.info@financial-ombudsman.org.uk</u> Online: <u>www.financial-ombudsman.org.uk</u>

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

# **Financial Services Compensation Scheme (FSCS)**

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.

#### **Premium and Claims – Your Rights**

When handling premium payments from **you** that are due to **us** and when handling any claim **you** make, the **Administrator** (in respect of the collection of premiums made by any method other than by direct debit) acts as **our** authorised agent. This means that when **you** pay a premium to the **Administrator** it is deemed to have been received by **us**. Any valid claim **you** make is not deemed to have been settled by **us** until you have received a repaired or replacement item from the **Administrator**.

#### **Collinson Insurance Privacy Notice**

#### 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 **excess**ive.

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/