

# Policy Documents

Full Cover ®





### LOYAL INSURANCE SERVICES LTD trading as "INSURANCE 2 GO" FULL MOBILE PHONE INSURANCE POLICY SUMMARY

This policy summary does not contain the full terms and conditions of the insurance. For full details of the cover provided by this policy, please read the policy wording.

#### Your insurer

Mobile Phone Insurance is arranged by Insurance 2 Go which is a trading name of Loyal Insurance Services Ltd & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance 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.

Loyal Insurance Services Ltd & UK General Insurance Ltd are authorised and regulated by the Financial Conduct Authority.

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.

#### Types of insurance and cover

Your mobile phone is covered against the following risks:

- theft;
- accidental loss;
- breakdown;
- · accidental damage (including liquid damage); and
- malicious damage.

Your mobile phone should be no more than 6 months old at the time of purchase of this policy as evidenced by a relevant proof of purchase or proof of exchange. Our maximum liability to you in respect of any one claim will be the replacement cost of your mobile phone and the cost of accessories used in conjunction with your mobile phone. We will cover such accessories up to a maximum value of £150 provided that those accessories are stolen, lost or damaged at the same time as your mobile phone. Where your accessories are not compatible with your replacement mobile phone, the policy will reimburse you for the costs of replacement accessories up to the value of £150, and in any event, the cover for the mobile phone and accessories under this policy shall not exceed the maximum limitations of liability as shown on your certificate schedule.

#### Significant features and benefits

This policy covers your mobile phone against the above risks whilst being used in the United Kingdom by you as the person who purchased it or your immediate family (spouse or partner or any of your children, brothers, sisters and parents who permanently stay with you). Cover is extended to include use of your mobile phone anywhere in the world, for a maximum of 90 days in any one year.

Please refer to the 'What is Covered' section of the policy wording for full details.

#### **Significant and Unusual Exclusions or Limitations**

Like all policies, there are some things this policy does not cover.

Importantly this policy does not cover:

Any mobile phone purchased second hand and any mobile phone which is purchased from a retail or sales outlet situated outside of the United Kingdom.

Claims for any mobile phone used in connection with your profession or trade.

Any theft, accidental loss or accidental damage to your mobile phone whilst in the possession of anyone else other than your immediate family.

Unauthorised use of your mobile phone except where your phone has been accidentally lost or stolen. In these circumstances you will be covered for the costs of any unauthorised use of your mobile phone provided that you notify your network provider as soon as possible after the theft occurs.

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.

Any claim for accessories unless those accessories are attached to your mobile phone at the time of the incident of accidental damage, accidental loss, malicious damage, theft or breakdown.

Any claim arising from abuse or wear and tear or gradual deterioration, any other costs that are caused by the incident unless specifically stated in your certificate schedule.

Claims for theft or malicious damage which are not accompanied by a crime reference number.

Theft and malicious damage claims not reported to the appropriate local police. Theft and accidental loss claims must be reported to your network provider as soon as possible following discovery of the incident.

Any claim which is not reported to the scheme administrator as soon as reasonably possible following discovery of the incident or from your return to the United Kingdom where the incident occurred outside of the United Kingdom. For full details please see 'How to make a claim' section of the policy wording.

The excess payable on each and every claim is specified in the policy. The excesses which are payable are set out under the 'Policy Limits' section of the policy wording.

You must pay the excess before we settle a claim.

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.

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 the handset has been in use since policy inception and up to the event giving rise to the claim.

If your mobile phone is stolen from an unattended motor vehicle the motor vehicle's windows and doors must have been closed and locked and all the security systems must have been activated with your mobile phone out of view in an enclosed storage compartment, boot or luggage space for cover to apply.

You are required to take all reasonable precautions to protect your mobile phone against theft, accidental loss or accidental or malicious damage.

If you require more information about these, or other exclusions and limitations, you should read the policy, particularly the section headed 'What is not covered?' for full details. Please ensure you read these carefully and familiarise yourself with them.

#### Complaints

We believe you deserve 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, providing the Policy/Claim Number and the name of the Policyholder/Insured Person to help us deal with your comments quickly.

Claims or Service related complaints:

Citymain Administrators Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN.
Telephone: 0333 999 7905 (local rate call) E-mail: customerrelations@spbuk.com

Sales related complaints:

Loyal Insurance Services Ltd t/as Insurance 2 Go, 9 Quy Court, Colliers Lane, Stow-Cum-Quy, Cambridge, CB25 9AU Email: <a href="mailto:info@insurance2go.co.uk">info@insurance2go.co.uk</a>

In all correspondence please state that your insurance is provided by UK General Insurance Limited and quote scheme reference 06315B.

If your complaint about your claim cannot be resolved by the end of the third working day, the Claims Administrator will pass it to:

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

Tel: 0345 218 2685

Email: <u>customerrelations@ukgeneral.co.uk</u>

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:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Tel: 0300 123 9 123

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.

If you wish to complain about an insurance policy purchased online you may be able to use the European Commission's Online Dispute Resolution platform, which can be found at http://ec.europa.eu/consumers/odr/

Following this complaint procedure does not affect your right to take legal action.

#### Duration of Insurance and the right to cancel

The policy you have purchased shall be issued to you on either an annual or monthly basis as confirmed in your certificate schedule.

**ANNUAL POLICIES:** The annual premium including any Insurance Premium Tax (IPT) will be as confirmed at the time of purchase and will be collected by credit/debit card and will run for a period of twelve months. You may cancel this policy at any time and cover will terminate upon receipt of your notification. We will automatically renew the policy at the end of the twelve month policy period for a further period of 12 months unless you tell us otherwise.

If you inform us that you do not want your policy to automatically renew at the end of the policy period, we will cancel the policy at the end of the 12 month period.

MONTHLY POLICIES: The monthly premium including any IPT will be as confirmed at the time of purchase and will be collected monthly by direct debit and will continue by periods of one month upon receipt of your monthly premiums. You may cancel your insurance at any time and cover will terminate at the end of the period for which you have paid your premium. You should review your cover at regular intervals to ensure that it remains adequate and update it as appropriate, such as if you change your address or mobile phone.

You may cancel this policy at any time for any reason within 14 days of receiving the insurance documents in relation to this policy. If you cancel this policy within the 14 day cooling-off period, you will receive a full premium refund of all premiums you have paid provided that no claim is made.

We may cancel this policy by giving you 30 days' written notice but only where we have valid reasons for doing so. If you have purchased an annual policy the proportionate premium for the period that you have been insured will be calculated and the balance will be refunded provided you have not made a claim.

Please refer to the 'Cancellation and Cooling Off Period' section of the policy wording for full details.

#### 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.

#### 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). We will then renew this policy unless you advise us otherwise.

If you do not want to auto renew your policy, you just need to contact us via the contact details provided in the renewal notice. If you do nothing then the policy will automatically renew. Please see the section entitled 'Automatic renewal of this policy' on the policy wording for further information and details of how to contact us regarding the renewal of your policy.

#### **Claims Notification**

If you need to make a claim please contact the scheme administrator:

Online claims: www.eclaimcity.co.uk

Post: The Insurance2Go Claims Team, Citymain

Administrators Limited, 3000 Lakeside, North Harbour,

Western Road, Portsmouth, PO6 3EN.

Tel: 0333 999 7905 Email: <u>claims@spbuk.com</u>

**Please note:** If you are claiming for accidental damage, malicious damage or breakdown, you will be required to send

your damaged mobile phone to the scheme administrator. You will be responsible for the cost of postage.

Please refer to the 'How to make a Claim' section of the policy wording for full details.

#### Financial Services Compensation Scheme (FSCS)

Great Lakes Reinsurance (UK) 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 <a href="https://www.fscs.org.uk">www.fscs.org.uk</a>.

#### Law and Legal Proceedings 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.

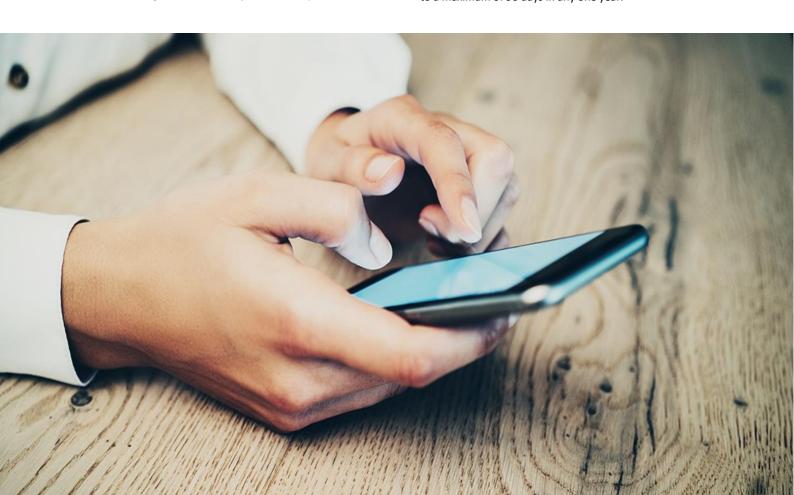
#### Eligibility for cover

You can purchase this policy provided that:

- you are a permanent resident in the United Kingdom;
- you are over the age of 18 years old at the time you purchase this policy;
- you own the mobile phone detailed on your certificate schedule; and
- the mobile phone is no more than 6 months old when you purchase this policy.

#### 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 up to a maximum of 90 days in any one year.



## Welcome to Full Cover Mobile Phone Insurance provided by Loyal Insurance Services Ltd trading as Insurance 2 Go Policy wording

#### Introduction

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

**Mobile Phone** Insurance is arranged by Insurance 2 Go which is a trading name of Loyal Insurance Services Ltd & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance 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.

Loyal Insurance Services Ltd & UK General Insurance Ltd are authorised and regulated by the Financial Conduct Authority.

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.

This policy together with *your certificate schedule* details what *you* are covered for and what *you* are not covered for. 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.

#### **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 **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 in respect of **your** monthly policy will be collected by **your scheme administrator**. Any other method of premium collection (other than direct debit) will be collected by **Insurance 2 Go.** 

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 it 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 3EN.Telephone: 0333 9997905 (local rate call).

#### Claims helpline

If **you** need to make a claim under this policy, please notify **your scheme administrator** on their online claims portal, <u>www.eclaimcity.co.uk</u> 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.

#### Disclosure of important information

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 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.

When completing an application for this *policy*, or to vary or renew this *policy*, *you* must take reasonable care to ensure that *you* respond fully and accurately to any questions or requests for information *we* or *your scheme administrator* may make. The information *you* provide to *us* may affect *our* ability to offer this policy or the terms on which *we* are able to renew the policy.

#### **Certification of cover**

This policy and *your certificate schedule* sets out the contract between *you* and *us*. In return for payment of the premium *we* agree to insure *you* in accordance with the terms and conditions contained in this policy. *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 6 months old when *you* purchase this policy

#### 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 up to a maximum of 90 days in any one **year**.

#### **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, protective cases, carrying cases, 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**.

**Business Day** - any calendar day other than a Saturday or Sunday when the banks in England and Wales are open for business.

**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*.

*Insurance 2 Go* - 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 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 VAT registered company, as evidenced by an original **proof of purchase** or **proof of exchange**, which is no more than 6 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 VAT 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. 'Unattended' means not visible to **you** and not within **your** arms' length reach. **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 3979666with a registered address of 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN.

**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** of it.

**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** provided that **your mobile phone** has airtime capability following the **theft** or **accidental loss** of **your mobile phone** and while **your mobile phone** is not barred by **your** network provider, subject to such unauthorised usage taking place within 24 hours of discovery of the **theft** or **accidental loss** of **your mobile phone**.

United Kingdom - England, Wales, Scotland and Northern Ireland.

We, Us, Our - UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE.

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?

#### **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**

**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.

#### **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

**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.

#### 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, accidentally lost, maliciously damaged or *stolen* at the same time as *your mobile phone* up to a maximum value of £150.

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, 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 e-Wallet PIN has been set for all transactions) within 24 hours of discovering the accidental loss or theft

of *your mobile phone*, up to a maximum of £100. This cover will only apply if there is no protection from such losses from *your* bank or card provider.

#### **Unauthorised Usage**

If **your mobile phone** is accidentally lost or **stolen**, **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.

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 *mobile phone* covered under this policy is as follows:

	Apple iPhone (apart from iPhone X)	Apple iPhone X	All other <i>mobile</i> <i>phones</i>
Accidental Damage Breakdown Malicious Damage Theft	£75	£100	£75
Accidental Loss	£75	£100	£75

#### 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 *mobile phone* older than 6 months old at the time of purchasing this policy.
- 8. 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 malicious damage** and **you** have obtained an appropriate incident or a crime reference (where applicable).
- 9. 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.
- 10. Any theft of your mobile phone left unattended in a public place or a place to which the public has regular access.
- 11. Any claim if *your mobile phone* was purchased:
  - from a retail or sales outlet situated outside of the *United Kingdom*;
  - second hand.
- 12. 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**.
- 13. 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*.
- 14. Any claim for *accessories* which are not attached to *your mobile phone* at the time of the incident of *accidental damage*, *accidental loss*, *malicious damage*, *theft* or *breakdown*.
- 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 the user; and
  - any mobile phone where the serial number/IMEI number has been tampered with in any way.
- 18. Any kind of damage whatsoever unless *your* damaged *mobile phone* is provided to *your 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 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 the handset 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. Claims for any *mobile phone* used in connection with *your* profession or trade.
- 30. 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.
- 31. Payment of a claim or provision of any other benefit) under this policy if **we** are prevented from doing so by any **economic sanction** which prohibits **us** or **our** parent company (or **our** parent company's ultimate controlling company) from providing cover under this policy.

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

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

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

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

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

#### Cancellation and the cooling-off period

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

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

Telephone: 0333 999 7905 (local rate call) Email: I2Gcustomerservices@spbuk.com

**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 14 day cooling-off period, **you** will receive a full refund of all premium paid provided that no claim has been made.

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** 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) Where we reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where *our* investigations provide evidence of fraud or a serious non-disclosure, *we* may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when *you* provided *us* with incomplete or inaccurate information, which may result in *your* policy being cancelled from the date *you* originally took it out.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

#### Changing the policy

#### **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 subject to the item remaining with the same premium banding as **your** original **mobile phone**. **You** must advise **your scheme administrator** of the make and model and 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**.

Should any of **your** personal details change (such as **your** name or address) please ensure **you** contact **Insurance 2 Go** or **your scheme administrator** as soon as reasonably possible in order for **your** details to be updated to prevent any delays when making a claim.

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 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.

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: https://www.eclaimcity.co.uk/

Phone: 0333 999 7905 (local rate call)

Email: claims@spbuk.com

Post: The Insurance 2 Go Claims Team, Citymain Administrators Limited, 3000 Lakeside, North Harbour, Western Road,

Portsmouth, PO6 3EN.

**You** should send 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 provided by this policy in respect 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.

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:

- You will be asked to send your mobile phone to your scheme administrator or to our authorised repairer.
   You will be responsible for the cost of postage. To avoid any further damage being caused to your 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. All repairs that are carried out to *your mobile phone* will be guaranteed for 3 months.

#### 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. Any *mobile phone* replaced by *your scheme administrator* will be guaranteed for 12 months.
- 3. **Accessories** which are not compatible with **your** replacement **mobile phone** will be replaced by **your scheme administrator** up to a value of £150.
- 4. 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.
- 5. If **we** replace **your mobile phone** the damaged, **stolen** or accidentally lost **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.

#### 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

**We** take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim under this policy is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this policy, **your** right to any benefit under this policy will end, this policy will be cancelled and **we** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. **We** may also inform the police.

To prevent fraud, insurers sometimes share information. Details about *your* insurance application and any claim *you* make may be exchanged between insurers.

#### **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 3EN.

Telephone: 0333 999 7905 (local rate call) E-mail: customerrelations@spbuk.com

#### Sales related complaints:

Loyal Insurance Services Ltd t/as *Insurance 2 Go*, 9 Quy Court, Colliers Lane, Stow-Cum-Quy, Cambridge, CB25 9AU Email: info@insurance2go.co.uk

In either instance, if your complaint cannot be resolved by the end of the third working day, it will be passed to:

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

Tel: 0345 218 2685

Email: <a href="mailto:customerrelations@ukgeneral.co.uk">customerrelations@ukgeneral.co.uk</a>

Please quote scheme reference 06315B in all correspondence.

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:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Tel: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

Online: www.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.

If **you** wish to complain about an insurance policy purchased online **you** may be able to use the European Commission's Online Dispute Resolution platform, which can be found at http://ec.europa.eu/consumers/odr/

Following this complaint procedure does not affect **your** right to take legal action.

#### **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. If **you** inform **us** that **you** do not wish to auto renew **your** policy, **you** can contact **us** at any time 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 **Insurance 2 Go** via the contact details provided in the renewal notice. If **you** do nothing, then this policy will automatically renew for a further period of 12 months.

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

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

- 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);
- 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** have to 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.

**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

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.

#### **Financial Services Compensation Scheme**

Great Lakes Reinsurance (UK) 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 <a href="www.fscs.org.uk">www.fscs.org.uk</a>.

#### Premiums and claims - your rights

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

#### **Data Protection**

**We** are UK General Insurance Ltd, referred to as "we/us/our" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is **Z7739575.** 

This privacy notice is relevant to anyone who uses *our* services, including policyholders, prospective policyholders, and any other individuals insured under a policy. *We* refer to these individuals as "*you/your*" in this notice. *We* are dedicated to being transparent about what *we* do with the information that *we* collect about *you*. *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.

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** have a legitimate interest to 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.

#### UK General's full privacy notice

This notice explains the most important aspects of how **we** use your data. **You** can get more information about this by viewing **our** full privacy notice online at <a href="http://ukgeneral.com/privacy-notice">http://ukgeneral.com/privacy-notice</a> or request a copy by emailing **us** at <a href="mailto:dataprotection@ukgeneral.co.uk">dataprotection@ukgeneral.co.uk</a>. 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.

