

Policy terms & conditions

GADGET INSURANCE

This insurance is arranged by Tinhat Insurance Services, administered by Supercover Insurance Ltd and underwritten by UK General Insurance Limited on behalf of: Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Tinhat Insurance Services, Supercover Insurance Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by contacting them on 0800 111 6768.

INTRODUCTION

You must read this policy document and the Schedule of Insurance together. The Schedule of Insurance tells **you** the period during which the policy is in force what items are covered and what level of cover applies to **your** insurance. Please check both documents carefully to make certain they give **you** the cover **you** want. In return for the payment of **your** premium **we** will provide insurance for **your** gadgets during the **period of cover** as stated in **your** Schedule of Insurance. This policy only covers **your** gadgets when in the care of **you** or a member of **your** immediate family.

Cover under this insurance is subject to the terms, conditions, and limitations shown below or as amended in writing by **us**.

This is an annual policy that can be paid monthly or annually. If **you** pay annually then **you** will have paid for the full annual premium at point of sale. If **you** pay monthly, **your** premium will be charged monthly by Direct Debit for a minimum term of 12 months.

Automatic renewal of your policy

We will contact **you** up to 30 days before the annual renewal date of **your** policy and **we** will tell **you** then if there are any changes to **your** premium. To ensure continuation of cover, **we** will then renew **your** policy unless you advise us otherwise.

If **we** are unable to automatically process **your** renewal we will contact **you** before **your** renewal date and invite **you** to renew **your** policy via an alternative channel.

Your renewal premium will be taken by the same method used during **your** initial purchase. If **you** do not want to auto renew **your** policy, simply follow the instruction in **your** renewal notification. If **you** do nothing, then this policy will automatically renew for a further period of 12 months.

IMPORTANT INFORMATION

We have not provided **you** with a personal recommendation as to whether this product is suitable for **your** needs so **you** must decide yourself whether it is or not. **You** have made a decision based on the information made available to **you**. This policy meets the demands and needs of those who wish to insure their gadgets against theft, damage, breakdown and, for mobiles phones and tables – **accidental loss**.

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

DEFINITIONS

Accidental loss - means that the **Gadget** has been accidentally left by **you** in a location and **you** are permanently deprived of its use.

Evidence of ownership - A document to evidence that the **gadget** **you** are claiming for belongs to **you**. This can be a copy of the till receipt, delivery note, gift receipt or, if the **gadget** is a mobile phone, confirmation from **your** Network Provider that the mobile phone has been used by **you**.

Gadgets – the portable electronic items insured by this certificate, purchased by **you** in the UK that is no more than 18 months old at point of policy purchase. Items must have been purchased as new or in the case of refurbished items, purchased directly from the manufacturer

Criteria: We can only insure **gadgets** that are:

Purchased as new in the UK

Purchased as refurbished in the UK direct from the Manufacturer or Network Provider

Gifted to **you** as long as **you** are able to provide a Gift receipt.

Not more than 18 months old at the time the policy purchased, and **you** are able to supply **evidence of ownership** if requested

Home – the permanent residence shown on **your** Schedule of Insurance.

Immediate family – your mother, father, son, daughter and spouse. **Immediate family** also includes **your** domestic partner (domestic partner is defined under this policy as someone **you** are living with in a long-term permanent relationship as if **you** are married to them).

Precautions – all measures that it would be reasonable to expect a person to take in the circumstances to prevent **accidental loss**, damage or theft of **your** Gadgets.

Proof of usage – means evidence that the **Gadget** has been in use since policy inception. Where the **Gadget** is a mobile phone, this information can be obtained from **your** Network Provider. For other **Gadgets**, in the event of an accidental damage claim this can be verified when the **Gadget** is sent to our repairers for inspection.

Terrorism means any act, including but not limited to the use of force or violence of the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes, including the intention to influence any government to put the public or any section of the public in fear.

Unattended – not within **your** sight at all times and out of **your** arms-length reach.

We, us, our – UK General Insurance Ltd, on behalf of Ageas Insurance Limited.

You, your – the person, who owns the **Gadgets** as stated on the application form overleaf.

WHAT WE WILL COVER

A. Accidental Damage

We will arrange a repair if **your** Gadget is damaged as a result of an accident or malicious damage. If **your** Gadget cannot be repaired **we** will replace it.

B. Theft

If **your** Gadget is stolen **we** will replace it. Where only part or parts of **your** Gadget have been stolen, **we** will only replace that part or parts.

C. Accidental Loss

If **you** selected the option to pay an additional premium and insure **your** mobile phone, tablet or iPad for **Accidental Loss** then if **you** lose **your** mobile phone, tablet or iPad **we** will replace it. If **you** have cover for **Accidental Loss** this will be stated within **your** policy documents. **Accidental Loss** cover is only available on mobile phones, tablets and iPads

D. Breakdown

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If **your Gadget** suffers electrical breakdown which occurs outside of the manufacturers guarantee period, then **we** will repair it. If **your Gadget** cannot be repaired, **we** will replace it. This cover is not available on laptops or computers.

E. Unauthorised Call/Data Use

If **your** mobile phone is lost or stolen and is used fraudulently, **we** will reimburse **you** for the costs upon receipt of **your** itemised bill, up to a maximum value of £2500. This includes calls, messages, downloads and data made / used from the time it was lost or stolen up to a maximum of 24 hours from discovery of the incident

F. Liquid Damage

If **your gadget** is damaged as a result of accidentally coming into contact with any liquid, **we** will repair it. If it cannot be repaired **we** will replace it.

IMPORTANT: Where **your Gadget** is a mobile phone, cover under this policy is only provided where the handset is fitted with an active SIM card registered in **your** name. In the event of a claim **you** will be required to provide **proof of usage** which confirms **your** mobile phone has been in use between policy inception and the incident date.

WHAT WE WILL NOT COVER (Exceptions)

Your Gadget is not covered for:

1. Theft:

from any motor vehicle where **you** or someone acting on **your** behalf is not in the vehicle, unless the **Gadget** has been concealed in a locked boot, closed glove compartment or other closed internal compartment and all the vehicle's windows and doors closed and locked and all security systems have been activated. A copy of the repairer's account for such damage, or other evidence of damage must be supplied with any claim

from any unattended building or premises (including **your home** or workplace) unless the theft involves force in gaining entry to or exit from the building or premises, resulting in damage to the building or premises. A copy of the repairer's account for such damage, or other evidence of damage must be supplied with any claim;

unless the **gadget** is concealed on or about **your** person, **you** will not be covered for theft from a building or premises (including **your home** or workplace), unless the **gadget** is completely out of sight, in a closed internal compartment and the theft involves force in gaining entry or exit to the closed internal compartment. A copy of the repairer's account for any damage, or other evidence of damage may be required with any claim;

where **your Gadget** was in the possession of a third party (other than a member of **your immediate family**) at the time of the event giving rise to a claim under this insurance.

when away from **your home**, unless the **gadget** is concealed on or about **your** person when not in use

where the **Gadget** has been left **unattended** when it is away from **your** home;

where all available **precautions** have not been taken;

2. Loss or damage caused by:

you deliberately damaging or neglecting the **Gadget**;

you not following the manufacturer's instructions;

the use of non-original accessories.

3. Repair or other costs for:

routine servicing, inspection, maintenance or cleaning;

loss caused by a manufacturer's defect or recall of the **Gadget**;

repairs carried out that have not been pre-approved by **us**

gadgets which have previously had repairs carried out by non-manufacturer approved repairers

wear and tear, including but not limited to: replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials, or gradual deterioration of performance

cosmetic damage of any kind including scratches and dents.

if the serial number has been deliberately tampered with in any way.

4. Any kind of damage whatsoever unless the damaged **Gadget** is provided for repair.

5. Any loss of a SIM (subscriber identity module) card.

6. Any expense incurred as a result of not being able to use the **Gadget**, or any loss other than the repair or replacement costs of the **Gadget** unless relating to unauthorised use for **your** mobile phone up to the maximum value of £2500.

7. In the event that **you** make a claim, an excess fee applies which must be paid to **us** before **your** claim can be settled. This excess fee varies depending on the type of **Gadget** **you** have insured with **us** and the type of claim **you** need to make. The fees are set out below:

If **your** claim is for a **Gadget** up to the value of £250 (when new) the excess fee is £25 for any claim.

If **your** claim is for a **Gadget** up to the value of £999 (when new) the excess fee is £50 for any claim.

For any other **Gadget** the excess fee is £75 for any claim..

8. Any claim made, or any event causing the need for a claim to be made, that occurs within the first 14 days of the inception date of the policy. If **your gadget** is less than 6 months old on the date **you** insure it, then this clause does not apply and **your** cover begins immediately.

9. Loss of or damage to accessories.

10. Any claim for a **Gadget** where **Proof of usage** cannot be provided or evidenced.

11. **Accidental Loss** where the circumstances of the loss cannot be clearly identified, i.e. where **you** are unable to confirm the time and place of the loss.

12. Reconnection costs or subscription fees of any kind.

Please note: if **you** are insuring an item without SIM card capability, all exclusions relating to SIM cards are not applicable.

13. War Risk

Terrorism, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.

14. Nuclear Risk

Damage or destruction caused by, contributed to or arising from:

a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

15. Sonic Boom

Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

16. Loss of Data or Software

Any loss of or damage to information or data or software contained in or stored on the **Gadget** whether arising as a result of a claim paid by this insurance or otherwise.

17. Any indirect loss or damage resulting from the event which caused the claim under this policy;

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18. Liability of whatsoever nature arising from ownership or use of the **Gadget**, including any illness or injury resulting from it.

19. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.

CLAIM SETTLEMENT

1. This policy offers replacement only and is not a replacement as new policy. If the **Gadget** cannot be replaced with an identical refurbished **Gadget** of the same age and condition, **we** will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original **Gadget**. Where an equivalent refurbished item is not available, **we** will replace with new. **We** cannot guarantee to replace an item with one of the same colour.
2. Repairs will be carried out using readily available parts. Where possible we will use Original parts but in some cases, unbranded parts may be used. In the event that any repairs authorised by us under this policy invalidate your manufacturer's warranty, we will repair or replace your gadget for the remaining period of your manufacturer's warranty in line with your manufacturer's warranty terms and conditions.
3. In the event of a valid claim resulting in the replacement of the **Gadget**, this policy will automatically cover the replacement **Gadget**.

CONDITIONS AND LIMITATIONS

1. Unless **we** have agreed differently with **you**, English law and the decisions of English courts will govern this insurance.
2. This insurance only covers **Gadgets** bought and used in the UK, the Isle of Man and the Channel Islands. Cover is extended to include use of the **Gadgets** anywhere in the world up to a maximum of 90 days in total, in any single 12 month period, subject to any repairs being carried out in the UK by repairers approved by **us**. No cover is provided for claims where **you** are travelling to a country where the Foreign and Commonwealth Office (FCO) have advised against all but essential travel. **You** can check the FCO travel advice at www.fco.gov.uk.
3. The **gadgets** must not be more than 18 months old, must be purchased as new, or if refurbished, purchased directly from the manufacturer, and with valid **evidence of ownership** at inception of this Certificate. All **evidence of ownership** must include the make, model and serial number of the **gadget** and must be in **your** name.
4. **You** must provide **us** with any receipts, documents or **evidence of ownership**, that it is reasonable for **us** to request.
5. This insurance may only be altered, varied or its conditions altered or premium changed by **us**, giving **you** 30 days' notice in writing.
6. **We** may cancel the policy by giving **you** 30 days' notice in writing. In the event of any claim **you** are responsible for the payment of any outstanding premium.
7. **You** cannot transfer the insurance to someone else or to any other **Gadgets** without **our** written permission.
8. **You** must take all available **precautions** to prevent any loss or damage.
9. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

CANCELLATION

Your right to change **your** mind.

You may cancel the insurance, without giving reason, by sending **us** written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents. As long as **you** have not made a claim and do not intend to make a claim, any premium payments made will be refunded in full.

Cancellation after the withdrawal period

If **you** wish to cancel **your** insurance after the initial 14 day withdrawal period **you** can do so by writing to Supercover Insurance Ltd, Waterside House, 20 Riverside Way, Uxbridge, UB8 2YF, or by telephoning **0203 794 9294**, or by emailing cancellations@supercoverinsurance.com.

If **you** pay **your** premium on a monthly basis **your** policy will be cancelled at the next monthly anniversary of the date **your** policy commenced. There will be no refund of premium due as the premium paid will have only been in respect of the cover already received.

If a claim has been made by **you** we will not refund any premium and **you** must still pay us the remaining annual premium. If **you** cancel **your** direct debit this does not mean that **you** have cancelled **your** policy.

If **you** pay **your** insurance premium annually and providing no claim has been made under the policy **you** will receive a proportionate refund of premium based on the unused period of cover under the policy less an administration fee of £10. Policy cover will cease from the date **we** receive **your** cancellation instructions or from a later date at **your** request.

If a claim has been made we will cancel your cover but not refund any premium.

CLAIMS PROCEDURE

1. **You** must:

- notify Supercover Insurance on **0203 794 9328**, or by emailing claims@supercoverinsurance.com, or by post to **Waterside House, 20 Riverside Way, Uxbridge, UB8 2YF** as soon as possible but in any event within 48 hours of any incident likely to give rise to a claim under this insurance. If the incident occurred outside of the UK, please notify Supercover within 48 hours of **your** return to the UK.
- report the theft or loss of any mobile phone, within 24 hours of discovery to **your** Airtime Provider and blacklist **your** handset;
- report the theft or loss of any **Gadgets** to the Police within 48 hours of discovery and obtain a crime reference number;
- provide **us** with details of the claim and any other contract, guarantee, warranty or insurance that may apply to the loss including but not limited to household insurance. Where appropriate a ratable proportion of the claim may be recovered direct from these Insurers.
- return **your** completed claim form and **evidence of ownership** to Supercover Insurance within 30 days of the incident date along with any other requested information.

2. If **we** replace **your Gadgets** the damaged or lost item becomes **ours**. If it is returned or found **you** must notify **us** and send it to **us** if **we** ask **you** to. UK General Insurance Limited are an agent of Ageas Insurance Limited and in the matters of a claim act on their behalf.

To help **us** improve **our** service **we** may record or monitor telephone calls.

WARNING

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We will process **your** claim under the terms and conditions of this insurance based on the first reason notified to **us** for the claim. If **your** claim is not covered and **you** then submit a claim having changed the reason **we** consider this as fraud. Details of all such cases will be passed to appropriate agencies for action.

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **us** of any changes to the Answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** Answers may mean that **your** policy is invalid and that it does not operate in the event of a claim

COMPLAINTS

Complaints regarding:

SALE OF THE POLICY

Please contact Tinhât Insurance Services Limited who arranged this insurance on your behalf. You can get in touch on sales@tinhat.co.uk or 01865 364 390

Complaints regarding:

CLAIMS / SERVICE

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should in the first instance contact Supercover's Customer Services Director. The contact details are:

The Customer Services Director,
Waterside House
20 Riverside Way
Uxbridge, UB8 2YF

Tel: [0203 794 3928](tel:02037943928)

Email: complaints@supercoverinsurance.com

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

In the event **you** remain dissatisfied and wish to make a complaint, **we** will forward **your** details to:

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

Tel: [0345 218 2685](tel:03452182685)

Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business

capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

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

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.

COMPENSATION SCHEME

Ageas Insurance Limited 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 100% of the first £2,000 and 90% of the remainder of the claim. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

DATA PROTECTION ACT 1998

Supercover Insurance Ltd does not pass any personal data about **you** to any third parties. When **you** apply for insurance and/or make a claim, **you** will be required to disclose relevant personal data about **yourself** to Supercover or their agents, including data which is deemed "sensitive" under the Data Protection Act 1998. **Your** explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when **you** make a claim. Please note that any information that **you** provide to Supercover may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by **yourself** will be used by Supercover its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any upgrade to this insurance, handle claims relating to this insurance and prevent fraud.