



Mobile Phone Insurance

Terms and Conditions

Introduction

Important Information

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

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

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

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

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

This insurance is arranged by **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 insurance is underwritten by UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

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

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

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

Understanding this policy

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

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

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

If **you** purchase this policy on a monthly basis, this policy cover starts on the policy start date as shown on **your certificate schedule** and lasts for a period of one month. Provided **you** continue to pay **your** monthly premiums as and when they become due, cover under this policy will continue for further consecutive monthly periods. **Your** monthly premiums along with the due dates for payment are set out in **your certificate schedule**. Cover under this policy ends if **you** stop paying **your** monthly premium and this policy 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 **your 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 **your scheme administrator** and is authorised and regulated by the Financial Conduct Authority under registration number (FRN 306535).

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

Citymain Administrators Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3FQ.
Telephone: 0333 999 7905 (local rate call).
Email: info@citymain.com

Claims helpline

If **you** need to make a claim under this policy, please notify **your 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 section 'How to make a claim' of this policy.

Cooling-off period

You may cancel this policy for any reason within 14 days of receiving the 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 **your** administrator as soon as possible if any of the information in **your** policy documents is incorrect or if **you** wish to make a change to **your** policy. If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify **your** 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 addition premium, **we** may not pay any claim in full or **your** policy could be invalid.

Changes that may affect **your** cover

You must tell **us** as soon as possible about any changes to the information **you** provided when **you** purchased or renewed this policy, for example:

Changing **your mobile phone**

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

Certification of cover

This policy 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** policy schedule and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **period of insurance**. **We** and **your scheme administrator** have entered into a separate agreement under which **we** have authorised **your 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 no more than 36 months old in good condition and full working order when you purchase this policy; and not purchased from a retail or sales outlet situated outside the United Kingdom

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.

General Definitions

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

Accessories

items such as chargers, wireless chargers, protective cases, carrying cases, headphones, wireless headphones and hands-free mounting kits but excluding the SIM card which are used in conjunction with **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

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

Breakdown

the breaking or burning out of any part of **your mobile phone** whilst in ordinary use arising from internal electronic, electrical or mechanical defects in **your mobile phone** and which causes a sudden stoppage to **your** ability to use **your mobile phone** in the way intended by the manufacturer of the **mobile phone**.

Certificate Schedule	the document provided to you following the purchase of this policy by you which includes the details of your mobile phone and which confirms your chosen level of insurance cover, your period of insurance , the limits of liability under this policy and the excess payable.
Cosmetic Damage	any damage to your mobile phone that does not stop its normal function including but not limited to scratches, dents and discolouration.
Economic Sanction	any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
IMEI Number	the international mobile equipment identity number which is the unique identification number that will be used to identify the mobile phone .
Immediate Family	your husband, wife, civil partner, partner, parents, children, brothers or sisters who permanently reside with you .
Insurance2Go	the trading name of Loyal Insurance Services Ltd and which is authorised by us to collect the premium due from you .
Limit of Liability	the maximum we will pay in the event of a claim as defined on your certificate schedule .
Malicious Damage	the intentional or deliberate actions of any person other than you or your immediate family which causes damage to your mobile phone .
Mobile Phone	your handheld portable mobile telephone identified on your certificate schedule , purchased by you as new 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 .
Period of Insurance	is the period for which you are insured under this policy and which is confirmed on your certificate schedule .
Proof of Exchange	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 .

Proof of Purchase	an original receipt and any other documentation required 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.
Proof of Usage	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.
Reasonable Precautions	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.
Scheme Administrator	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.
Theft/Stolen	means the unauthorised dishonest appropriation or attempted appropriation of the mobile phone specified on your certificate schedule , by another person with the intention of permanently depriving you
Unattended	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	England, Wales, Scotland and Northern Ireland.
We, Us, Our	UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited.
Year	the 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 are optional, **you** should read this policy in conjunction with **your certificate schedule** which confirms the sections **you** are insured under.

Accidental Damage

We will repair or replace **your 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

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

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 **your 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 **accessories** which are compatible with **your** replacement **mobile phone** up to a maximum value of £150.

e-Wallet Protection

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 unauthorised transactions made from **your** Credit and/or Debit card via **your mobile phone** after it was accidentally lost or **stolen**, using an e-Wallet facility (providing an eWallet PIN has been set for all transactions) up to a maximum of £100.

Unauthorised Usage

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 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 the maximum liability as shown on **your certificate schedule**.

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

Our liability in respect of e-Wallet Protection is subject to a maximum limit of £100.

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

Policy excess

There is a policy excess applicable to **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 motor vehicle unless the motor vehicle's windows and doors have been closed and locked and all security systems have been activated with **your mobile phone** out of view in an enclosed storage compartment, boot or luggage space. A copy of the repair's account for damages to the motor vehicle must be supplied 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 **mobile phone** claim where the **proof of usage** is not provided.
6. Any **unauthorised usage** which results from circumstances other than a **theft** or as a result of **your mobile phone** being **stolen**.
7. Any claim involving **theft** or **malicious damage** unless **you** have reported the incident to the appropriate authorities as soon as reasonably possible following the discovery of the **theft** or **malicious damage** and **you** have obtained an appropriate incident number.

8. 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.
9. Any **theft** of **your mobile phone** left **unattended** in a public place or a place to which the public has regular access.
10. Any claim if **your mobile phone** was purchased:
 - from a retail or sales outlet situated outside of the **United Kingdom**;
 - second hand.
11. 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**.
12. 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.
13. Any **accidental damage, malicious damage** or **breakdown** claim where the IMEI number cannot be determined from **your mobile phone**.
14. Any loss of or damage to information, data or software contained in or stored on **your mobile phone**.
15. 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 the user; and
 - any **mobile phone** where the serial number/**IMEI number** has been tampered with in any way.
16. Any kind of damage whatsoever unless **your** damaged **mobile phone** is provided to **your scheme administrator** for repair.
17. The VAT element of any claim if **you** are registered for VAT.
18. Any reconnection costs or subscription fees of any kind.
19. The cost of replacing any personalised ring tones or graphics, downloaded material or software.
20. 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**.

21. 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**.
22. Any other costs that are caused by the event which led to **your** claim unless specifically stated in this policy wording.
23. **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.
24. 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 bar on **your mobile phone**.
25. Any loss, damage or liability where **your mobile phone** is not fitted with an active functioning SIM or where **your** network provider cannot verify the handset has been in use since policy inception and up to the event giving rise to the claim.
26. 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.
27. Any **theft, accidental loss**, damage or liability where **your mobile phone** is sent through the post if it has not been sent in a padded envelope by registered mail.
28. 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.
29. 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.
30. 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.

31. 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.
32. Electronic Data: Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

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

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

Cancellation And The Cooling-Off Period

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

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.

Cancellation by **us**

We may at any time cancel any insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

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

If **we** cancel **your** policy, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 17.

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 **your** Administrator as soon as possible if any of the information in **your** policy documents is incorrect or if **you** wish to make a change to **your** policy.

If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify **your** 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 invalid.

Changes that may affect **your** cover

You must tell **us** as soon as possible about any changes to the information **you** provided when **you** purchased this policy, for example:

- **Your** name or address

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 **your** 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 **your 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 **your scheme administrator** will help **your** claim to run smoothly.

Theft, Accidental Loss and Malicious Damage Claims

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

Should **you** be claiming for the **theft** or **accidental loss** of **your 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 **your 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 **your scheme administrator** in accordance with their instructions, together with any supporting documentation including, but not limited to:

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

Where **you** are making a claim for **accidental damage, malicious damage** or **breakdown**, **you** will be asked to send **your mobile phone** to **your scheme administrator** in a padded envelope by registered mail. **You** will be responsible for the cost of posting **your mobile phone** to **your scheme administrator**. There is no cover provide by this policy in respect of loss, damage or **theft** for **mobile phones** which are not mailed this way.

Your 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 device at the request of the **scheme administrator** within 90 days, the claim will be closed, and the excess refunded to **you**, less a £25 administration fee retained by the **scheme administrator** to cover claim costs incurred. If **you** later decide to reopen the claim the full excess must be paid before the **scheme administrator** will proceed with **your** claim.

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

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

Specific Claims Conditions

Equipment Repairs

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

1. **You** will be asked to send **your mobile phone** to **your 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. **Your 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 time period commences from the date of receipt by **you** of the first repaired/replacement device sent to **you** as settlement of **your** claim and ends 3 months after the date of receipt of the first repair or replacement device.

Replacement Equipment

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

1. **Your 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, **your 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.
2. **We** will provide a 3 month* guarantee against technical fault or mechanical **breakdown** of the replacement **mobile phone**.
3. Any **mobile phone** replaced by **your scheme administrator** will be of United Kingdom specification.
4. **Accessories** which are not compatible with **your** replacement **mobile phone** will be replaced by **your scheme administrator** up to a value of £150.
5. 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
6. If **we** replace **your mobile phone** the damaged, **stolen** or accidentally lost the 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 time period commences from the date of receipt by **you** of the first repaired/replacement device sent to **you** as settlement of **your** claim and ends 3 months after the date of receipt of the first repair or replacement device.

Other Insurance

If at the time of a valid claim under this policy there is another insurance policy in force which covers **you** for the same loss, **we** may seek a recovery of some or all of **our** costs from the other insurer. **You** must give **us** any help **we** may reasonably need to assist **us** with **our** loss recoveries. In the event of a claim **you** may be asked to provide details of any other contract, guarantee, warranty or insurance that may apply to **your 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 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** or **theft** and keep **your Mobile Phone** and/or **accessories** in accordance with the security requirements 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.

Other Insurance Policies

If there is any other insurance policy covering the same loss, damage or liability **we** will not pay more than **our** rateable share.

Subrogation

If a third party is believed to be responsible for any claim, **we** may take over, defend or settle the claim, or take up any claim in **your** name for **our** own benefit. This is known as exercising **our** right of subrogation. **You** must give **us** all the help and information **we** reasonably require for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission. **We** will pay any costs or expenses involved in exercising our right of subrogation.

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@citymain.com

Sales related complaints:

Loyal Insurance Services Ltd T/A **Insurance2Go**
3000 Lakeside
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>

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**.

Your renewal premium will be taken by the same method used during **your** initial purchase. If **your** payment details have changed, please follow the instructions on the renewal notification. **You** can advise **your scheme administrator** about any changes to this policy details at any time by calling 0333 999 7905 (local rate call).

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

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** through **your** annual statement or annual renewal letter, for example:

- to make minor changes to this policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy easier to understand;

- to reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting **us** or this policy;
- to reflect changes to taxation applicable to this policy (including, but not limited to, Insurance Premium Tax);

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

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

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

If **you** have an annual policy, **we** will only make changes to this policy at the annual renewal date. **We** will notify **you** of these changes when **we** send the renewal notification. If **you** are unhappy with any of the changes to this policy which are set out in **your** renewal notice, **you** must let **us** know before the renewal date of this policy that **you** do not wish to renew this policy.

Protecting your 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.

Legal Regulatory And Other Information

Law and Legal Proceedings applicable to this policy

This policy is governed by English law.

Financial Services Compensation Scheme

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

Premiums and claims – **your** rights

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

Privacy and Data Protection Notice

UK General Notice

Data Protection

We are UK General Insurance Limited, **our** data controller registration number, issued by the Information Commissioner's Officer, is Z7739575.

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

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

Why do **we** process **your** data?

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

What information do **we** collect about **you**?

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

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

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

We also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering **your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

Privacy Notice

You can get more information about this by viewing **our** full Privacy Notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing **us** at dataprotection@ukgeneral.co.uk. Alternatively, **you** can write to **us** at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with the Privacy Policy. A copy of this is available at <https://www.watfordre.com/privacy-policy/>