

Policy terms & conditions



GADGET INSURANCE

This insurance is arranged by Tinhât Insurance Services Limited, 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.

Tinhât Insurance Services Limited, 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

This policy provides insurance for **your gadgets** while **your** policy is in force as stated in the insurance schedule, subject to the terms, conditions, and limitations shown below or as amended in writing by **us**.

If **you** pay for **your** premiums monthly then **your** policy is a rolling monthly policy and is only in force if the monthly premium continues to be paid. Cover can continue up to a maximum of five years.

If **you** pay for **your** policy annually, then **your** policy is an annual policy for which the full annual premium must be paid at inception and again at each annual renewal date. The type of policy **you** have will be shown in **your** insurance schedule.

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 mobile phones and tablets – **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.

Commercial vehicle - any vehicle used wholly or partly for commercial or business purposes or any other vehicle that is being used for commercial or business purposes at the time of any loss or damage to the **Gadget**.

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.

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

Purchased as new in the UK from a VAT registered supplier

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.

Immediate family – **your** mother, father, son, daughter, spouse, domestic partner.

Proof of Purchase - means an original receipt and any other documentation required to prove **your gadget** was purchased as new by **you** from a UK VAT registered company. This must show the date of purchase, make, model, IMEI/Serial number of **your gadget**. If your insured gadget was a gift, a copy of the gift receipt will also be considered a **Proof of Purchase**

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

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

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 **commercial vehicle**, convertible or soft top vehicle;
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, locked glove compartment or other locked 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 must be supplied with any claim
from any building, land or premises unless force, resulting in damage to the building or premises, was used to gain entry or exit; A copy of the repairer's account for such damage must be supplied 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.
where the **Gadget** has been left **unattended** when it is away from **your** home;
where **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 accessories.
leaving the **Gadget** on any motor vehicle roof, bonnet or boot;

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 by persons not authorised by **us**;
wear and tear or gradual deterioration of performance.
cosmetic damage of any kind including scratches and dents.
if the serial number has been 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 £1000 (when new) the excess fee is £50 for any claim.

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

If **you** make a claim within the first 3 months of **your** policy there will be an additional excess fee to pay of £25

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.

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. Any loss or damage caused by 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.

13. If a SIM card was not in **your** mobile phone at the time of the loss, damage or theft that was registered to **you**.

14. 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.

15. 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.

16. Nuclear Risk

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

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

17. Sonic Boom

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

18. 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.

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

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

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

REPLACEMENT

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. In the event of a valid claim resulting in the replacement of the **Gadget**, this policy will automatically cover the replacement **Gadget**.

3. If **you** pay for **your** insurance monthly and **you** make a claim **you** will be required to pay the premium for the minimum term (12 months before **we** can process **your** claim).

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 **Proof of Purchase** at inception of this Certificate. All **Proof of Purchase** must include the make, model and serial number of the **gadget** and must be in **your** name. The company the **gadget** was purchased from must be a UK VAT registered company.
4. **You** must provide **us** with any receipts, documents or **proof of purchase**, that it is reasonable for **us** to request.
5. This insurance may only be altered, varied or its conditions altered or premium changed by one of **our** authorised officials, 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 **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. Any premium payments made will be refunded in full.

Cancellation after the withdrawal period

If **you** wish to cancel **your** insurance and pay monthly, **you** can do so by writing to Supercover Insurance Ltd, Waterside House, 20 Riverside Way, Uxbridge, UB8 2YF, or by telephoning 0203 794 9328, or by emailing: cancellations@supercoverinsurance.com.

For policies of longer duration, as long as no claims have been made, **you** may cancel the policy at any time providing one month's notice and a pro rata refund of the unused premium will be arranged.

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 **Proof of Purchase** 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

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 Tinhhat Insurance Services Limited who arranged the Insurance on your behalf. You can get in touch on sales@tinhat.co.uk or 01865 364390.

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 9328

Email: complaints@supercoverinsurance.com

Policy terms & conditions

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

Calls cost 5p per minute plus your telephone company's access charge

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: 0300 123 9 123
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.