

Gadget Insurance Policy Wording

# Ultimate Cover

**Important!** Please read this document carefully

Welcome to **Gadget Insurance** – Ultimate Cover  
Provided by Switched On Insurance

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## IMPORTANT INFORMATION

When **you** purchased this insurance policy **you** selected the Plan that was most suitable for **your** needs. This document only sets out the level of cover **you** have selected. Should **you** require additional cover at any point, please do not hesitate to contact **us** to discuss any other options that may be available to **you**.

This insurance has been specifically designed to provide insurance protection for **your gadget(s)** and meets the demands and needs of individuals permanently resident in the UK, the Isle of Man and the Channel Islands who own a **gadget** and wish to protect it/them against **accidental damage, malicious damage, breakdown, theft and loss**.

**We** have not provided **you** with a personal recommendation as to whether this policy is suitable for **your** specific needs, so **you** must decide for **yourself** whether it is or not. **You** have made a reasoned decision on the basis of the information provided and can cancel this insurance at any time should **you** decide the cover is no longer suitable (please refer to the cancellation conditions contained in this policy for full details).

### PLEASE KEEP YOUR INSURANCE DOCUMENTS SAFE

Please keep this document together with **your** Schedule of Insurance in a safe place in case **you** need to read them again or make a claim.

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

## POLICY WORDING

This Policy wording must be read together with **your** Schedule of Insurance. Please read these documents carefully and make sure **you** understand fully what is covered and what is not covered, also ensuring **you** comply with all of the policy conditions as **a breach of a condition can invalidate your policy and may mean that any claims made will not be paid**.

If any of the details are incorrect please contact the **Administrator** immediately.

### Certification of cover

This document, combined with **your** Schedule of Insurance, certifies that insurance has been effected 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 these documents. Citymain Administrators Ltd has entered into a Binding Authority Contract reference CAL002 with **us**, under which **we** authorise Citymain Administrators to sign and issue these documents on **our** behalf.

Signed on behalf of the insurer by



Mr C Whitehair

Director Citymain Administrators Ltd

## About your insurance

This insurance is arranged by Taurus Insurance Services Limited trading as “Switched On Insurance”. Taurus Insurance Services Limited is an insurance intermediary licenced and authorised in Gibraltar by the Financial Services Commission under Licence Number 88985 and authorised by the Financial Conduct Authority in the UK under registration number 444830

The insurance is underwritten 100% by certain Lloyd’s Syndicates managed by Jubilee Managing Agency Limited which is authorised and regulated by the Financial Conduct Authority under registration number 226696.

**Your** policy is administered by Citymain Administrators Limited, Enterprise House, Isambard Brunel Road, Portsmouth, PO1 2RX which is authorised and regulated by the Financial Conduct Authority under registration number 306535.

**You** can visit the Financial Services Authority website, which includes a register of all regulated firms, at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

## Introduction

This insurance policy provides insurance for **your gadget(s)** whilst **your** policy is in force, as shown in **your** Schedule of Insurance, subject to the terms, conditions, and limitations shown below.

## Period of Cover

**You** had the choice to buy this insurance as either a monthly contract or an annual contract as explained below. **Your** choice will be confirmed on **your** Schedule of Insurance. Please note that **your** insurance will be terminated immediately if **we** do not receive **your** monthly or annual premium(s) when they are due.

If **you** have purchased an annual contract, **your** insurance starts at the time of purchase, renewal, or policy start date, whichever the later, and lasts for a period of twelve months provided **you** pay **your** premium when it is due. The annual premium **you** pay is determined by the value of each of **your gadgets** as specified at the time of purchasing the insurance.

If **you** have purchased a monthly contract, **your** insurance starts at the time of purchase or policy start date, whichever is the later, and lasts for a period of one month. It will then continue for further monthly periods provided **you** continue to pay **your** monthly premiums as they become due. The monthly premium **you** pay is determined by the value of **your gadget** as specified at the time of purchasing the insurance and will be collected monthly in advance.

Any premiums that are collected by the method of Direct Debit will be carried out by the **Administrators**. Any other method of premium collection will be carried out by Taurus Insurance Services Limited trading as Switched On Insurance.

## Definitions

The words and phrases defined below have the same meaning wherever they appear in **your** policy documents and are shown in **bold italics** throughout.

### **Accidental damage**

means any damage, including fire and liquid damage, caused to the **gadget** which was not deliberately caused by **you** or bound to happen.

### **Accessories**

means items such as, but not limited to, chargers, protective cases, carrying cases, headphones and hands-free mounting kits, but excluding the SIM card.

**Administrator**

means Citymain Administrators Limited, Enterprise House, Isambard Brunel Road, Portsmouth, PO1 2RX. Tel No: 0333 999 7910 (local rate call).

**Breakdown**

means the actual breaking or burning out of any part of **your gadget** whilst in ordinary use arising from internal electronic, electronic, electrical or mechanical defects in the **gadget**, causing sudden stoppage of the function thereof and necessitating repair before it can resume normal operation.

**Gadget**

means the **gadget(s)**, excluding **accessories**, identified on **your** Schedule of Insurance which belongs to **you**, as evidenced by an original **proof of purchase** or exchange, which are no more than 14 months old at the time of initially purchasing insurance for the item(s), but excluding personalised ring tones or graphics, downloaded material or software. A maximum number of ten **gadgets** can be registered against this policy.

For the purpose of this policy a **gadget** can be any one of the following items (but no more than ten **gadgets** can be registered against this policy at the time of purchasing the insurance):

MP3 Players, iPods, DVD Players, Games Consoles, Digital Cameras, Video Cameras, Camera Lenses, Mobile Phones, Smart Phones including iPhones, PDAs, Laptops including Macbooks, Desktops including iMacs, Tablets including iPads, Bluetooth Headsets, Satellite Navigation Devices, E-Readers, In-Car Computers, Head/ Ear Phones.

**Immediate family**

means **your** spouse, partner or parents (aged 16 years or over) or **your** children, brothers or sisters (aged 10 years or over) who permanently reside with **you**.

**Loss**

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

**Malicious Damage** – the intentional or deliberate actions of another party, not including **immediate family**, which causes damage to **your gadget**.

**Proof of Purchase** – the original purchase receipt provided at the point of sale that gives details of the **gadget** purchased, or similar documents that provide proof that **you** own the **gadget**.

**Theft**

Means the dishonest removal of the **gadget** from **your** possession by a third party with the intention of permanently depriving **you** of it.

**Unattended**

means not within **your** sight at all times and out of **your** arms-length reach, other than when in a locked room or locked cupboard.

**We, us, our**

means the insurer which is certain Lloyd's Syndicates managed by Jubilee Managing Agency Limited. Jubilee Managing Agency Limited is registered in England under number 04434499 and has its registered Office at 47 Mark Lane, London EC3R 7QQ.

**You, your, yourself**

means the person (aged 16 years or over), company or partnership who owns the **gadget(s)** covered by this policy, as stated on **your** Schedule of Insurance as 'the Insured'.

## What we will cover

(subject to the exclusions shown later)

### **Accidental Damage**

**We** will repair or replace **your gadget** if it is damaged as the result of **accidental damage**, providing the **gadget** is returned to **us**.

### **Breakdown**

**We** will repair or replace **your gadget** if it suffers **breakdown**, providing the **gadget** is returned to **us**. Please note that this cover only applies if the **breakdown** occurs outside the manufacturer's guarantee period.

### **Malicious Damage**

**We** will repair or replace **your gadget** if it is damaged through the intentional or deliberate actions of another party, not including **immediate family**. Where only part or parts of **your gadget** have been damaged, **we** will only replace that part or parts.

### **Theft**

If **you** suffer **theft** of **your gadget** **we** will replace it.

### **Loss**

If **you** accidentally lose **your gadget** **we** will replace it.

### **e-Wallet Protection**

If **your gadget** is lost or stolen, and the **loss** or **theft** is covered by **your** policy, **we** will refund the cost of unauthorised transactions made from **your** Credit/Debit card via **your gadget**, after it was lost or stolen, using an e-Wallet facility (providing an e-Wallet PIN has been set for all transactions), up to a maximum of £100 (including VAT), within 24 hours of discovering the **theft** or **loss** of **your gadget**. **This cover will only apply if there is no protection from such losses from your bank or card provider.**

### **Unauthorised Usage**

If **your gadget** is lost or stolen, and the **loss** or **theft** is covered by **your** policy, **we** will refund the cost of unauthorised calls, messages and downloads made from it after the time it was lost or stolen up to a **maximum of £1000** (including VAT). Cover will only apply to unauthorised usage **within 24 hours of discovery** of the **loss** or **theft** of **your gadget**. Itemised bills must be provided to support **your** claim. **This cover will only apply if there is no protection from such losses from your network provider.**

### **Accessories**

In the event of a claim being agreed by **us** in respect of **your gadget**, **we** will replace any **accessories** damaged, stolen or lost at the same time as **your gadget** up to a **maximum of £150 including VAT**.

### **Geographical Area**

This insurance covers a **gadget** bought and used in the UK, the Isle of Man and the Channel Islands. Cover is extended to include use of the **gadget anywhere in the world, for up to a maximum of 90 days**, in any one year.

## What we will not cover

### Policy excess

There is a policy excess applicable to each **gadget** in respect of every claim (this is the amount **you** must contribute towards each **gadget** that is subject to a claim). This excess must be paid if **your** claim has been approved.

The excess amounts applicable to **you** in respect of each **gadget** covered under this policy are as shown on **your** Schedule of Insurance.

### Theft exclusions

**We** will not pay any claim:

- Where the **gadget** has been stolen from any **unattended** motor vehicle, unless the **gadget** is completely hidden from view 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. There must be evidence of a forced entry into the vehicle and a copy of the repairer's account for such damage to the vehicle must be supplied with any claim;
- where the **gadget** has been stolen from any unoccupied premises unless force, resulting in damage to the 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 the **gadget** has been left **unattended** (other than when it is in a locked vehicle or premises as provided for above).

### Loss exclusion

**We** will not pay any claim for **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**.

### General exclusions

(applying to all cover provided under this policy):

**We** will not pay for:

- any claim when the **gadget** was in the possession of any third party (other than a member of **your immediate family**) at the time of the event giving rise to the claim
- any claim where **proof of purchase** cannot be provided
- any claim for **malicious damage** which was caused by **your immediate family**
- the VAT element of any claim if **you** are registered for VAT
- **loss, theft** or damage to SIM or memory cards in isolation (unless it accompanies a valid claim for **your gadget**)
- cosmetic damage only to the **gadget**, to include marring, scratching and denting
- damage or destruction caused by, contributed to or arising from:
  - ❖ wear and tear or gradual deterioration of performance
  - ❖ a lack of reasonable care from **you** or **your immediate family**.
- any claim resulting from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.
- any claim resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

## Conditions and Limitations

### Claims Procedures

(Failure to observe these may invalidate **your** claim)

In the event of any incident likely to give rise to making a claim, **you** must:

- notify the **Administrator** on 0333 999 7910 (local rate call) as soon as possible
- report the **theft** or **loss** of **your gadget** to **your** network provider within 24 hours of discovery so they can blacklist **your** handset/item (where this is applicable)
- report the **theft** or **loss** of **your gadget** to the Police within 24 hours of discovery and obtain a crime reference number in support of a **theft** claim and a lost property number in support of an **loss** claim and a copy of the police report.
- complete and return the claim form as provided by the **Administrator** within 30 days of the incident date
- provide details of any other contract, guarantee, warranty or insurance that may apply to the **gadget** including, but not limited to, household insurance (where appropriate a rateable proportion of the claim may be recovered direct from these Insurers)
- provide the original **proof of purchase** of the **gadget** for which **you** are claiming. Such **proof of purchase** must evidence that **you** own that particular gadget, including the IMEI number (in respect of mobile phones) and other identifying details where appropriate.

### Replacement Equipment

- In the event that **your** claim is authorised and **your gadget** is deemed beyond economical repair and will therefore have to be replaced, **we** will endeavour to replace it with an identical fully refurbished or new item. Should this not be possible the **Administrator** will replace it with a fully refurbished or new item of a comparable specification or the equivalent value.
- **Please note** it may not always be possible to replace **your gadget** with the same colour.

### Limit of Liability

- Our liability, in respect of any one claim, will be limited to the replacement cost of each **gadget** being claimed for and, in any event, shall not exceed the maximum liability for each **gadget** as shown on **your** Schedule of 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 insurance 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 insurance, **your** right to any benefit under this insurance will end, **your** 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.

### English Law

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live or, if **you** live in the Channel Islands or Isle of Man, the law of whichever of those two places **you** live.



## Policy cancellation

### Cooling off period

**You** may cancel the insurance within 14 days of receiving the insurance documents, should **you** decide the insurance is no longer appropriate or required. **You** will receive a full refund of all premium paid provided that no claim has been made.

### Cancellation after the cooling off period

If **you** have a monthly contract:

**You** can cancel cover at any time by writing to the **Administrators**. If **you** cancel after the 14 day cooling-off period cover will continue until the end of the period for which **you** have already paid.

To cancel **your** policy, please contact the policy **Administrator**.

**We** may terminate cover under this insurance by giving **you** at least 90 days written notice at **your** last known address. If a substitute **gadget** insurance is being offered in place of this policy, 60 days written notice of termination or substitution will be given. If **we** cancel cover under **your** policy no further premium will be payable by **you** and **you** will continue to receive any benefits for a valid claim if **your** claim date was before the date this policy was cancelled.

If **you** have an annual contract:

**You** may cancel the policy at any time and cover will cease immediately upon receipt of **your** cancellation and providing that no claim has been made (*during the current period of insurance*) then **you** will receive a proportionate refund of the annual premium paid, subject to deduction of an administration fee of £10.00.

To cancel **your** policy, please contact the policy **Administrator**.

**We** may cancel the policy by giving **you** 90 days written notice sent to **your** last known address. In respect of an annual policy, **you** will receive a proportionate refund of the annual premium paid, providing no claim has been made.

### Making changes to your policy

If **you** have a monthly contract:

**We** will give **you** at least 60 days written notice if **we** decide, or need, to change **your** policy cover or the price of **your** insurance. **We** will give **you** at least 60 days written notice of the change, sent to **your** last known address, although **we** may introduce changes immediately and advise **you** within 30 days of the change having been made if the change is favourable to **you**.

**We** will only change **your** premium and/or the terms and conditions of **your** policy for the following reasons:

- to make the terms or conditions of **your** policy more favourable to **you**,
- to make minor changes to **your** 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 **your** policy, to reflect changes to taxation applicable to **your** policy (including, but not limited to, insurance premium tax),
- to reflect increases or reductions in the cost (or projected cost) of providing **your** insurance, including, but not limited to, increases or decreases 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 the insurance,
- to cover the cost of any changes to the cover/benefits provided under this insurance 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(s),

- to cover the cost of changes to the systems, services or technology in support of this insurance.

Once **we** have made an alteration no further changes will be made to the terms and conditions or the premium for **your** policy for at least 6 months, unless **we** are obliged to do so by law, regulation, any code of practice or industry guidance.

Upon receiving notice of any changes or proposed changes, **you** may cancel cover in accordance with this policy wording if **you** are unhappy with the change or proposed change.

If **you** have an annual contract:

**We** will only make changes at the annual renewal date of **your** insurance.

### Mid-Term Adjustments

Should **you** replace **your gadget** with a new **gadget** whilst **your** insurance is in force, **we** will consider transferring the benefit of the insurance subject to the item remaining with the same premium banding as **your** original **gadget**. **You** must advise the **Administrator** of the make and model and in the event of a claim **you** will need an official purchase invoice showing details of the new **gadget** and note that any age restrictions on the **gadget** will apply at the time of insuring the new **gadget**.

Where **you** have multiple items registered on **your** policy and **you** wish to remove one of **your gadgets** from cover, **we** will calculate the revised premium and in respect of an annual contract **we** will provide **you** with a pro-rata refund, subject to deduction of a £10.00 administration fee and in respect of a monthly contract **we** will recalculate the premium and confirm the revised premium in writing to **you** in good time before **your** next direct debit collection.

Should **you** wish to consider covering an additional **gadget**, please contact Switched On Insurance at [gadget.sales@switchedoninsurance.com](mailto:gadget.sales@switchedoninsurance.com) quoting **your** existing policy number.

Should any of **your** personal details change please ensure **you** contact Switched On Insurance or the **Administrator** as soon as possible in order for **your** details to be updated to prevent any delays when making a **claim**.

### Automatic renewal of your policy

If **you** have a monthly contract:

To make sure **you** have continuous cover under **your** policy **we** will automatically renew **your** 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.

If **you** have an annual contract:

**You** will be contacted 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 or the policy terms and conditions (which will only ever apply at **your** next renewal date). **We** will then renew **your** insurance unless **you** advise **us** otherwise.

**Your** renewal premium will be taken by the same method used during **your** initial purchase. If **your** payment details have changed, **you** can contact Switched On Insurance at [gadget.sales@switchedoninsurance.com](mailto:gadget.sales@switchedoninsurance.com) or visit [www.switchedoninsurance.com](http://www.switchedoninsurance.com) and log into "My Account" to amend **your** details. **You** can advise the **Administrator** about any changes to **your** policy details at any time by calling 0333 999 7910 (local rate call).

If **you** do not want to auto renew **your** policy, **you** just need to contact Switched On Insurance via the contact details provided in the renewal notice. If **you** do nothing then the policy will automatically renew.

## What to do if you have a complaint

It is always the intention to provide **you** with a first class service. However, if **you** are not happy with the service, in the first instance:

If **your** complaint is about the sale of the insurance, please write to Switched On Insurance. Their contact details are:

Taurus Insurance Services Limited  
T/A Switched On Insurance  
Suite 322 Eurotowers,  
Europort Road  
Gibraltar  
Email: [complaints@switchedoninsurance.com](mailto:complaints@switchedoninsurance.com)

If **your** complaint is about any other aspect of **your** policy or in relation to a claim, please write to the **Administrator**. Their contact details are:

Citymain Administrators Ltd  
Enterprise House  
Isambard Brunel Road  
Portsmouth  
PO1 2RX  
Tel: 0333 999 7910 (local rate call)  
E-mail: [customerrelations@citymain.com](mailto:customerrelations@citymain.com)

If **you** are not happy with the response or with the way **your** complaint has been dealt with **you** may ask Lloyd's to review **your** case: Their contact details are:

Policyholder and Market Assistance,  
One Lime Street  
London  
EC3M 7HA  
Tel: 020 7327 5693  
Facsimile: 020 7327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Complaints that cannot be resolved by Lloyd's may be referred to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR or tel: 0800 0 234 567\*.

These procedures do not affect **your** legal rights.

\*Calls to this number are free if **you** are calling from a 'fixed line' (e.g. a landline at home). If **you** are a mobile phone user, call free on 0300 123 9 123.

## Premiums and claims – your rights

When handling premium payments from **you** that are due to **us** and when handling any claim **you** make, the **Administrator** and Switched On Insurance (in respect of collection of premiums made by any method other than Direct Debit) act as **our** authorised agent. This means that when **you** pay a premium to the **Administrator** or to Switched On Insurance it is deemed to have been received by **us** and that any valid claim **you** make is not deemed to have been settled by **us** until **you** have actually received a repaired or replacement item.

## Financial Services Compensation Scheme

**You** may be entitled to compensation from the Financial Services Compensation Scheme for **your** insurance benefits if **we** become insolvent or are unable to meet **our** obligations to **you** under this contract. Further information can be obtained from the Financial Services Compensation Scheme by writing to 7th Floor Lloyds Chambers, Portoken Street, London E1 8BN or by phone on 020 7892 7300 or from their website at [www.fscs.org.uk](http://www.fscs.org.uk).

## Data Protection Act 1998

Information **you** supply may be used for the purposes of insurance administration by the Data Controller (as defined under the Act). It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes. **Your** information may also be used for crime prevention. For any of these purposes, **your** information may be transferred to countries that do not have stringent data protection laws. If this is necessary, the Data Controller will seek assurance from that party as to the security surrounding the handling of **your** information before it proceeds.

If **you** give information about another person, in doing so **you** confirm that they have given **you** permission to provide it to the Data Controller and for the Data Controller to be able to process their personal data (including any sensitive personal data).

On payment of the appropriate fee, **you** have the right to access and if necessary rectify information held about **you** (this is known as a Subject Access Request). Please contact **our** Compliance officer, in writing, to exercise these rights.

In assessing any claims made, **we**, or **our** associated companies or agents, may undertake checks against publicly available information (such as electoral roll, County Court Judgments, bankruptcy or repossessions). Information may also be shared with other insurers either directly or via those acting **us** (such as loss adjusters or claims investigators).

When **your** insurance ends all information held about **you** (including information held on systems) will be destroyed or erased after a period of 7 years. The Data Controller's associated companies and agents will be advised to do the same.

Personal Data held on customers may be used for research and statistical purposes but only with the explicit consent of the customer would this take place.

To assess the terms of the policy or handle claims which arise, **we** may need to collect data which the Data Protection Act defines as sensitive (such as medical history, criminal convictions or employment records). Data protection laws impose specific conditions in relation to sensitive information including, in some circumstances, the need to obtain **your** explicit consent before **we** process the information. When **you** apply for this insurance, consent is given to the processing and transfer of information described in this notice by **us** and **our** agents. Without consent, **we** would not be able to offer this insurance.