



Mobile Phone Insurance

Terms and Conditions

in partnership with



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Introduction

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.

Please read both documents carefully and note that there are some exceptions and/or exclusions relating to the cover provided by this policy and it is therefore important that you read the section headed “What is not covered”.

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

This insurance is arranged by **Insurance2go** which is a trading name of Loyal Insurance Services Ltd.

Loyal Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 430316.

This policy is underwritten by Inter Partner Assistance UK Branch, which is a Branch of Inter Partner Assistance SA. Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664) is a Belgian firm authorised by the National Bank of Belgium under number 0487. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority’s website.

IMPORTANT INFORMATION

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

This policy meets the demands and needs of those who wish to insure their **mobile phone** against **accidental damage, accidental loss, breakdown** and **theft**. The exact level of coverage **you** have depends upon whether **you** have opted for **Essential** or **Full Cover**. 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.

Your mobile phone must be in good condition and full working order prior to taking out this policy. If there is evidence that the damage (**breakdown** or **accidental damage**), **theft** or **accidental loss** occurred prior to the policy start date, **your** claim will be refused and no premium refund will be made.

PROTECTING YOUR MOBILE PHONE

You must take all **reasonable precautions** to protect **your mobile phone** against **accidental**

damage, accidental loss, malicious damage and theft and act as if ***your mobile phone*** were not insured. ***You*** must keep ***your mobile phone*** on ***you*** at all times and when ***you*** do leave ***your mobile phone unattended***, ***you*** must keep ***your mobile phone*** out of sight and locked away.

Understanding this policy

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

If ***you*** have any disability that makes communication difficult, please tell ***our 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 will be cancelled by ***us*** in accordance with the 'Cancellation after the cooling-off period' conditions section of this policy.

Any premiums that are collected by direct debit will be collected by ***our scheme administrator***. Any other method of premium collection (other than direct debit) will be collected by ***Insurance2go***.

This policy is administered by Citymain Administrators Limited who is ***our scheme administrator*** and is authorised and regulated by the Financial Conduct Authority under registration number (FRN 306535).

Our 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 ***our 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:

Citymain Administrators Limited
3000 Lakeside
North Harbour
Western Road
Portsmouth
PO6 3FQ.

Telephone: 0333 999 7905 (local rate call).

[Email: info@citymain.com](mailto:info@citymain.com)

Claims helpline

If **you** need to make a claim under this policy, please notify **our scheme administrator** on their online claims portal, www.eclaimcity.co.uk or call 0333 999 7905 (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 “How to make a claim” section of this Policy Document.

Cooling-off period

You may cancel this policy for any reason within 14 days of receiving **your** insurance documents in relation to this policy. If **you** cancel this policy within this period, **you** will receive a full refund of all premium paid provided that no claim has been made.

Your responsibility

You must take reasonable 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 **our** administrator as soon as possible if any of the information in **your certificate schedule** 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 **our** administrator of any incorrect information or changes **you** wish to make, **your** policy may not operate in the event of a claim, **we** may charge **you** an additional premium, **we** may not pay any claim in full or **your** policy could be invalid.

Certification of cover

This Policy Document and **your certificate schedule** sets out the contract between **you** and **us**. In return for the payment of **your** premium **we** will provide the insurance cover detailed in **your certificate schedule** and this Policy Document, subject to the terms and conditions, and exclusions shown in this Policy Document for all claims occurring during the **period of insurance**.

We and **our scheme administrator** have entered into a separate agreement under which **we** have authorised **our scheme administrator** to issue these documents to **you** on **our** behalf.

Eligibility for cover

You can purchase this policy provided that:

- (a) **you** are a permanent resident in the **United Kingdom**;
- (b) **you** are over the age of 18 years old at the time **you** purchase this policy;

- (c) **you** own the **mobile phone** detailed on **your certificate schedule**;
- (d) the mobile phone is:
 - i no more than 36 months old.
 - ii in good condition and full working order when you purchase this policy; and
 - iii not purchased from a retail or sales outlet situated outside the United Kingdom.
- (e) **your** mobile phone was purchased by **you** as a refurbished item, this must have been purchased including a minimum 12-month warranty covering mechanical and electrical breakdown.
- (f) **your** mobile phone was not purchased second hand (including but not limited to mobile phone purchases from an auction house and/or auction websites, but excluding refurbished devices covered in (e) above).

Geographical area

This policy covers a **mobile phone** bought and used in the **United Kingdom**. Cover is also provided under this policy where **you** use **your mobile phone** anywhere in the world. Please note, any repairs or replacements must be carried out in the **United Kingdom** by repairers or retailers approved by **us**.

No cover is provided for claims where **you** are travelling to a country where the Foreign and Commonwealth Office (FCO) have advised against all but essential travel. **You** can check the FCO travel advice at www.fco.gov.uk.

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 Document and the **certificate schedule**.

Plural forms of the words defined in this Policy Document have the same meaning when used in the singular form.

Accessories

items such as but not limited to 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 **your mobile phone**.

Accidental Damage

any damage, including damage caused by fire and/or liquid damage, caused to **your mobile phone** which was not deliberately caused by **you** or any other person.

Accidental Loss /Accidentally Lost

where the **mobile phone** has been accidentally lost by **you** and **you** are now permanently deprived of its use.

<i>Breakdown</i>	the breaking or burning out of any part of <i>your mobile phone</i> whilst in ordinary use arising from internal electronic, electrical or mechanical defects in <i>your mobile phone</i> and which causes a sudden stoppage to <i>your</i> ability to use <i>your mobile phone</i> in the way intended by the manufacturer of the <i>mobile phone</i> .
<i>Business Use</i>	a <i>mobile phone</i> provided by <i>your</i> employer in connection to <i>your</i> employment
<i>Certificate Schedule</i>	the document provided to <i>you</i> following the purchase of this policy by <i>you</i> which includes the details of <i>your mobile phone</i> and which confirms <i>your</i> chosen level of insurance cover, <i>your period of insurance</i> , the <i>limits of liability</i> under this policy and the <i>excess</i> payable.
<i>Commercial Vehicle</i>	any vehicle whose main purpose is to transport goods and materials (or less commonly) passengers or any other vehicle that is being used for commercial or business purposes at the time of any theft of <i>your mobile phone</i> .
<i>Cosmetic Damage</i>	any damage to <i>your mobile phone</i> that does not stop its normal function including but not limited to scratches, dents and discolouration.
<i>Economic Sanction</i>	any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, <i>United Kingdom</i> or United States of America.
<i>Electronic Data</i>	any 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.
<i>E-wallet</i>	A digital wallet resident on <i>your mobile phone</i> , an online service, or software program that allows <i>you</i> to make electronic transactions with another party bartering digital currency units for goods and services.
<i>Excess</i>	the amount <i>you</i> have to pay if <i>you</i> decide to make a claim on <i>your</i> policy and as confirmed on <i>your certificate schedule</i> .
<i>IMEI Number</i>	the international mobile equipment identity number which is the unique identification number that will be used to identify <i>your mobile phone</i> .
<i>Immediate Family</i>	<i>your</i> husband, wife, civil partner, partner, parents, children, brothers or sisters who permanently reside with <i>you</i> at the address registered with <i>us</i> .

<i>Insurance2Go</i>	the trading name of Loyal Insurance Services Ltd and which is authorised by us to collect the premium due from you .
<i>Limit of Liability</i>	the maximum we will pay in the event of a claim as defined on your certificate schedule .
<i>Malicious Damage</i>	the intentional or deliberate actions of any person other than you or your immediate family which causes damage to your mobile phone .
<i>Mobile Phone</i>	your handheld portable mobile telephone or smartphone identified on your certificate schedule , purchased by you as new or refurbished (with a minimum supplier warranty of 12 months being provided, covering breakdown) 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
<i>Period of Insurance</i>	is the period for which you are insured under this policy and which is confirmed on your certificate schedule .
<i>Proof of Exchange</i>	the original document provided to you from either a retail outlet or a retailer website that evidences a like for like exchange of your mobile phone .
<i>Proof of Purchase</i>	an original receipt and any other documentation required by us to prove your mobile phone was purchased from a UK registered company and that it is owned by you including the date of purchase, make, model, serial and IMEI number of your mobile phone , where applicable.
<i>Proof of Usage</i>	evidence from your network provider showing your mobile phone has been in use since the policy was purchased and up to the event giving rise to the claim.
<i>Reasonable Precautions</i>	you must not leave your property unattended if it is in a place where it is accessible to the general public. We will not pay any claims for property left unattended in publicly accessible places. You must act as though you are not insured.
<i>Scheme Administrator</i>	Citymain Administrators Limited a company registered in England and Wales with company number 3979666 with a registered address of 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3FQ.
<i>Theft/ Stolen</i>	the unauthorised dishonest appropriation or attempted appropriation of the mobile phone specified on your certificate schedule , by another person with the intention of

Unattended	permanently depriving you . not within your sight at all times and out of your arms- length reach.
Unauthorised Usage	calls, texts and data downloads made by any person without your permission from your mobile phone .
United Kingdom (“UK”)	England, Wales, Scotland and Northern Ireland extended to include the Crown Dependencies of the Channel Islands and the Isle of Man
Virus	means a self-replicating program that spreads by inserting copies of itself into other executable code or documents that are loaded onto your mobile phone without your knowledge and runs against your wishes.
We, Us, Our, Insurer	Inter Partner Assistance SA UK Branch (IPA) which is fully owned by the AXA Partners Group.
Year	a period of 12 calendar months commencing on and from the day you purchase this policy.
You, Your, Yourself	the person who owns the mobile phone covered by this policy, as stated on your certificate schedule as ‘the Insured’.

What is covered?

Some of these sections that **you** can be covered for are optional, **you** should read this Policy Document in conjunction with **your certificate schedule** which confirms the sections **you** are insured under.

Policy Feature	Essential	Full Cover
Accidental damage	✓	✓
Mechanical breakdown	✓	✓
Malicious damage	✓	✓
Liquid damage	✓	✓
Worldwide cover	✓	✓
Accidental Loss	x	✓
Theft	x	✓
e-Wallet protection	x	✓
Unauthorised usage	x	✓

ACCIDENTAL DAMAGE

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

will only repair or replace that part or parts.

ACCIDENTAL LOSS (Full Cover only)

If **you** selected the option to insure **your mobile phone** against **accidental loss** we will replace **your mobile phone** in the event of **accidental loss**. Where only part or parts of **your mobile phone** 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 mobile phone** up to the **limit of liability** if it suffers **breakdown**, provided that **your mobile phone** is returned to **us**. Please note that **we** will only repair or replace **your mobile phone** if the **breakdown** occurs outside the manufacturer's guarantee period.

MALICIOUS DAMAGE

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

THEFT (Full Cover only)

If **you** selected the option to insure **your mobile phone** against **theft** we will replace **your mobile phone** if it is **stolen**. Where only part or parts of **your mobile phone** have been **stolen**, **we** will only replace that part or parts. If **you** have **theft** cover this will be stated on **your certificate schedule**.

ACCESSORIES

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

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

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

E-WALLET PROTECTION (Full Cover only)

If **your mobile phone** is **accidentally lost** or **stolen** and **you** selected the option to insure **your mobile phone** against **accidental loss** or **theft**, **we** will refund the cost of any unauthorised transactions made from **your E-wallet** (limited to credit and/or debit card payments) via **your mobile phone** after it was **accidentally lost** or **stolen**, using an **e-wallet** facility (providing an **E-wallet** (and/or **mobile phone**) PIN has been set for all transactions) up to a maximum of £100 per claim.

Cover for **E-wallet** Protection will only apply if there is no protection from such losses from **your** bank or financial institution.

UNAUTHORISED USAGE (Full Cover only)

If **your mobile phone** is **accidentally lost** or **stolen** and **you** selected the option to insure **your mobile phone** against **accidental loss** or **theft**, **we** will refund the cost of any unauthorised calls, messages and downloads made from **your mobile phone** 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**. In the event of **unauthorised usage** of **your mobile phone** following an occurrence of **accidental loss** or **theft**, itemised bills must be provided to support **your** claim.

If **you** have **accidental loss** or **theft** 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 **e-Wallet** Protection and **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**.

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 mobile phone**, will be limited to the replacement cost of each **mobile phone** being claimed for and, in any event shall not exceed during the **Year**, 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, per claim, of £150.

Our liability in respect of **E-wallet** Protection is subject to a maximum limit, per claim, of £100.

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

Policy excess

There is a policy **excess** applicable to **your mobile phone** in respect of every claim (this is the amount **you** must contribute towards **your mobile phone** 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. Any claim for a **mobile phone** not owned by **you** or where **you** cannot provide **proof of purchase** or **proof of exchange**.
3. Any claim for **theft** of **your mobile phone** which is **stolen** from any non-commercial **vehicle** unless the vehicle's windows and doors have been closed and locked and all security systems have been activated with **your mobile phone** out of view and locked in an enclosed storage compartment, boot or luggage space, and violent and forcible entry to the vehicle has been used. A copy of the repairer's account for damage to the motor vehicle must be supplied to **us** with any claim that is made regarding the **theft** of **your mobile phone** from a motor vehicle.
4. Any claim where you have not taken **reasonable precautions** to protect **your mobile phone**.
5. Any claim where the **proof of usage** is not provided.
6. **Any** claim when the **mobile phone** is being used for **business use**.
7. **Any** claim where the **mobile phone** has been stolen from any **commercial vehicle**.
8. The cost of repair or replacement, under an approved claim, if **you** have not paid the **excess**.
9. Any **unauthorised usage** which results from circumstances other than a **theft** or as a result of **your mobile phone** being **accidentally lost**.
10. Any claim involving **theft, accidental loss** or **malicious damage** unless **you** have reported the incident to the appropriate authorities as soon as reasonably possible following the discovery of the **theft, accidental loss** or **malicious damage** and **you** have obtained an appropriate incident number not limited to crime incident number (for **theft**) and loss report number (for **accidental loss**) . Where the Police will not provide **you** with a lost property reference, **we** will accept, as an alternative:
 - i evidence that **you** have registered the ownership of **your mobile phone** with www.immobilise.com; and
 - ii evidence that **you** have reported the accidental loss of **your mobile phone** via <https://www.reportmyloss.com/uk>.
11. Any **mobile phone** purchased as refurbished without a supplier's 12 month warranty, covering **breakdown**.
12. Any **theft** of **your mobile phone** 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, and signs of force are visible.
13. Any **theft** or **accidental loss** of, or **accidental damage** to **your mobile phone** whilst in the possession of anyone else other than **you** or **your immediate family**.
14. Any **accidental loss, theft, accidental damage** or **breakdown** to the SIM or memory card

- in isolation unless it accompanies a valid claim for **your mobile phone**.
15. Any **accidental damage, malicious damage** or **breakdown** claim where the **IMEI number** cannot be determined from **your mobile phone**.
 16. Any loss of or damage to information, data or software contained in or stored on **your mobile phone**.
 17. Any repairs or other costs for:
 - routine servicing, inspection, maintenance or cleaning;
 - loss caused by a manufacturer's defect or recall of **your mobile phone** 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 mobile phone**;
 - wear and tear or gradual deterioration of performance;
 - claims arising from abuse, misuse or neglect by **you** or **your immediate family**; and
 - any **mobile phone** where the serial number/**IMEI number** has been tampered with in any way.
 18. Any kind of damage whatsoever unless **you** damaged **mobile phone** is provided to **our scheme administrator** for repair.
 19. The VAT element of any claim if **you** are registered for VAT.
 20. Any reconnection costs or subscription fees of any kind.
 21. The cost of replacing any personalised ring tones or graphics, downloaded material or software.
 22. Any expense incurred as a result of not being able to use **your mobile phone**, or any loss other than the repair or replacement costs of **your mobile phone**.
 23. Any loss or damage or liability directly or indirectly arising from ownership or use of **your mobile phone**, including but not limited to any illness or injury **you** suffer from owning or using **your mobile phone**.
 24. Any other costs that are caused by the event which led to **your** claim unless specifically stated in this policy wording.
 25. **Cosmetic damage** to **your mobile phone**, including but not limited to scratches, dents and discolouration which do not affect the functionality of **your** mobile phone.
 26. On claims for **accidental loss** and **theft, E-wallet** Protection and/or **unauthorised usage** unless **you** contact **your** network provider as soon as reasonably possible following discovery of the incident to place a call and data bar on **your mobile phone**.
 27. Any loss, damage or liability where **your mobile phone** is not fitted with an active functioning SIM or where **your** network provider cannot verify that **your mobile phone** has been in use since policy inception and up to the event giving rise to the claim.
 28. Any **breakdown** arising from the failure of any electrical or computer equipment, software, micro-controller, microchip, **accessories** or associated equipment to correctly

recognise and process any calendar date or time.

29. Any **theft, accidental loss, accidental damage** or liability where **your mobile phone** is sent through the post and it has not been sent, securely packaged in a padded envelope and by registered mail.

30. 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.

31. 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.

32. Terrorism: Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. **We** will, however, cover any loss or damage (but not related cost or expense, caused by any act of terrorism) provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.

33. 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.

34. Electronic Data: Any consequence, howsoever caused, including but not limited to **virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.

Cancellation and the cooling-off period

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

Citymain Administrators Limited

3000 Lakeside

North Harbour

Western Road

Portsmouth

PO6 3FQ.

Telephone: 0333 999 7905 ((local rate call))

Email: info@citymain.com

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.

You may cancel this policy at any time after the initial 14-day cooling-off period. 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 which **you** pay an annual premium once a **year** and **you** cancel this policy after the 14-day cooling-off period, provided no claim has been made, **you** will receive a proportionate refund of the annual premium **you** have paid.

We will calculate **your** refund, if any, by taking the number of days **you** have remaining on cover during **your** current **period of insurance** and refund the amount relating to the unexpired period.

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; and
- 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 20.

Where **we** do provide a refund, **we** will calculate **your** refund by taking the number of days **you** have remaining on cover during **your** current **period of insurance** and refund the amount relating to the unexpired period.

Changing the policy

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

You must notify **our 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 **our 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 charge **you** and additional premium, **we** may not pay any claim in full or **your** policy could be invalidated.

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 this policy, for example:

- **Your** name or address
- Make, model and **IMEI number**

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 **our scheme administrator**.

MID-TERM ADJUSTMENTS

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

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

If **you** transfer **your mobile phone** to any person, the cover under this policy is not transferrable. If **you** do sell or give **your mobile phone** to anyone else 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 reasonably possible after the event which causes **you** to submit a claim. Following these procedures, and any instructions or advice given to **you** by **our 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 either an incident number (for **malicious damage** claims), a crime reference number (for **theft** claims) or a lost property reference (for **accidental loss** claims). In addition, you should also provide a copy of the police crime report (where applicable).

Where **your** local Police force will not provide **you** with a lost property reference, **we** will

accept, as an alternative:

- i in the first instance, attempt to register a claim directly with the Police via 101 (non-emergency call line) or via the 101 website at <https://www.police.uk/pu/contact-the-police/report-a-crime-incident/>. This is a free service; or
- ii alternatively:-
 - a. provide **us** with evidence that **you** have registered the ownership of **your** mobile device with www.immobilise.com. This is a free service; and
 - b. evidence that **you** have reported the **accidental loss** of **your** mobile device via <https://www.reportmyloss.com/uk>. This is a chargeable service in some Police force areas (and free in others) but if **your** claim is approved, **we** will reimburse the cost subject to **you** providing us with proof of payment of the levied charge.

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

FOR ALL CLAIMS (INCLUDING THEFT, ACCIDENTAL LOSS, BREAKDOWN AND MALICIOUS DAMAGE)

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

Online claims: www.eclaimcity.co.uk

Phone: 0333 999 7905 (local rate call)

Email: claims@citymain.com

Post: The **Insurance2go** Claims Team
Citymain Administrators 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 **our scheme administrator** in accordance with their instructions, together with any supporting documentation including, but not limited to:

- incident number or crime reference number or lost property number and/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, you** will be asked to send **your mobile phone** to **our scheme administrator** in a padded envelope by registered mail. **You** will be responsible for the cost of posting **your mobile phone** to **our scheme administrator**. There is no cover provide by this policy in respect of loss, **accidental damage** or **theft** for **mobile phones** which are not mailed this way.

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

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

Where an excess is paid, and **you** do not send in **your mobile phone** at the request of **our scheme administrator** within 90 days, the claim will be closed, and the **excess** refunded to **you**, less a £25 administration fee retained by **our scheme administrator** to cover claim costs incurred. If **you** later decide to reopen the claim the full **excess** must be paid before **our scheme administrator** will proceed with **your** claim.

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

Specific claims conditions

EQUIPMENT REPAIRS

If **our scheme administrator** determines that **your mobile phone** can be repaired following a valid claim:

1. **You** will be asked to send **your mobile phone** to **our scheme administrator** or **our** authorised repairer. **You** will be responsible for the cost of postage. To avoid any further damage being caused to **your mobile phone, we** recommend that **you** use a padded envelope and send **your mobile phone** by registered mail. There is no cover provided by this policy in respect of loss, damage or **theft** for mobile phones which are not mailed in this way.
2. **Our scheme administrator** will arrange for the repair of **your mobile phone** 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 mobile phone**, where it is linked to the repair undertaken.

* the 3-month guarantee 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.

REPLACEMENT EQUIPMENT

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

1. **Our scheme administrator** will endeavour to replace **your mobile phone** with an identical, fully refurbished (or new where a refurbished item is not available) **mobile phone** of the same age and condition as **your mobile phone**. However, in the unlikely event this is not possible, **our scheme administrator** will provide **you** with a fully

refurbished (or new where a refurbished item is not available) **mobile phone** of a comparable specification or the equivalent value taking into consideration the age and condition of **your mobile phone** prior to **your** claim being made.

2. **We** will automatically update **your** policy with the replacement device's details.
3. **We** will provide a 3 month* guarantee against technical fault or mechanical **breakdown** of the replacement **mobile phone**.
4. Any **mobile phone** replaced by **our scheme administrator** will be of **United Kingdom** specification.
5. **Accessories** which are not compatible with **your** replacement **mobile phone** will be replaced by **our scheme administrator** up to a value of £150.
6. Please note that although **we** will endeavour to replace **your mobile phone** with the same colour, it may not always be possible and therefore **you** will be provided with an alternative colour in that situation.
7. If **we** replace **your mobile phone**, the damaged, **stolen** or **accidentally lost**, original **mobile phone** becomes **our** property. If **your** accidentally lost or **stolen mobile phone** 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 guarantee 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 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 mobile phone**, including but not limited to **your** household insurance.

Fraud

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 but not limited to 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.

Duty of care

You must take care to prevent any **accidental damage, malicious damage, accidental loss or theft** and keep **your mobile phone** and/or **accessories** in accordance with the security requirements (as detailed below in the Protecting **Your Mobile Phone** section of this Policy Document) and maintain them in a good state of repair and condition, **you** must take care to comply with all statutory obligations and regulations imposed by any statutory, regulatory or government authority.

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:

Citymain Administrators Limited

3000 Lakeside

North Harbour

Western Road,

Portsmouth

PO6 3FQ

Telephone: 0333 999 7905 (local rate call)

E-mail: info@insurance2go.co.uk

Sales related complaints:

Loyal Insurance Services Ltd T/A **Insurance2Go**

3000 Lakeside

North Harbour

Western Road

Portsmouth

PO6 3FQ

Telephone: 0333 999 7905 (local rate call)

Email: info@insurance2go.co.uk

Following **our** complaints procedure does not affect **your** legal rights as a consumer. For further information **you** can contact the Citizens Advice Bureau or Trading Standards.

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.

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>

Following **our** complaints procedure does not affect **your** legal rights as a consumer. For further information **you** can contact the Citizens Advice Bureau or Trading Standards.

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 7905 (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**.

You 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 **our scheme administrator** about any changes to **your** policy details at any time by calling 0333 999 7905 (local rate call).

If **you** do not want to auto renew this policy, **you** just need to contact **our 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.

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.

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 in writing, 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 **our 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.

Legal regulatory and other information

LAW AND LEGAL PROCEEDINGS APPLICABLE TO THIS POLICY

Unless specifically agreed to the contrary, this policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

FINANCIAL SERVICES COMPENSATION SCHEME

Your insurer is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **your** insurer cannot meet their obligations, depending on the type of insurance and the circumstances of **your** claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to:

Financial Services Compensation Scheme
P O Box 300
Mitcheldean
GL17 1DY

PREMIUM AND CLAIMS – YOUR RIGHTS

When handling premium payments from **you** that are due to **us** and when handling any claim, **you** make, **our scheme administrator** and **Insurance2go** (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 **our scheme administrator** or to **Insurance2go** it is deemed to have been received by **us** on receipt by **our scheme administrator** or **Insurance2go**.

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 **our scheme administrator**.

PRIVACY AND DATA PROTECTION NOTICE

Data Protection

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notice (see below).

We collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a) use of sensitive information about **you**, in order to evaluate your claim and provide other services as described in this policy,
- b) disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with an insurance gadget cover claims service, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c) monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d) obtaining and storing any relevant and appropriate evidence of the condition of the property subject of the gadget claim, which **you** have provided for the purpose of validating **your** claim; and
- e) sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, in order to send you relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK and both within and outside of the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

You are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer
The Quadrangle
106-118 Station Road
Redhill
RH1 1PR

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy notice is available at: www.axa-assistance.co.uk. Alternatively, a hard copy is available from **us** on request.

RIGHTS OF THIRD PARTIES

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

For **your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him/her to or if the contract confers a benefit upon him/her.

However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see www.legislation.gov.uk or contact the Citizens Advice Bureau.

SANCTIONS

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

SEVERAL LIABILITY

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

THE INSURERS

This insurance is underwritten by Inter Partner Assistance SA UK Branch (IPA) which is fully owned by the AXA Partners Group.

REGULATORY DETAILS

This policy is underwritten by Inter Partner Assistance UK Branch which is a Branch of Inter Partner Assistance S.A. Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664) is a Belgian firm authorised by the National Bank of Belgium under number 0487, with a registered head office at Louizalaan 166, 1050 Brussels. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Inter Partner Assistance S.A. is part of the AXA Group.