



# Business Device Insurance

Terms and Conditions

# Introduction

## IMPORTANT INFORMATION

**You must read this policy document and the *certificate schedule* together. The *certificate schedule* tells you the period during which the policy is in force, what items are covered, what level of cover applies to your insurance, and what excess applies to your claims. Please check both documents carefully to make certain they give you the cover you want.**

This policy consists of sections. These are ***accidental damage, accidental loss, breakdown, malicious damage, theft, accessories*** and ***unauthorised usage***. Some of these sections are optional, **you** should read this policy in conjunction with ***your certificate schedule*** which confirms the sections **you** are insured under.

Please read both documents carefully and please be aware that if **you** do not comply with the policy conditions this may result in this policy being invalidated or affect the amount **we** pay to **you** in the event of a claim.

If any details in this policy are incorrect, please contact ***your scheme administrator*** as soon as reasonably possible. Please keep this policy and ***your certificate schedule*** in a safe place.

This policy provides cover as detailed in ***your certificate schedule***. The cover provided to **you** under this policy is subject to the terms, conditions and limitations which are listed in this policy.

This insurance is arranged by ***Insurance 2 Go Business*** which is a trading name of Square Pound Limited and is underwritten by Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Bspoke Underwriting Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check our details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. You can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>. Square Pound Limited is authorised and regulated by the Financial Conduct Authority under reference number 564471.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

### **Understanding this policy**

Certain words in this policy have specific meanings wherever they appear in this policy. These words are shown in bold italics and are explained in the 'General Definitions' section of this policy.

If ***you*** have any disability that makes communication difficult, please tell ***your scheme administrator*** and they will be pleased to help ***you***.

If ***you*** purchase this policy on an annual basis, provided that ***you*** pay ***your*** premium, ***your*** cover under this policy starts on the policy start date as shown on ***your certificate schedule*** and runs for a period of twelve months. The annual premium ***you*** pay is confirmed at the time ***you*** purchase this policy or in the renewal notice that ***we*** send to ***you*** prior to the renewal of this policy.

If ***you*** purchase this policy on a monthly basis, this policy cover starts on the policy start date as shown on ***your certificate schedule*** and lasts for a period of one month. Provided ***you*** continue to pay ***your*** monthly premiums as and when they become due, cover under this policy will continue for further consecutive monthly periods. ***Your*** monthly premiums along with the due dates for payment are set out in ***your certificate schedule***. Cover under this policy ends if ***you*** stop paying ***your*** monthly premium and this policy may be cancelled by ***us*** in accordance with the 'Cancellation and the cooling-off period' conditions section of this policy.

Any premiums that are collected by direct debit will be collected by ***your*** scheme administrator. Any other method of premium collection (other than direct debit) will be collected by ***Insurance 2 Go Business***.

This policy is administered by Burnett & Associates Limited who is ***your*** scheme administrator and is authorised and regulated by the Financial Conduct Authority under registration number (FRN305511).

***Your scheme administrator*** will help ***you*** with any questions ***you*** may have in relation to this policy, help ***you*** with any changes ***you*** need to make to this policy and will deal with any claims which are made by ***you*** under this policy. Please also contact ***your scheme administrator*** if any details in ***your certificate schedule*** are incorrect and they will arrange for a replacement ***certificate schedule*** to be issued to ***you***. ***You*** can contact ***your scheme administrator*** at:

Burnett & Associates Limited, 3000 Lakeside, North Harbour, Western Road,  
Portsmouth, PO6 3FQ.

Telephone: 0333 999 7901 (local rate call).

Email: admin@burnett.co.uk

## Claims helpline

If you need to make a claim under this policy, please notify your scheme administrator on their online claims portal [www.business-claims.co.uk](http://www.business-claims.co.uk) or call 0333 999 7902 (local rate call) as soon as reasonably possible following discovery of the incident.

More details about what **you** need to do when making a claim and how the claims process will work can be found in the section 'How to make a claim' of this policy.

## Your responsibility

**You** must take care to provide accurate and complete answers to all the questions **you** are asked when **you** take out, make changes to, or renew this policy.

**You** must notify **your scheme administrator** as soon as possible if any of the information in **your** policy documents is incorrect or if **you** wish to make a change to **your** policy.

If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify **your scheme administrator** of any incorrect information or changes **you** wish to make, **your** policy may not operate in the event of a claim. **We** may not pay any claim in full or **your** policy could be invalid.

## Changes that may affect your cover

**You** must tell **us** as soon as possible about any changes to the information **you** provided when **you** purchased or renewed this policy, for example, changing **your mobile phone, tablet, laptop or desktop**

This is not an exhaustive list and any changes **you** tell **us** about may affect **your** cover or result in a change to **your** premium. If **you** are unsure whether a change may affect **your** cover, please contact **us**.

## Certification of cover

**Please take time to read your policy documents in full to make sure you understand the cover provided.**

In return for the payment of **your** premium **we** will provide the insurance cover detailed in **your policy schedule** and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **period of insurance**.

**Your** policy is valid for the **period of insurance** as shown on **your policy schedule**.

Please refer to the policy documents provided to **you** when the policy was purchased or amended, for details of the type and level of cover **your** policy provides. **Eligibility for cover**

**You** can purchase this policy provided that:

- (a) **your** business is registered within and **you** are a permanent resident within the **United Kingdom**.
- (b) **you** are aged over the age of 18 years old at the time **you** purchase this policy.
- (c) **you** or **your** business own the **device** detailed on **your certificate schedule**.
- (d) the **device** is no more than 36 months old in good condition and full working order when **you** purchase this policy; and not purchased from a retail or sales outlet situated outside the **United Kingdom**.
- (e) if purchased by **you** as a refurbished item, this must have been purchased directly from the manufacturer including a minimum 12-month manufacturer's warranty.

### Geographical area

This policy covers a **device** bought and Used in the **United Kingdom**. Cover is also provided under this policy where **you** use **your device** anywhere in the world.

## General Definitions

**We** use certain words and expressions in this policy which have a specific meaning. They have a specific meaning where they appear in bold italics in this policy and the **certificate schedule**. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

<b>Accessories</b>	items such as chargers, wireless chargers, protective cases, carrying cases, headphones, wireless headphones and hands-free mounting kits but excluding the SIM card which are used in conjunction with <b>your device</b> .
<b>Accidental damage</b>	any damage, including damage caused by fire and/or liquid damage, caused to <b>your device</b> which was not deliberately caused by <b>you</b> or any other person.
<b>Accidental loss</b>	where the <b>device</b> has been accidentally lost by <b>you</b> and <b>you</b> are now permanently deprived of its use.
<b>Authorised User</b>	any registered <b>employee</b> of <b>yours</b> who has been given <b>your</b> express authorisation to use the <b>device</b> .
<b>Breakdown</b>	the breaking or burning out of any part of <b>your device</b> whilst in ordinary use arising from internal electronic, electrical or mechanical defects in <b>your device</b> and which causes a sudden stoppage to <b>your</b> ability to use <b>your device</b> in the way intended by the manufacturer of the <b>device</b> .

<b><i>Certificate schedule</i></b>	the document provided to <b>you</b> following the purchase of this policy by <b>you</b> which includes the details of <b>your device(s)</b> and which confirms <b>your</b> chosen level of insurance cover, <b>your period of insurance</b> , the limits of liability under this policy and the excess payable.
<b><i>Cosmetic damage</i></b>	any damage to <b>your device</b> that does not stop its normal function including but not limited to scratches, dents and discolouration.
<b><i>Desktop computer</i></b>	a computer having a separate screen and keyboard, excluding <b>accessories</b> , which belongs to <b>you</b> as evidenced by the original <b>proof of purchase</b>
<b><i>Device</i></b>	any <b>mobile phone, tablet, laptop</b> or <b>desktop computer</b> as supplied to <b>you</b> and stated on the <b>certificate schedule</b> .
<b><i>Economic Sanction</i></b>	any sanction, prohibition or restriction under United Nations resolutions or the trade or <b>economic sanctions</b> , laws or regulations of the European Union, <b>United Kingdom</b> or United States of America.
<b><i>Employee</i></b>	any person residing in the <b>United Kingdom</b> employed by <b>you</b> for wages or salary.
<b><i>IMEI Number</i></b>	the international mobile equipment identity number which is the unique identification number that will be used to identify the <b>device</b> .
<b><i>Insurance 2 Go Business</i></b>	the trading name of Square Pound Limited and which is authorised by <b>us</b> to collect the premium due from <b>you</b> .
<b><i>Laptop</i></b>	a portable computer having a screen that closes over the keyboard like a lid, including hybrid <b>devices</b> with a touch screen, excluding <b>accessories</b> , which belongs to <b>you</b> as evidenced by the original <b>proof of purchase</b> .
<b><i>Limit of Liability</i></b>	the maximum <b>we</b> will pay in the event of a claim as defined on <b>your certificate schedule</b> . See " <b>Limit of Liability</b> " on page 10.
<b><i>Malicious Damage</i></b>	the intentional or deliberate actions of any person other than <b>you</b> which causes damage to <b>your device</b> .
<b><i>Mobile Phone</i></b>	<b>your</b> handheld portable mobile telephone identified on <b>your certificate schedule</b> , purchased by <b>you</b> as new or refurbished and in full working order from a UK registered company, as evidenced by

an original proof of purchase or **proof of exchange**, which is no more than 36 months old at the time of the purchase of this policy. This excludes **accessories**, car kits, personalised ring tones or graphics, downloaded material or software which is stored on **your mobile phone**.

<b>Period of Insurance</b>	is the period for which <b>you</b> are insured under this policy and which is confirmed on <b>your certificate schedule</b> .
<b>Proof of Exchange</b>	the original document provided to <b>you</b> from either a retail outlet or a retailer website that evidences a like for like exchange of <b>your device</b> .
<b>Proof of Purchase</b>	an original receipt and any other documentation required to prove <b>your device</b> was purchased from a UK registered company and that it is owned by <b>you</b> including the date of purchase, make, model, <b>serial</b> or <b>IMEI number</b> of <b>your device</b> , where applicable.
<b>Proof of Usage</b>	evidence from <b>your</b> network provider showing <b>your mobile phone</b> has been in use since the policy was purchased and up to the event giving rise to the claim.
<b>Reasonable Precautions</b>	<b>you</b> must not leave <b>your</b> property <b>unattended</b> if it is in a place where it is accessible to the general public. <b>We</b> will not pay any claims for property left <b>unattended</b> in publicly accessible places. <b>You</b> must act as though <b>you</b> are not insured. <b>Reasonable precautions</b> can include, but are not limited to, using <b>your device</b> near water or whilst playing a contact sport.
<b>Scheme administrator</b>	Burnett & Associates Limited a company registered in England and Wales with company number 1472537 with a registered address of 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3FQ.
<b>Serial Number</b>	the <b>serial number</b> which is the unique identification number that will be used to identify the <b>device</b> .
<b>Tablet</b>	a touch screen <b>device</b> which is not supplied with a physical keyboard, excluding <b>accessories</b> , which belongs to <b>you</b> as evidence by the original <b>proof of purchase</b> .
<b>Theft/Stolen</b>	means the unauthorised dishonest appropriation or attempted appropriation of the <b>device</b> specified on <b>your certificate schedule</b> ,



	by another person with the intention of permanently depriving <b>you</b> of it.
<b>Unattended</b>	not within <b>your</b> sight at all times and out of <b>your</b> arms-length reach.
<b>Unauthorised Usage</b>	calls, texts and data downloads made by any person without <b>your</b> permission from <b>your mobile phone</b> or <b>tablet</b> .
<b>United Kingdom</b>	England, Wales, Scotland and Northern Ireland.
<b>We, Us, Our</b>	Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited
<b>Year</b>	the period of 12 calendar months commencing on and from the day <b>you</b> purchase this policy
<b>You, Your(s)</b>	the person or business that owns the <b>device</b> covered by this policy, as stated on <b>your certificate schedule</b> as 'the Insured' or an <b>authorised user</b> of the insured.

## What Is Covered?

Some of these sections are optional, **you** should read this policy in conjunction with **your certificate schedule** which confirms the sections **you** are insured under.

### Accidental damage

**We** will repair or replace **your device** up to the **limit of liability** if it suffers **accidental damage**. Where only part or parts of **your device** have been accidentally damaged, **we** will only repair or replace that part or parts.

### Accidental loss

If **you** selected the option to insure **your mobile phone, tablet** or **laptop** against **accidental loss** **we** will replace **your mobile phone, tablet** or **laptop** in the event of **accidental loss**. Where only part or parts of **your mobile phone, tablet** or **laptop** have been accidentally lost, **we** will only replace that part or parts. If **you** have **accidental loss** cover this will be stated on **your certificate schedule**.

### Breakdown

**We** will repair or replace **your device** up to the **limit of liability** if it suffers **breakdown**, provided that **your device** is returned to **us** or an approved authorised repairer. Please note that **we** will only repair or replace **your device** if the **breakdown** occurs outside the manufacturer's guarantee period.



## Malicious Damage

**We** will repair or replace **your device** if there is **malicious damage** to **your device**. Where only part or parts of **your device** have been maliciously damaged, **we** will only replace that part or parts.

## Theft

**We** will replace **your device** if it is **stolen**. Where only part or parts of **your device** have been **stolen**, **we** will only replace that part or parts.

## Accessories

In the event of a claim being agreed by **us** in respect of **your device** **we** will replace any **accessories** that have been accidentally damaged or maliciously damaged at the same time as **your device** up to a maximum value of £150.

In the event that **we** agree a claim for **theft**, **we** will replace any **accessories** that have been **stolen** at the same time as **your device** up to a maximum value of £150.

In the event that **we** agree a claim and **you** have selected the option to insure **your device** against **accidental loss**, **we** will replace any **accessories** that have been accidentally lost at the same time as **your device** up to a maximum value of £150. If **you** have **accidental loss** cover this will be stated on **your certificate schedule**.

In the event that **your scheme administrator** agrees to replace **your device** following a claim for a **breakdown, accidental loss, accidental damage, malicious damage** or **theft**, where **your** replacement **device** is not compatible with **your accessories**, **we** will reimburse **you** for the costs of replacement **accessories** which are compatible with **your** replacement **device** up to a maximum value of £150.

## Next Day Swap Out

If **you** have selected the VIP service this will be shown on **your certificate schedule** and **you** will be entitled to request a next day replacement in lieu of a repair. Where this option is selected the **scheme administrator** will request that **you** provide a credit card against which the **scheme administrator** will take a pre-authorisation for the full value of the replacement **device**. This transaction will be reversed as soon as the original insured **device** as shown on **your certificate schedule** is returned to the **scheme administrator**.

## Unauthorised Usage

If **your mobile phone** or **tablet** is accidentally lost or **stolen** **we** will refund the cost of unauthorised calls, messages and downloads made from **your mobile phone** or **tablet** after the time it was accidentally lost or **stolen** up to a maximum of £1,000.

Cover will only apply to **unauthorised usage** which occurs within 24 hours of discovery of the **accidental loss** or **theft** of **your mobile phone** or **tablet**. In the event of **unauthorised usage** of **your mobile phone** or **tablet** following an occurrence of **accidental loss** or **theft**, itemised bills must be provided to support **your** claim.

If **you** have **accidental loss** cover this will be stated on **your certificate schedule**. Cover for **unauthorised usage** will only apply if there is no protection from such losses from **your** network provider.

On claims for **accidental loss** and **theft**, cover for **unauthorised usage** will only apply if **you** contact **your** network provider as soon as possible following discovery of the incident to place a call bar on **your mobile phone** or **tablet**.

**Important:** Please note that this policy only provides **mobile phone** cover where **your mobile phone** is fitted with an active functioning SIM. In the event of a claim **you** will be required to produce **proof of usage** from **your** network provider showing the handset has been in use since policy inception and up to the event giving rise to the claim.

## Policy Limits

### Limit of Liability

**Our** liability, in respect of any one claim in relation to **your device**, will be limited to the replacement cost of each **device** being claimed for and, in any event, shall not exceed the maximum liability as shown on **your certificate schedule**.

**Our** liability in respect of any **accessories** will be limited to the replacement cost of those **accessories** subject to a maximum overall limit of £150.

**Our** liability in respect of **unauthorised usage** is subject to a maximum limit of £1,000.

### Policy excess

There is a policy excess applicable to each **device** in respect of every claim (this is the amount **you** must contribute towards each **device** that is subject to a claim).

This excess must be paid by **you** before **we** settle **your** claim. The excess amount applicable in respect of each claim covered under this policy is as shown on **your certificate schedule**.

# What Is Not Covered?

*We* will not cover the following:

1. The policy excess
2. gradual deterioration of the battery
3. any amount recoverable under any guarantee warranty or other insurance
4. any gradual deterioration, mechanical or electrical breakdown, or internal cause affecting the smooth running or functionality of the mobile phone or gadget(s)
5. Any damage or loss of functionality caused by software or system viruses and/or software or system updates
6. Any claim for a **device** not owned by **you** or where **you** cannot provide proof of purchase or **proof of exchange**.
7. Any claim for **theft** of **your device** which is **stolen** from any motor vehicle unless the motor vehicle's windows and doors have been closed and locked and all security systems have been activated with **your device** out of view in an enclosed storage compartment, boot or luggage space. A copy of the repairer's account for damages to the motor vehicle must be supplied with any claim that is made regarding the **theft** of **your device** from a motor vehicle.
8. Any claim where **you** have not taken **reasonable precautions** to protect **your device**.
9. Any **device** claim where the **proof of usage** is not provided.
10. Any **unauthorised usage** which results from circumstances other than a **theft** or as a result of **your device** being **stolen**.
11. Any claim involving **theft** or **malicious damage** unless **you** have reported the incident to the appropriate authorities as soon as reasonably possible following the discovery of the **theft** or **malicious damage** and **you** have obtained an appropriate incident number.
12. Any **theft** of **your device** from any premises, building, land or vehicle unless force resulting in damage to the building, premises or vehicle was used to gain entry or exit.
13. Any **theft** of **your device** left **unattended** in a public place or a place to which the public has regular access.
14. Any claim if **your device** was purchased:
  - from a retail or sales outlet situated outside of the **United Kingdom**;
  - second hand.
  - from any auction site
  - refurbished without at least a 12 month warranty
15. Any **theft** or **accidental loss** of, or **accidental damage** to **your device** whilst in the possession of anyone else other than **you** or the **authorised user**.

16. Any **accidental loss, theft, accidental damage** or **breakdown** to the SIM or memory card in isolation unless it accompanies a valid claim for **your device**.
17. Any **accidental damage, malicious damage** or **breakdown** claim where the **IMEI number** or **serial number** cannot be determined from **your device**.
18. Any loss of or damage to information, data or software contained in or stored on **your device**.
19. repairs or other costs for:
  - routine servicing, inspection, maintenance or cleaning;
  - loss caused by a manufacturer's defect or recall of **your device** where the defect or recall occurs during the manufacturer's warranty;
  - replacement of or adjustment to fittings, control knobs or button, batteries and aerials;
  - repairs carried out by anyone not authorised by **us**;
  - any faulty or defective design, materials or workmanship or any defect which is hidden or not obvious to **you** when **you** purchased **your device**;
  - claims arising from abuse, misuse or neglect by the user; and
  - any **device** where the **serial number/IMEI number** has been tampered with in any way.
20. Any kind of damage whatsoever unless **your** damaged **device** is provided to **your scheme administrator** for repair.
21. The VAT element of any claim if **you** are registered for VAT.
22. Any reconnection costs or subscription fees of any kind.
23. The cost of replacing any personalised ring tones or graphics, downloaded material or software.
24. Any expense incurred as a result of not being able to use **your device**, or any loss other than the repair or replacement costs of **your device**.
25. Any loss or damage or liability directly or indirectly arising from ownership or use of **your device**, including but not limited to any illness or injury **you** suffer from owning or using **your device**.
26. Any other costs that are caused by the event which led to **your** claim unless specifically stated in this policy wording.
27. **Cosmetic damage** to **your device**, including but not limited to scratches, dents and discolouration which do not affect the functionality of **your device**.
28. On claims for **accidental loss** and **theft, unauthorised usage** unless **you** contact **your** network provider as soon as possible following discovery of the incident to place a call bar on **your mobile phone** or **tablet**.

29. Any loss, damage or liability where **your mobile phone** is not fitted with an active functioning SIM or where **your** network provider cannot verify the handset has been in use since policy inception and up to the event giving rise to the claim.
30. Any **theft, accidental loss**, damage or liability where **your device** is sent through the post if it has not been sent in a padded envelope by registered mail.
31. Payment of a claim or provision of any other benefit under this policy if **we** are prevented from doing so by any **economic sanction** which prohibits **us** or **our** parent company (or **our** parent company's ultimate controlling company) from providing cover under this policy.

**Economic Sanctions** change from time to time and can include prohibiting the transfer of funds to a sanctioned country, freezing the assets of a government, the corporate entities and residents of a sanctioned country, or freezing the assets of specific individuals or corporate entities.

This means that if **you** are the subject of an **economic sanction we** may not be able to provide cover under the policy.

32. War: Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
33. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
34. Radiation: Any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material; or
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
35. Electronic Data: Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

# Cancellation And The Cooling-Off Period

To cancel this policy, please contact **your scheme administrator**:

Burnett & Associates Limited, 3000 Lakeside, North Harbour, Western Road,  
Portsmouth, PO6 3FQ.

Telephone: 0333 999 7901 (local rate call)

Email: [admin@burnett.co.uk](mailto:admin@burnett.co.uk)

**You** have the right to cancel this policy within 14 days of the date **you** purchased the policy or when **you** received the policy documents, if this is later. **You** do not need to provide a reason for cancellation, and **we** will provide a full refund of any premium paid, unless **you** have made a claim or there has been an incident likely to result in a claim.

Where a claim has occurred or there has been an incident likely to result in a claim no refund of premium will be provided.

If **you** pay **your** premium monthly in advance on a monthly rolling basis and **you** cancel this policy after the 14-day cooling-off period, there will be no refund of premium because **you** will only have paid for the cover **you** have already received.

If **you** have an annual policy for and wish to cancel the policy after 14 days **we** will provide a refund, less a proportionate charge for any cover already provided, unless a claim has been made or there has been an incident likely to result in a claim.

## Cancellation by Us

**We** may at any time cancel any insurance policy 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) non-payment of premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with policy terms and conditions.
- e) a change in **your** circumstances means that **we** can no longer provide cover
- f) where **we** identify **your** involvement in, or association with, insurance fraud or financial crime
- g) where **you** have misrepresented or provided false information to the questions asked **you** when purchased, renewed or amended **your** policy.

If **we** cancel **your** policy, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page on page 18.

**We** reserve the right not to invite the renewal of **your** policy. In this event **we** will notify **you** in writing to let **you** know.

# Changing The Policy

## Mid-Term Adjustments

Should **you** replace **your device(s)** with a new **device(s)** whilst this policy is in force, **we** will consider transferring the benefit of this policy however, if the new **device(s)** falls into a different premium banding to **your** original **device(s)** the premium payable may change.

**We** will advise **you** of any change in premium or excess at the time that **you** update **your device(s)**. A new **certificate schedule** will be issued. **You** must advise **your scheme administrator** of the make and model and **Serial Number/IMEI number** of **your new device(s)**. In the event of a claim **you** will need an official **proof of purchase** or **proof of exchange** showing the details of **your new device(s)** and **you** should note that any age restrictions on **your device(s)** will apply at the time of insuring **your new device(s)**.

Should any of **your** details change (such as **your** name, email or address) please ensure **you** contact **your scheme administrator** as soon as possible for **your** details to be updated to prevent any delays when making a claim.

If **you** transfer **your device(s)** to any person, outside of **your** business, the cover under this policy is not transferrable. If **you** do sell or give **your device(s)** to anyone else the **device(s)** can be removed from the policy as a mid-term adjustment or the policy can be cancelled subject to the cancellation terms above.

## How To Make A Claim

All claims must be notified as soon as it is possible after the event which causes **you** to submit a claim.

Following these procedures, and any instructions or advice given to **you** by **your scheme administrator** will help **your** claim to run smoothly.

### Theft, Accidental loss and Malicious Damage Claims

**You** must notify the appropriate local police authority as soon as possible following discovery of the incident and obtain a crime reference and a copy of the police crime report (where applicable).

Should **you** be claiming for the **theft** or **accidental loss** of **your device** **you** must also contact **your** network provider as soon as possible following discovery of the incident to place a call bar on **your device**.



## For all claims

**You** should contact **your scheme administrator** as soon as possible following discovery of the incident (or in the event of an incident occurring outside of the **United Kingdom** as soon as possible following **your** return to the **United Kingdom**):

Online claims:           www.business-claims.co.uk  
Phone:                   0333 999 7902 (local rate call)  
Email:                   claims@burnett.co.uk  
Post:                     The **Insurance 2 Go Business** Claims Team, Burnett & Associates Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3FQ.

**You** should complete any claim form **you** may be provided with fully and return it to **your scheme administrator** in accordance with their instructions, together with any supporting documentation including, but not limited to:

- incident or crime reference number or lost property number or police crime report (where applicable);
- **proof of purchase**, proof of date of purchase or **proof of exchange**;
- **proof of usage**; and
- any other documentation **we** reasonably request that is relevant to **your** claim.

Where **you** are making a claim for **accidental damage, malicious damage** or **breakdown**, the **scheme administrator** will arrange collection of **your device**.

**Your scheme administrator** will assess **your** claim, and as long as **your** claim is valid, will authorise the repair or replacement of **your device** in accordance with the 'Specific Claims Conditions' section of this policy.

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

If **you** have selected the VIP service this will be shown on **your certificate schedule** and **you** will be entitled to request a next day replacement in lieu of a repair. Where this option is selected the **scheme administrator** will request that **you** provide a credit card against which the **scheme administrator** will take a pre-authorisation for the full value of the replacement **device**. This transaction will be reversed as soon as the original insured **device** as shown on **your certificate schedule** is returned to the **scheme administrator**.

Bspoke Underwriting Ltd Insurance Ltd are an insurers agent and in the matters of a claim act on behalf of the insurer.

To help improve its service, **your scheme administrator** may record or monitor telephone calls.

# Specific Claims Conditions

## Equipment Repairs

If **your scheme administrator** determines that **your device** can be repaired following a valid claim:

1. **You** will be asked to send **your device** to **your scheme administrator** or to **our** authorised repairer. **You** will be responsible for the cost of postage. To avoid any further damage being caused to **your device**, **we** recommend that **you** use a padded envelope and send **your device** by registered mail. There is no cover provided by this policy in respect of loss, damage or **theft** for **device** which are not mailed in this way.
2. **Your scheme administrator** will arrange for the repair of **your device** and return it to **you** by courier to **your** last known address or the address specified on **your** claim submission
3. **We** will provide a 3 month\* guarantee against technical fault or mechanical breakdown of **your device**, where it is linked to the repair undertaken.

*\*the 3-month time period commences from the date of receipt by **you** of the first repaired/replacement device sent to **you** as settlement of your claim and ends 3 months after the date of receipt of the first repair or replacement device.*

## Replacement Equipment

If **your scheme administrator** determines that **your device** needs to be replaced following a valid claim:

1. **Your scheme administrator** will endeavour to replace **your device** with an identical, fully refurbished (or new where a refurbished item is not available) **device** of the same age and condition as **your device**. However, in the unlikely event this is not possible, **your scheme administrator** will provide **you** with a fully refurbished (or new where a refurbished item is not available) **device** of a comparable specification or the equivalent value taking into consideration the age and condition of **your device** prior to **your** claim.
2. **We** will provide a 3 month\* guarantee against technical fault or mechanical breakdown of the replacement **mobile device**.
3. Any **device** replaced by **your scheme administrator** will be of **United Kingdom** specification.
4. **Accessories** which are not compatible with **your** replacement **device** will be replaced by **your scheme administrator** up to a value of £150.

5. Please note that although **we** will endeavour to replace **your device** with the same colour, it may not always be possible and therefore **you** will be provided with an alternative colour in that situation.
6. If **we** replace **your device** the damaged, **stolen** or accidentally lost original **device** becomes **our** property. If **your** accidentally lost or **stolen device** is returned or found, **you** must notify **us** and send it to **your scheme administrator** if **you** are asked to do so.

*\*the 3-month time period commences from the date of receipt by **you** of the first repaired/replacement device sent to **you** as settlement of your claim and ends 3 months after the date of receipt of the first repair or replacement device.*

### **Other Insurance**

If at the time of a valid claim under this policy there is another insurance policy in force which covers **you** for the same loss, **we** may seek a recovery of some or all of **our** costs from the other insurer. **You** must give **us** any help **we** may reasonably need to assist **us** with **our** loss recoveries. In the event of a claim **you** may be asked to provide details of any other contract, guarantee, warranty or insurance that may apply to **your device**, including but not limited to **your** business insurance.

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **you** caused deliberately or
- acting dishonestly or exaggerating a claim

**We;**

- a) are not liable to pay the claim: and
- b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c) may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

**We** will not return any of the premiums paid.

This Information may also be shared with the police and other insurers for fraud prevention purposes.

## Evidence to Support Your Claim

**You** must provide **us** with any receipts, **proof of purchase**, **proof of exchange** and any other documentation that **we** may reasonably request and that is relevant to **your** claim.

# Customer Service And Complaints

**We** believe **you** deserve a courteous, fair and prompt service. If there is any occasion when **our** service does not meet **your** expectations, please contact **us** using the appropriate contact details below and provide the policy/claim number and **your** name to help **us** deal with **your** comments quicker.

## Claims or Service related complaints:

Burnett & Associates Limited,  
3000 Lakeside, North Harbour,  
Western Road,  
Portsmouth,  
PO6 3FQ  
Telephone: 0333 999 7902 (local rate call)  
E-mail: [admin@burnett.co.uk](mailto:admin@burnett.co.uk)

## Sales related complaints:

Square Pound Limited t/as **Insurance 2 Go Business**,  
3000 Lakeside, North Harbour,  
Western Road,  
Portsmouth,  
PO6 3FQ  
Telephone: 0333 999 7901 (local rate call)  
Email: [admin@burnett.co.uk](mailto:admin@burnett.co.uk)

## Financial Ombudsman

If **we** have not completed **our** investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter. For more information regarding the scope of the Financial Ombudsman Service please refer to [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The Financial Ombudsman Service, Exchange Tower, London E14 9SR  
Tel: 0800 023 4567

Get in touch online: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>

## Online Dispute Resolution Portal

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling your complaint than if you contact the Financial Ombudsman Service directly.

# General Conditions

## Automatic renewal of this policy

If **you** have a monthly policy:

To make sure **you** have continuous cover under this policy **we** will automatically renew this policy each month, unless **you** advise **us** otherwise and **your** monthly premium will be collected by the method chosen by **you** at the time of the initial purchase of this policy. **You** can contact **us** at any time to inform **us** that **you** do not wish to auto renew **your** policy by calling 0333 999 7901 (local rate call).

If **you** have an annual policy:

**We** will contact **you** up to 30 days before the annual renewal date of this policy and **we** will tell **you** then if there are any changes to **your** premium or the policy terms and conditions (which will only ever apply at **your** next renewal date). If **you** have informed **us** that **you**, do not wish to renew **your** policy then **your** policy will not renew at the end of the **period of insurance**.

**Your** renewal premium will be taken by the same method used during **your** initial purchase. If **your** payment details have changed, please follow the instructions on the renewal notification. **You** can advise **your scheme administrator** about any changes to this policy details at any time by calling 0333 999 7901 (local rate call).

If **you** do not want to auto renew this policy, **you** just need to contact **your scheme administrator** via the contact details provided in the renewal notice. If **you** do nothing, then this policy will automatically renew for a further period of 12 months.

## Our right to change the premium and/or cover (monthly policies)

**You** will receive at least 30 days written notice if **we** decide, or need, to change this policy cover, the policy excess or the price of this policy for any reason for example:

- to reflect increases or reductions in the cost (or projected cost) of providing this policy, including, but not limited to, increases or reductions caused by changes to the number,

length, cost or timing of claims which **we**, as part of **our** pricing policy, have assumed or projected will be made under this policy;

- to cover the cost of any changes to the cover/benefits provided under this policy including, but not limited to, reductions in the time that **you** must wait before a claim can be paid or the removal of one or more policy exclusion; or
- to cover the cost of changes to the systems, services or technology in support of this policy.

Any minor changes **we** make to this policy that do not affect the nature of the cover, the benefit provided, the excess payable or the premium **you** will pay, will be notified to **you** through **your** annual statement or annual renewal letter, for example:

- to make minor changes to this policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy easier to understand;
- to reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting **us** or this policy;
- to reflect changes to taxation applicable to this policy (including, but not limited to, Insurance Premium Tax);

Where **we** make changes to the policy cover, benefit provided, excess payable or policy premium that is favourable to **you**, **we** may make changes immediately and advise **you** within 30 days of the change having been made if the change is favourable to **you**.

Upon receiving notice of any changes or proposed changes to this policy, **you** may cancel cover immediately by contacting **your scheme administrator** if **you** are unhappy with the change or proposed change.

### **Our right to change the premium and/or cover (annual policies)**

If **you** have an annual policy, **we** will only make changes to this policy at the annual renewal date. **We** will notify **you** of these changes when **we** send the renewal notification.

If **you** are unhappy with any of the changes to this policy which are set out in **your** renewal notice, **you** must let **us** know before the renewal date of this policy that **you** do not wish to renew this policy.

### **Protecting your device**

**You** must take all **reasonable precautions** to protect **your device** against **accidental damage, accidental loss, malicious damage** and **theft** and act as if **your device** were not insured. **You** must keep **your device** on **you** at all times and when **you** do leave **your device unattended**, **you** must keep **your device** out of sight and locked away.

# Legal Regulatory And Other Information

## Law and Legal Proceedings applicable to this policy

This policy is governed by English law.

## Financial Services Compensation Scheme

If Watford Insurance Company Europe Limited. cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

## Premiums and claims – your rights

When handling premium payments from **you** that are due to **Us** and when handling any claim, **you** make, **your scheme administrator** and **Insurance 2 Go Business** (in respect of the collection of premiums made by any method other than by direct debit) act as **our** authorised agent. This means that when **you** pay a premium to **your scheme administrator** or to **Insurance 2 Go Business** it is deemed to have been received by **Us** on receipt by **your scheme administrator** or **Insurance 2 Go Business**.

Any valid claim **you** make is not deemed to have been settled by **us** until **you** have actually received a repaired or replacement item from **your scheme administrator**.

# Privacy and Data Protection Notice

## Bspoke Underwriting Ltd

**We** are Bspoke Underwriting Ltd, **our** data controller registration number, issued by the Information Commissioner's Officer, is Z7739575.

This information is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

**We** are dedicated to being transparent about what **we** do with the information that **we** collect about **you** and **we** process **your** personal data in accordance with the relevant data protection legislation.

## Why do We process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.



## **What information do We collect about you?**

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy and fulfil **our** contract of insurance.

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

**We** collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

**We** also process special categories of **your** personal data as it is in the substantial public interest and it is necessary:

- i) for administering **your** insurance policy; or
- ii) to prevent and detect an unlawful act (e.g. fraud).

## **Privacy Notice**

**You can get more information about this by viewing our full Privacy Notice online at <https://bspokegroup.co.uk/wp-content/uploads/2023/04/Bspoke-UW-Privacy-Policy-APR23.pdf> or request a copy by emailing us at [dataprotection@bspokeunderwriting.co.uk](mailto:dataprotection@bspokeunderwriting.co.uk). Alternatively, you can write to us at: Data Protection, Bspoke Underwriting Ltd, Brookfield Court, Selby Rd, Leeds LS25 1NB.**

## **WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE**

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice.

A copy of this is available at <https://www.watfordre.com/privacy-pol>