Business Mobile Device Insurance

Policy Wording

burnetts

INTRODUCTION

This policy is sold by Square Pound Limited and administered by Burnett & Associates Ltd. It is underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance SE.

Square Pound Limited is registered in England No. 07665065 and is authorised and regulated by the Financial Conduct Authority.

Burnett & Associates Ltd is authorised and regulated by the Financial Conduct Authority. Registered in England No. 1472537. Registered Office: Enterprise House, Isambard Brunel Road, Portsmouth, Hampshire PO1 2RX.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Registered in England No. 4506493. Registered Office: Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, West Yorkshire LS10 1RJ.

Great Lakes Reinsurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place 30 Fenchurch Street, London, EC3M 3AJ Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Please read this Policy Wording in conjunction with **Your** Certificate of Insurance and make sure that **You** understand what is and is not covered. Please be aware that breaching any of the policy conditions may result in **Your** policy being invalidated and accordingly, claims not being paid.

At the time of entering this agreement, **You** warrant that the **Mobile Device** is in good working order and free from any defect. If any details are incorrect please contact the **Administrator** immediately. Please keep **Your** policy documents in a safe place so **You** can read it again if **You** need to.

THE POLICY

This policy provides **You** with cover against **Accidental Damage**, **Accidental Loss**, **Breakdown**, **Malicious Damage** to, or **Theft** of, **Your Mobile Device**.

PERIOD OF COVER

Your Insurance starts at the time of purchase, renewal date or policy start date, whichever is the later, and lasts for a period of twelve months provided **You** pay **Your** premium when it is due. The annual premium **You** pay is confirmed at the time of purchase or renewal.

SCHEME ADMINISTRATION

Your policy is administered by Burnett & Associates Ltd, Enterprise House, Isambard Brunel Road, Portsmouth, Hampshire, PO1 2RX, which is authorised and regulated by the Financial Conduct Authority under Firm Reference Number 305511.

THE LAW APPLICABLE TO THIS POLICY

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.

DEFINITIONS

The following definitions apply to all Sections. Each time **We** use one of the words, phrases or expressions listed below it will have the same meaning wherever it appears in **Your** policy and will appear in bold with a capital letter.

Accessories	Means items such as, but not limited to, chargers, carrying cases, headphones and hands-free mounting kits, USB cables but excluding a SIM Card that were supplied with **Your Mobile Device**.
Accidental Damage	Means any damage including fire and liquid damage, caused to the **Mobile Device** by a single external event and which was neither deliberate nor inevitable and makes the **Mobile Device** unusable.
Accidental Loss	Means that the **Mobile Device** has been accidentally left by **You** in a location and **You** are permanently deprived of its use.
Administrator	Means Burnett & Associates Ltd, Enterprise House, Isambard Brunel Road, Portsmouth, PO1 2RX. Tel: 0333 999 7901, Fax: 0333 999 7903, Email: admin@burnett.co.uk
Authorised User	Means any registered **Employee** of **Yours** who has been given **Your** expressed authorisation to use the **Mobile Device**.
Breakdown	Means the sudden and unforeseen failure of an insured **Component** arising from any permanent mechanical, electrical or electronic defect, causing sudden stoppage of its function, necessitating immediate repair or replacement before its normal operation can be resumed.
Claims Office	Means Burnett & Associates Ltd, Enterprise House, Isambard Brunel Road, Portsmouth, Hampshire, PO1 2RX. Tel: 0333 999 7902, Fax: 0333 999 7903, Email: claims@burnett.co.uk Website: www.business-claims.co.uk.
Component	Means any mechanical, electrical and electronic part, which forms part of the **Mobile Device's** original specification, insured under this policy.
Computer Virus	Means a set of corrupting, harmful or otherwise, unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and time or logic bombs'.
Electronic Data	Means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
Employee	Means any person residing in the United Kingdom employed by **You** for wages or salary.
Excess	Means the sum stated on the Certificate of Insurance that must be paid by **You** before **We** will pay **Your** claim.
Forced & Violent Entry of Exit	Means a criminal act that has caused physical damage to property through both the forcible and violent actions of a third party.
Geographical Limits	Means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. Worldwide cover is also provided for up to 90 days in total in any 12 month period.

DEFINITIONS

The following definitions apply to all Sections. Each time **We** use one of the words, phrases or expressions listed below it will have the same meaning wherever it appears in **Your** policy and will appear in bold with a capital letter.

Laptop	Means a portable computer having a screen that closes over the keyboard like a lid, including hybrid devices with a touch screen excluding **Accessories** which belongs to **You** as evidenced by the original **Proof of Purchase**.
Left Unattended	Means not within **Your** sight at all times and out of **Your** arms-length reach, other than when in a locked room or locked cupboard.
Malicious Damage	Means the intentional or deliberate actions of another party which causes damage to **Your Mobile Device**.
Mobile Device	Means any **Mobile Phone**, **Tablet** or **Laptop** as supplied to **You** and as stated on the Certificate of Insurance.
Mobile Phone	Means a handheld portable mobile telephone excluding **Accessories** which belongs to **You** as evidenced by the original **Proof of Purchase** but excluding personalised ring tones or graphics, downloaded material or software.
Proof of Purchase	Means the original purchase receipt provided at the point of sale that gives details of the **Mobile Device** purchased, or similar documents that provide proof that **You** own the **Mobile Device**.
Proof of Usage	Means 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.
Repairer	Means the full-time business providing **Mobile Device** repair services authorised by **Us**.
Tablet	Means a touch screen device which is not supplied with a physical keyboard excluding **Accessories** which belongs to You as evidenced by the original **Proof of Purchase**.
Theft	Means the dishonest removal of the **Mobile Device** from **Your** possession by a third party with the intention of permanently depriving **You** of it.
VAT	Means Value Added Tax at the rate set by HMRC.
We/Us/Our/Insurer	Means UK General Insurance Limited on behalf of Great Lakes Reinsurance SE.
You/Your	Means the company or partnership who owns the **Mobile Device** covered by this policy as stated on the Certificate of Insurance.

WHAT IS COVERED

1. Accidental Damage

We will repair or replace **Your Mobile Device** if it is damaged as the result of **Accidental Damage**, providing the **Mobile Device** is sent to **Us** and subject to the **Geographical Limits**.

2. **Breakdown**

We will repair or replace **Your Mobile Device** if it suffers **Breakdown**, providing the **Mobile Device** is sent to **Us** and subject to the **Geographical Limits**.

Please note that this cover only applies if the **Breakdown** occurs outside the manufacturer's guarantee period.

3. **Malicious Damage**

We will repair or replace **Your Mobile Device** if it is damaged through the intentional or deliberate actions of another party.

Where only part, or parts, of **Your Mobile Device** have been damaged, **We** will only replace that part or parts.

4. **Theft**

If **You** suffer **Theft** of **Your Mobile Device** within the **Geographical Limits**, **We** will replace it (in respect of a valid **Theft** claim).

5. **Accidental Loss**

If **You** suffer **Accidental Loss** of **Your Mobile Device** within the **Geographical Limits**, **We** will replace it (in respect of a valid **Accidental Loss** claim).

6. Unauthorised Usage

If **Your Mobile Device** suffers **Accidental Loss** or **Theft** within the **Geographical Limits**, **We** will refund the cost of unauthorised calls, messages and downloads made from it after the time it was subject to **Accidental Loss** or **Theft** up to a maximum of £500 including **VAT** in respect of a valid claim.

Cover will only apply to unauthorised usage within twenty-four (24) hours of discovery of the **Accidental Loss** or **Theft** of **Your Mobile Device**. Itemised bills must be provided to support **Your** claim. This cover will only apply if there is no protection from such losses from your network provider. Total liability under this policy shall not exceed £500 including **VAT**.

IMPORTANT

Where the **Mobile Device** can be repaired, **We** will also indemnify **You** for any postage or courier costs incurred by sending the **Mobile Device** to the **Repairer** and returning the repaired **Mobile Device** to **You**. Postage receipts should be submitted to the **Claims Office**.

When the **Mobile Device** is replaced, **We** will also indemnify **You** for any postage or courier costs incurred by sending the **Mobile Device** to Us and for sending the replacement **Mobile Device** to **You**. Postage receipts should be submitted to the **Claims Office**.

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 a claim.

LIMIT OF LIABILITY

Our liability in respect of any one claim, will be limited to the replacement cost of each **Mobile Device** being claimed for and in any event shall not exceed the maximum liability for each:

1. **Mobile Phone** up to a maximum value of £1,000 including **VAT**
2. **Tablet** up to a maximum value of £1,000 including **VAT**
3. **Laptop** up to a maximum value of £4,000 including **VAT**

GENERAL CONDITIONS

You must comply with the following instructions to have the full protection of **Your** policy.

If **You** do not comply with them, **We** may, at **Our** option, cancel the policy, refuse to deal with **Your** claim, or reduce the amount of the claims payment.

The observance and fulfilment of the conditions of the policy by **You** insofar as they relate to anything to be done or observed by **You** shall be a condition precedent to any liability hereunder.

Please note: **We** do not accept responsibility for faults in workmanship or materials or any additional costs **You** incur above the actual repair or replacement cost of **Your Mobile Device** in respect of repairs paid for by **Us** on **Your** behalf. It is **Your** responsibility to meet any charges in excess of, or rejected as not being, **Our** liability.

1. **You** must take all reasonable steps to prevent **Accidental Damage**, **Accidental Loss**, **Breakdown**, **Malicious Damage** or **Theft**, including, but not limited to:
    a) Using a protective case which is appropriate for the type of work carried out by **You**;
    b) Keeping **Your Mobile Device** in a proper state of maintenance and repair;
    c) Using **Your Mobile Device** in accordance with manufacturer's published instructions and maintenance recommendations.

    If You are in any doubt as to whether or not the measures **You** are taking are appropriate, please contact the **Administrator** by telephone or email for further assistance.

2. **You** must:
    a) Notify any claim to the **Claims Office** either by telephone, email or in writing and submit **Your** completed claim to the **Claims Office** as reasonably soon as possible and in any event within thirty (30) days of the date of **Accidental Damage**, **Accidental Loss**, **Breakdown**, **Malicious Damage** or **Theft**;
    b) Provide, at Your expense, all details that **We** may require concerning the cause and amount of the **Accidental Damage**, **Accidental Loss**, **Breakdown**, **Malicious Damage** or **Theft**.

3. Duty of care

The cause of any warning light, text box or other warning indicator must be rectified as soon as is possible following the indication. **Your Mobile Device** must not be operated after any incident if this could cause further damage to **Your Mobile Device**.

4. Fraud

You must not act in a fraudulent manner. If **You**, or anyone acting for **You**:

a) Makes a claim under the policy knowing the claim to be false, or fraudulently exaggerated, in any respect; or
b) Makes a statement in support of a claim, knowing the statement to be false in any respect; or
c) Submits a document in support of a claim, knowing the document to be forged or false in any respect; or
d) Makes a claim in respect of any loss or damage caused by **Your** wilful act, or with **Your** connivance,

We will:

a) Not pay the claim; and
b) Not pay any other claim which has been made or will be made under the policy; and
c) Declare the policy void; and
d) Be entitled to recover from **You** the amount of any claim already paid under the policy; and
e) Not make any return of premium; and
f) Inform the police of the circumstances.

GENERAL CONDITIONS

5. Cancellation

You may cancel the policy at any time by giving thirty (30) days notice in writing to **Us**.

You may cancel within the first fourteen (14) days of receipt of the policy documentation. Providing there has been no claim or incident likely to give rise to a claim, **We** will refund any premium paid.

If **You** cancel this policy after fourteen (14) days of receipt of the policy documentation, no premium refund will be given if a claim has been made. If no claim has been made and no claim is pending, **We** will provide a proportionate return of premium.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

a) Fraud;
b) Non-payment of premium;
c) Threatening and abusive behaviour;
d) Non-compliance with policy terms and conditions.

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

6. Duty of disclosure

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

a) Supply accurate and complete answers to all the questions **We** or the **Administrator** may ask as part of **Your** application for cover under the policy;
b) To make sure that all information supplied as part of **Your** application for cover is true and correct;
c) Tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

7. **VAT**

To the extent that You are accountable to the Tax Authorities for **VAT**, all terms in this policy of insurance shall be exclusive of such tax.

If You are **VAT** registered, We will be entitled to recover the **VAT** element from **You** following **Our** payment of a repair or replacement invoice.

8. Salvage

We shall be entitled to take and keep possession of any damaged and replaced **Mobile Device** and to deal with the salvage in a reasonable manner. No **Mobile Device** may be abandoned to **Us**.

9. Subrogation

We, at **Our** own expense, may take such proceedings as **We** think fit in **Your** name to enforce any rights and remedies against or obtain relief or indemnity from other parties to which **We** shall be, or may become, entitled or subrogated under this policy. **You** shall, at **Our** request and **Our** expense, do such acts and things as may be reasonably required by **Us** for that purpose.

GENERAL CONDITIONS

10. Other Insurances

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 **Our** costs from the other insurer. **You** must give us any help or information **We** may need to assist **Us** with **Our** loss recoveries.

11. Arbitration

If **We** accept that there is a claim under this policy but there is disagreement in respect of the amount to be paid, the disagreement will be referred to an arbitrator appointed in accordance with current statutory provisions. The arbitrator must make an award before there is any right of action against **Us**.

12. Specific conditions applying to **Accidental Loss** and **Theft** cover:
    a) The possible or actual **Accidental Loss** or **Theft** of **Your Mobile Device** must be reported as soon as reasonably possible and in any event within thirty (30) days of the **Accidental Loss** or **Theft** to the **Claims Office**.

       If **Your Mobile Device** is subsequently retrieved or returned after **We** have made a payment for that **Mobile Device**, it will become **Our** property.

    b) **You** must, as soon as reasonably possible and in any case within twenty four (24) hours of discovering the **Accidental Loss** or **Theft**, report the occurrence to the police or other relevant authority and obtain an incident report number or crime reference number.

EXCLUSIONS

We shall not be liable for:

1. The policy **Excess** where this is stated as applicable on **Your** Certificate of Insurance.

2. Intentional acts including loss or damage caused by:
   a) Any intentional act or wilful neglect by **You**
   b) Intentional overloading of **Your Mobile Device**
   c) Experiments involving the imposition of any abnormal conditions on **Your Mobile Device**.

3. Guarantees of performance

Penalties for delay or detention or in connection with guarantees of performance or efficiency.

4. Data carrying materials and Accessories

Loss of or damage to data carrying materials or **Accessories** unless described in the Certificate of Insurance.

5. Specific exclusions applying to **Accidental Damage** cover
   We shall not be liable in respect of:
   a) Any claim where you cannot provide **Proof of Purchase**;
   b) **Accidental Damage** to **Your Mobile Device** that is not suitably stored or packed whilst in transit or whilst being carried;
   c) **Accidental Damage** to **Your Tablet** or **Mobile Phone** not in a protective case;
   d) **Accidental Damage** to **Your Mobile Device** whilst on hire or loan to any third party other than any **Authorised User** unless agreed in writing, in advance by **Us**;
   e) Wear and tear, gradual deterioration or rust;
   f) Gradually developing defects, cracks, flaws or fractures;
   g) Scratching or chipping of painted or polished surfaces;
   h) **Accidental Damage** to **Your Mobile Device** through the deliberate or wilful act of any **Authorised User**;
   i) **Accidental Damage** to **Your Mobile Device** unless **Your** damaged device is provided for repair.
   j) **Accidental Damage** caused by use of **Your Mobile Device** by any **Authorised User** for anything other than its intended purpose;
   k) **Accidental Damage** to any **Accessories** when not accompanied by damage to its attached **Mobile Device**;
   l) Any **Accidental Damage** where the circumstances of the **Accidental Damage** cannot be clearly identified.

6. Specific exclusions applying to **Accidental Loss** and **Theft** cover.
   We shall not be liable in respect of:
   a) Any claim where you cannot provide **Proof of Purchase**;
   b) **Theft** of **Your Mobile Device** from an unattended vehicle unless the vehicle is locked and the **Mobile Device** is completely hidden from view within a glove compartment or boot; there must be evidence of a forced entry into the vehicle and a copy of the repairer's account for such damage must be submitted by **You** with any claim made.
   c) **Theft** of **Your Mobile Device** from any building or premises unless such **Theft** has occurred through **Forced and Violent Entry or Exit.** A copy of the repairer's account for such damage to the building or premises must be submitted by **You** with any claim made;
   d) **Theft** of **Your Mobile Device** that has been **Left Unattended** (other than when it is in a locked vehicle or premises as provided for above).
   e) **Accidental Loss** or **Theft** of **Your Mobile Devic**e unless You have reported the incident:
      i) To the police or other relevant authority within twenty four (24) hours of discovering the **Accidental Loss** or **Theft** and have obtained an incident report or a crime reference number.
      Ii) To **Your** network within twenty four (24) hours of discovering the **Accidental Loss** or **Theft** (if applicable).

EXCLUSIONS

6) (continued)

f) **Accidental Loss** or **Theft** of **Your Mobile Device** whilst on hire or loan to any person who is not an **Authorised User** unless agreed in writing, in advance, by **Us**;
g) Any **Accidental Loss** where the circumstances of the loss cannot be clearly identified i.e. where you are not able to confirm the time and place of the loss;

7. Any claim

Any claim where **You** have not taken reasonable precautions to prevent **Accidental Loss** or **Theft**.
Reasonable precautions can include, but are not limited to, using **Your Mobile Device** near water or whilst playing a contact sport.

8. Value of data

The value to **You** of data stored on **Your Mobile Device**.

9. War risks

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

10. Radioactivity

Loss of, destruction or damage to **Your Mobile Device** or any loss or expense whatsoever resulting or arising there from directly or indirectly caused by or contributed to, by, or arising from:

a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
b) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

11. Sonic booms

Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

12. Consequential loss

Loss of use or other consequential loss being any additional costs **You** incur above the actual repair or replacement cost of **Your Mobile Device** except as provided for herein.

13. **Electronic Data**

This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction un functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other course or event contributing concurrently or in any other sequence to the loss. However, in the event that a peril listed below results from any of the matters described in the above paragraph, this policy subject to all its terms and conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils: Fire
Explosion

HOW TO MAKE A CLAIM

You must comply with the following instructions to have the full protection of **Your** policy. If **You** do not comply with them, **We** may, at **Our** option, cancel the policy, refuse to deal with **Your** claim, or reduce the amount of the claims payment.

If **You** believe a claim has occurred or there is a potential claim under this policy, please help **Us** by reporting **Your** claim according to the following procedure.

In the first instance, please contact the **Claims Office** either:

a) Online at www.business-claims.co.uk; or
b) By telephone on 0333 999 7901 (option 2); or
c) By email to claims@burnett.co.uk; or
d) By fax on 0333 999 7904.

All claims must be made as soon as reasonably possible and in any event within thirty (30) days of **Accidental Damage**, **Accidental Loss**, **Breakdown**, **Malicious Damage** or **Theft**.

PREVENTING FURTHER DAMAGE

In the event of damage or operation of a warning hazard light or text box, **You** must not operate **Your Mobile Device** further if it would cause additional damage to do so.

AUTHORISATION TO REPAIR OR REPLACE YOUR MOBILE DEVICE

Before any repair is undertaken or **Your Mobile Device** is replaced, **You** are responsible for ensuring that **You** have received authorisation from the **Claims Office**.

For claims authorisation, **You** must provide **Us** with:

a) **Your** policy number and **Your Mobile Device** serial or IMEI number;
b) **Your Proof of Purchase**;
c) Details of how the **Accidental Damage**, **Accidental Loss**, **Breakdown**, **Malicious Damage** or **Theft** occurred;
d) For **Accidental Loss** or **Theft**, the incident report number or crime reference number and proof that **Your Mobile Phone** has been barred with Your network provider.

If the claim is covered by the policy, authorisation will be given by the **Claims Office** to carry out the repair or replacement. The decision to repair or replace **Your Mobile Device** is at **Our** absolute discretion.

We reserve the right to appoint **Our** own approved repairer to carry out any repair authorised by the **Claims Office**.

We reserve the right to replace equipment from **Our** own supplier or to authorise **You** to source replacement **Mobile Device** subject to **Our** limit of liability.

We reserve the right to replace **Your Mobile Device** with a new or refurbished device of the equivalent specification.

A claims authorisation will remain valid for 30 days. If no further communication is made during this period the authority will be rescinded and the claim rendered void.

Should **You** decide to arrange for repair work to commence, or for replacement **Mobile Device** or for any additional expenditure, without obtaining authorisation number from the **Claims Office**, **You** do so in the full knowledge that **We** reserve the right not to meet **Your** claim because **You** have denied **Us Our** right under this policy to agree cover, inspect **Your Mobile Device** and manage costs prior to costs being incurred.

HOW TO MAKE A CLAIM

USE OF AN ENGINEER

At notification of any claim, or following receipt of an estimate, the **Claims Office** reserves the right to:

a) Instruct an independent engineer to inspect **Your Mobile Device** before authorising any claim; or
b) Inspect any components, which have been removed, together with any original documentation, within one calendar month after any repair or replacement has been authorised or carried out.

When this right is exercised, **We** shall have no liability for any loss to **You** arising from any possible delay. Any decision on liability will be withheld until this report is received.

CONTRIBUTION AND INDEMNITY

In the event of **Accidental Damage**, **Accidental Loss**, **Breakdown**, **Malicious Damage** or **Theft** for which a claim is admitted under this policy the basis upon which the amount payable shall be:

a) The cost of repair or replacement of the lost or damaged part of **Your Mobile Device** to a condition equal to, but not better or more extensive than, its condition when new. When replacement parts are not available from the manufacturers or their agents, **Our** liability shall be limited to the cost of an equivalent repair to similar **Mobile Device** of current manufacture;
b) Where **Your Mobile Device** is stolen, or in **Our** opinion damaged beyond economic repair, **We** will authorise its replacement with a **Mobile Device** of equivalent specification;
c) Where a **Mobile Device** of equivalent specification is not available, **We** will pay for similar replacement mobile device with the nearest higher specification.

Replacement should be carried out in this way with reasonable despatch. No payment will be made until the cost is actually incurred.

LEGAL RIGHTS

We may take such proceedings as **We** think fit, in **Your** name, to enforce any rights and remedies against or obtain relief or indemnity from other parties to which **We** shall be or may become entitled or subrogated under this certificate.

You will, at **Our** request and expense, do and concur in doing and permit to be done such acts as may be reasonably required by **Us** for that purpose. If, at the time of any claim under this policy, any other insurance covers the same, **We** shall not be liable to pay or contribute more than **Our** proportion of indemnity for such claim.

Our liability under this policy for any period of insurance shall be conditional upon payment in advance of the appropriate premium due for that period.

COMPLAINTS PROCEDURE

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

SALE OF THE POLICY

Please contact **Your** agent who arranged the Insurance on **Your** behalf.

If **Your** complaint about the sale of **Your** policy cannot be resolved by the end of the next working day, **Your** agent will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House, Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Telephone: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

CLAIMS

Please contact claims@burnett.co.uk or call 0333 999 7901 (option 2).

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote the scheme reference 06002.

If **Your** complaint cannot be resolved by the end of the next working day, Burnett & Associates Ltd will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House, Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Telephone: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

Financial Ombudsman Service,
Exchange Tower,
London
E14 9SR

Telephone: 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

FINANCIAL SERVICES COMPENSATION SCHEME

Great Lakes Reinsurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

DATA PROTECTION ACT 1998

Please note that any information provided to Us will be processed by Us and Our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.