

# MOBILE PHONE & GADGET COVER

## TERMS AND CONDITIONS



This insurance is arranged by Supercover Insurance and underwritten by West Bay Insurance PLC. Registered in Gibraltar (Reg No. 84085). Registered Office: 846 - 848 Europort, Gibraltar.

Supercover Insurance is a trading name of Insurance Factory Ltd which is authorised and regulated by the Financial Conduct Authority (No.306164). Registered in England and Wales (No.02982445). Registered Office: 45 Westerham Road, Sevenoaks, Kent, TN13 2QB. You can check this by visiting the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register).

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

West Bay Insurance PLC is a member of the Association of British Insurers.

All Supercover claims are processed by Davies Managed Systems, Registered Company Number 3452116. Registered in England and Wales. A member of the Davies Group Ltd, Registered Company Number 06479822. Registered Address Suite 2/2, Second Floor, London Underwriting Centre, 3 Minster Court, Mincing Lane, London, EC3R 7DD.

## 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 gadget** during the **period of cover** as stated in your Schedule of Insurance. This policy only covers your **gadget** 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 is an annual policy.

## 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 **gadget** has been unintentionally left by **you** in a location and **you** are permanently deprived of its use.

**CRITERIA: We** can only insure gadgets that are:

- Purchased as new in the territorial limits with **evidence of ownership** available; Purchased as refurbished in the territorial limits direct from the Manufacturer or Network Provider with **evidence of ownership** available;
- Gifted to **you** as long as **you** are able to provide a Gift receipt.;
- Not more than 36 months old at the time the policy is purchased and in good condition and full working order at the time this policy is purchased.

**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, 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** - 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.

**Gadgets** - the portable electronic items insured by this certificate, purchased by **you** within the **territorial limits** that is no more than 36 months old at point of policy purchase.

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

**Immediate family** - your mother, father, son, daughter, sister, brother 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). Cover only extends to **your immediate family** if they reside at the same address as **you** and this can be evidenced.

### Period of cover

Please refer to **your** Schedule of Insurance for the inception date and end date of **your** cover.

**Proof of usage** – means evidence that the **gadget** has been in use since policy inception. Where the **gadget** is a mobile phone, this information can be obtained from **your** Network Provider. For other **gadgets**, in the event of an accidental damage claim this can be verified when the **gadget** is sent to our repairers for inspection.

**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 gadget**.

**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** – West Bay Insurance PLC

**You, your** – the person over the age of 16, who owns the **gadget** as stated on the Schedule of Insurance.

## WHAT WE WILL COVER

We will cover **your gadgets** up to a maximum sum per **gadget** depending on the level of cover **you** choose. The maximum sum per claim can be found on **your** Insurance Certificate. A maximum of 2 claims can be made in any 12 month period for the following:

### A. Accidental Damage

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

### 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 those specific parts.

### C. Accidental Loss

If **you** accidentally or unintentionally lose **your** mobile phone **we** will replace it. No other type of **gadget** is insured for **accidental loss**.

### D. Breakdown

If **your Gadget** suffers electrical breakdown which occurs outside of the manufacturers guarantee period, then **we** will repair it. If **your Gadget** cannot be repaired, **we** will replace it This cover is not available on laptops or computers.

### E. 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 economically repaired **we** will replace it.

### F. Fraudulent Call Cover

If **your** mobile phone is accidentally lost or stolen and is used fraudulently, **we** will reimburse **you** for the costs upon receipt of **your** itemised bill up to the maximum value of £2500

### G. Malicious Damage

If **your gadget** is intentionally or deliberately damaged due to the actions of another party, not including **immediate family**, **we** will repair it. If **your gadget** cannot be economically repaired we will replace it.

## WHAT WE WILL NOT COVER

**Your gadget is not covered for:**

### 1. Theft:

- 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, closed glove compartment or other closed 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 any damage, or other evidence of damage may be required 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, or other evidence of damage must be supplied with any claim;
- when away from **your home**, or when in **your home** with invited guests / tradesmen or other people; unless the **gadget** is concealed on or about **your** person when not in use, or it is stored in a locked room or secured receptacle (such as a locked safe, locked locker or closed desk drawer)
  - where the **gadget** has been left **unattended** when it is away from **your home**;
  - where all available **precautions** have not been taken to protect **your gadget** from theft.
- 2. Breakdown or damage caused:**
- by **you** deliberately damaging, intentionally leaving or neglecting the **gadget**;
  - by **you** not following the manufacturer's instructions;
  - by routine servicing, inspection, maintenance or cleaning;
  - as a result of the use of non-original accessories;
  - breakdown or damage of whatever nature caused by any computer virus or similar program that has been loaded onto **your Gadget** with or without your consent or knowledge.
- 3. Repair or other costs for:**
- routine servicing, inspection, maintenance or cleaning;
  - damage or breakdown caused by a manufacturer's defect or recall of the **gadget**;
  - repairs carried out that have not been pre-approved by **us**;
  - wear and tear, including but not limited to: replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials, or gradual deterioration of performance
  - cosmetic damage of any kind including scratches, dents and other visible defects that do not affect safety or performance.
- 4.** Any claim under this insurance if the serial number of the **gadget** has been deliberately tampered with in any way.
- 5.** Any kind of damage whatsoever unless the damaged **gadget** 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 **gadget**, or any loss other than the repair or replacement costs of the **gadget**.
- 8.** An **excess fee** for any claim;
- If **your** claim is for a **gadget** up to the value of £250 (when new) the **excess fee** is £25 for any claim.
  - If **your** claim is for a **gadget** between the values of £251 - £999 (when new) the **excess fee** is £50 for any claim.
  - If **your** claim is for a **gadget** over the value of £999 (when new) the **excess fee** is £75 for any claim.
- 9.** Loss of or damage to accessories of any kind.
- 10.** Any claim for a **gadget** where **proof of usage** cannot be provided or evidenced.
- 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 **gadget**.
- 12.** Reconnection costs or subscription fees of any kind.
- 13.** The cost of any fraudulent calls/airtime use following the theft of or **accidental loss** of **your** mobile phone where the item has not been reported lost or stolen to the Service Provider within 24 hours of discovery of the theft or **accidental loss**
- 14. 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.
- 15. 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.
- 16. Sonic Boom**  
Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
- 17. Loss of Data or Software**  
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.
- 18.** Any indirect loss or damage arising from accidental damage, theft, **accidental loss**, breakdown or from any cause whatsoever.
- 19.** Any liability of whatsoever nature arising from ownership or use of the **gadget**, including any illness or injury resulting from such ownership or use.
- 20.** Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.

## CLAIM SETTLEMENT

- 1.** 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 **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 item of **gadget**. **We** cannot guarantee that a 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 manufacturer's original parts but in some cases, unbranded parts may be used. In the event that any repairs authorised by us under this policy invalidate **your** manufacturer's warranty, **we** will repair or replace **your gadget** for the remaining period of **your** manufacturer's warranty if it suffers a breakdown.
  - If **your gadget** was water resistant when new, the repaired or replaced **gadget** will also be water resistant but **we** cannot guarantee the replacement will be water proof.
  - In the event of a valid claim resulting in the replacement of the **gadget**, this policy will automatically cover the replacement **gadget**.

## CONDITIONS AND LIMITATIONS

- Unless **we** have agreed differently with **you**, English law and the decisions of English courts will govern this insurance.
- This insurance only covers **gadgets** bought and used in the countries within the **territorial limits** of the policy. Cover is also automatically extended to include use of the **gadget** 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**.
- The gadget must not be more than 36 months old when the policy commences with valid **evidence of ownership** (not from online auctions), and purchased as new within the **territorial limits** of the policy .
- You** must provide **us** with any receipts, documents, proof of purchase or other evidence, that it is reasonable for **us** to request.
- This insurance may only be altered, varied or its conditions altered or premium changed by **us**, giving **you** 30 days' notice in writing.
- You** cannot transfer the insurance to someone else or to any other **gadget** without **our** written permission.
- You** must take all **reasonable precautions** to prevent any loss or damage.
- Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

## CANCELLATION

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

**You** may cancel this insurance, without giving reason, by returning it to your agent within 14 days of it starting, or (if later) within 14 days of **you** receiving the insurance documents if you are a new customer or 14 days from the renewal date if you are an existing customer.

**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 14 day withdrawal period **you** can do so by contacting your agent however no refund of premium will be made.

### 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.

**We** may cancel **your** policy under the following circumstances:

- where **we** have grounds to suspect fraud.
- where **you** have failed to cooperate or provide information and assistance in relation to any claim under this policy.
- where **you** use threatening or abusive behavior towards a member of our staff or a member of staff of **your** insurance intermediary or our supplier.

## CLAIMS PROCEDURE

- You** must:
  - notify Davies Group Limited on **0203 794 9297** or by emailing [gadgetclaims@davies-group.com](mailto:gadgetclaims@davies-group.com) 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. If the incident happened outside of the UK, please notify Davies Group Limited within 48 hours of your return to the UK.
  - 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 **gadget** 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 Davies Group Limited, 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 gadget** 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 gadget** 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.

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.

## **MAKING YOURSELF HEARD**

If **you** have cause for complaint, it is important that **you** know that **we** are committed to providing **you** with an exceptional level of service and customer care. **We** realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expected. When this happens, **we** want to hear about it so that **we** can try to put things right.

#### **Who to Contact?**

The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible are:

- to be sure **you** are talking to the right person, and
- that **you** are giving them the right information.

#### **When You Contact Us**

- Please give **us your** name and contact telephone number.
- Please quote **your** policy and/or claim number.
- Please explain clearly and concisely the reason for **your** complaint.

#### **Step One – Initiating Your Complaint**

- If your complaint relates to the sale of your policy, you need to contact the broker that sold you the policy.
- If your complaint relates to a claim on your policy, you need to contact:

Davies Group  
PO Box 1291  
Preston  
PR2 0QJ

Tel: 0203 794 9300

Email: [gadgetcomplaints@davies-group.com](mailto:gadgetcomplaints@davies-group.com)

**We** will ensure that every effort will be made to resolve **your** complaint immediately. If **your** complaint cannot be resolved by the end of the third business day after receipt, it will be acknowledge within 5 days of receipt and **we** will do our best to ensure they resolve the problem within four weeks by them 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  
Harbour Exchange Square  
London  
E14 9SR  
Tel: 0800 023 4567  
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

West Bay Insurance PLC is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy.

Further information about the scheme is available on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to the FSCS at PO Box 300, Mitcheldean, GL17 1DY.

## HOW WE USE YOUR INFORMATION

### Introduction

We believe in keeping your information safe and secure. Full details of what data we collect and how we use it can be found in our privacy policy which you can access via [www.supercoverinsurance.com](http://www.supercoverinsurance.com) or by requesting a copy from our Data Protection Officer (contact details below).

This section provides you with some basic information and explains:

- What we do with your information
- How we may check the information you have provided to us against other sources such as databases
- Who we share your information with, and
- How we may use your information.

We are governed by the Data Protection legislation applicable in the United Kingdom

### How we may collect your information

We may collect details about you from:

- Information you give to brokers
- Information you give us in online forms and other forms
- Other sources such as Google Earth and social media
- Third parties and other sources
- Telematics systems

### What information we may collect about you

We collect details including details about your health, personal circumstances, claims history, credit history, motoring history and other relevant details. We may collect information on you from databases such as the electoral roll and county court judgment records.

### How we may share your information

In order to provide our services to you, we may share your information with other insurance companies, solicitors, regulators, business partners and suppliers. We may also have a legal obligation to provide your information, in certain circumstances, with regulators, police and other public bodies.

Information you supply may be used for the purposes of insurance administration by us and third parties. These third parties may share your information with their own agents.

### How we may use your information

We may use your information for a number of purposes. These include:

- Providing you with our services
- Dealing with your claim
- Carrying out checks such as fraud checks and credit checks

- Providing you with information about our products and services

We give details about some of these processes below.

#### **Providing you with details on our Products and Services**

Where you have given us your consent to do so, we will send you information about products and services of ours and other companies in our Group which may be of interest to you. We may contact you by telephone, letter or email (as you have indicated)

You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the Group.

If you no longer wish to be contacted for marketing purposes then please contact our Data Protection Officer (contact details below).

#### **Fraud Prevention and Detection**

We carry out fraud checks on our customers. We do this in order to prevent fraud and also to help us make decisions about the provision, pricing and administration of insurance. When carrying out these checks, we will search against fraud detection databases. We may pass details about you to some of these databases. Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

#### **Claims History**

We may process data relating to your claims history for the purposes of assessing any claim you may make. The aim is to help us to check information provided and also to prevent fraudulent claims. 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.

#### **Credit Searches and Accounting**

In assessing an application for insurance or policy renewal, we may search files made available to us by credit reference agencies. They keep a record of that search. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

#### **Transfers**

Sometimes your information may be transferred outside the European Economic Area by us, by the organisations with whom we share your information or by the servants and agents of these organisations. If we do this we will ensure that anyone to whom we pass it provides an adequate level of protection.

#### **Your Rights as a Data Subject**

Under Data Protection Laws you have certain rights; these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If you would like to exercise any of your rights please contact our Data Protection Officer (contact details below).

#### **Data Protection Officer**

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at:

Data Protection Officer  
Supercover Insurance  
45 Westerham Road  
Bessels Green  
Sevenoaks  
Kent  
TN13 2QB

Email: [dataprotection@markerstudy.com](mailto:dataprotection@markerstudy.com)