

MOBILE PHONE THEFT, DAMAGE & EXTENDED WARRANTY INSURANCE POLICY TERMS AND CONDITIONS

This insurance is arranged by Warranty & Creditor Services of 6 Faraday Office Park, Faraday Road, Basingstoke, RG24 8QQ. It is underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE

Warranty & Creditor Services, is authorised and regulated by the Financial Conduct Authority. This can be checked on the FCA register by visiting the FCA website at www.fca.org.uk/register/ or by contacting them on 0800 111 6768.

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Great Lakes Reinsurance (UK) SE, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

Intention of Cover

This Insurance provides cover for **Your Equipment** against **Accidental Damage, Theft** and **Breakdown**.

Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy and will appear in bold with a capital letter.

Accidental Damage	An accidental and unforeseen failure, breakage or destruction of Your Equipment , with visible evidence of an external force being applied and which results in the Equipment being rendered unusable.
Administrator	Warranty & Creditor Services of 6 Faraday Office Park, Faraday Road, Basingstoke RG24 8QQ Tel (01256) 471387.
Breakdown	The failure of any electrical or mechanical component in Your Equipment due to a sudden and unforeseen fault, which causes the Equipment to stop working in the way the manufacturer intended and which requires repair or replacement before the Equipment can be used again
Computer Virus	means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'

Electronic Data	means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
Equipment	The Equipment specified in the Schedule or any subsequent Equipment You replace it with subject to being able to provide proof of purchase and usage.
Forced and violent	Entry/exit evidenced by visible damage to the fabric of the building, room or vehicle at the point of entry. The
Monthly Premium	agreed amount payable by You by Direct Debit each month in order that cover remains in force under the
Payment	terms and conditions of this policy wording.
Period of Insurance	This is a rolling monthly contract and commences on the purchase of this policy as shown on Your Schedule and continues by periods of one month upon receipt of Your Monthly Premium Payment other than for Extended Warranty (Breakdown) which commences 12 months after purchase of the Equipment .
Schedule	The schedule shown on the certificate of insurance.
Theft	The unlawful taking of Your Equipment against You will by another party, with the intent to permanently deprive You of that property.
Unattended	Not within Your sight at all times and out of Your arms-length reach.
We/Us/Our//Insurer(s)	Means UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE
You(r)	The Person who owns the Equipment as stated on the insurance Schedule or an immediate family member or other person named on the Schedule .

What We will cover

Like all insurance policies, there are key exclusions and conditions. Please refer to these specific paragraphs below:

Theft: If **Your Equipment** is stolen **We** will replace it.

Accidental Damage: **We** will pay repair costs if **Your Equipment** is damaged as the result of an accident.

Breakdown: If a **Breakdown** of **Your Equipment** occurs outside of the manufacturer's guarantee or warranty period **We** will pay the repair costs. If **We** are unable to economically repair **Your Equipment** then, a replacement item will be provided.

Sum Insured

Our maximum liability in respect of any one claim for **Theft, Accidental Damage** and **Breakdown** will be the replacement cost of **Your Equipment** and in any event shall not exceed £1000.

Exclusions

The Insurance does not cover:-

- Theft, Accidental Damage** or **Breakdown** covered by any other insurance or warranty
- Theft** or **Accidental Damage** to the **Equipment**:-
 - whilst left in an unattended motor vehicle unless the **Equipment** is concealed from view and all doors, windows and other openings of the vehicle have been left closed, securely locked and properly fastened with the ignition and other keys removed and such door, window, opening, lock or fastener has been **forcibly and violently** accessed to gain entry
 - whilst left on any motor vehicle roof, bonnet or boot
 - from any property, place or premises unless such **Theft** or damage has occurred through **Forced and Violent entry** or exit
- The first £75 of each and every claim on iPhones. For other phones the policy excess is £50.
- The maximum number of claims that may be made in respect of total loss (either **Theft** or irreparable damage) on any **Equipment**, is two
- Theft where the **Equipment** has been left **Unattended** when it is away from **Your** home.
- Theft** or **Accidental Damage** to the **Equipment** whilst on hire or loan to any third party
- Any costs in excess of the repair or replacement of the Equipment**
- Accidental Damage** or **Breakdown** through negligence, abuse or misuse of the **Equipment** including any incident where the **Equipment** is placed into a washing machine whether accidentally or otherwise
- Accessories to **Your Equipment**.
- Any claim when You are outside the UK for a period of longer than 90 days
- The cost of any claim whatsoever relating to software or any data changes
- Cosmetic damage where the **Equipment** still functions normally
- Loss caused by a manufacturer's defect or recall of the **Equipment**, or any faults or issues that can be traced as being existing prior to the commencement of the policy
- The cost of repairs or replacement carried out by anyone not approved by the **Administrator** and the use of non-approved components
- Any loss of or damage to any data stored on or contained within the **Equipment**
- Theft** or **Accidental Damage** unless a SIM card registered to **You** was in **Your** mobile phone at the time of the incident
- 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

18. Damage or destruction caused by, contributed to or arising from:
 - i. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.
19. Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
20. Loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
 - (a) However, in the event that a peril listed below results from any of the matters described in paragraph above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.
Listed Perils: Fire, Explosion

Conditions

1. If **Your Equipment** is subject to **Theft, Accidental Damage or Breakdown** We will at **Our** own option either pay for the cost of repairs by a qualified engineer authorised by the **Administrator** or replace **Your Equipment** with an item of the same or similar specification subject to availability.
2. Cover is only available if **Your Monthly Premium Payment** has been paid from the start date of this insurance and there are no outstanding payment defaults.
3. **We** may alter the premiums by giving **You** thirty days notice to proportionately reflect legitimate cost increases or reductions associated with insuring **Your Equipment**. This does not affect **Your** statutory rights under this insurance contract. In the event of any increase in premiums **You** have the right to immediately cancel this contract
4. **We** may take legal action against any third party responsible for a loss.
5. **You** must take all reasonable steps to protect and preserve **Your Equipment** and minimise **Our** liability.
6. 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.

Consumer Insurance Act

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.

If **We** obtain evidence which suggests that **You** were careless in providing **Us** with the information **We** have relied upon in setting the terms and premium of this insurance and if **Your** carelessness causes **Us** to provide **You** with insurance cover which **We** would not otherwise have offered or would have offered on different terms and premium, **We** may:

- Give **You** notice in writing that **You** must pay more for **Your** insurance;
- Give **You** notice in writing that the terms of **Your** insurance have changed; or

Cancel this contract of insurance by giving **You** thirty days' notice and return any premium paid for the balance of the remaining term.

If **We** give **You** notice that the terms of **Your** insurance have changed or that **You** must pay more for **Your** insurance, then **You** may give **Us** thirty days' notice in writing if **You** wish to terminate the contract.

Any return premium due to **You** will depend on how long this contract has been in force and whether **You** have made a claim.

If **We** establish that **You** deliberately or recklessly provided **Us** with false information **We** may:

- Treat this insurance as if it never existed;
- Decline all claims; and
- Retain the premium (all or part, unless it would be unfair to do so)

Claims Procedure:

In the event of **Theft** of the **Equipment** **You** must within 24 hours of discovery of the incident notify:

- **Your** telephone service provider to bar **Your Equipment** from further use within 24 hours.
- The police and obtain a crime reference
- The **Administrator** within 48 hours to obtain a claim form either by telephone on (01256) 471387 or by email to claims@wcsinsurance.co.uk, or complete a claim form online at <https://wcsinsurance.co.uk/>

You must fully complete the claim form and return it to the **Administrator** together with documentary proof of the crime reference and proof of any forced entry (where applicable).

In the event of damage or **Breakdown** outside of the manufacturer's warranty **You** must within 48 hours of discovery of the incident notify the **Administrator** on (01256) 471387 to obtain a claim form or complete a claim online at <http://claims.wcsinsurance.eu/>

You must fully complete the claim form and return it to the **Administrator** and send the **Equipment** by Royal Mail Special Delivery to **Our** authorized repairer whose address is shown on the claim form, who will then arrange repairs.

Claims will only be considered if **Your Monthly Premium Payment** has been paid from the start date of this insurance, up to and including the month in which the claim occurred and there are no outstanding payment defaults.

You must supply the **Administrator** with any receipts or documentation requested in the event of a claim.

Cancellation

If **You** decide that for any reason, this Policy does not meet **Your** insurance needs then please return it to the **Administrator** within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full.

Thereafter **You** may cancel the insurance cover at any time by informing the **Administrator** however no refund of premium will be payable

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) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Complaints Procedure

It is the intention to give **You** the best possible service but if **You** do have questions or concerns about this insurance or the handling of a claim **You** should write to the Customer Service Manager at Warranty & Creditor Services, 6 Faraday Office Park, Faraday Road, Basingstoke, RG24 8QQ stating the nature of **Your** complaint and **Your** policy number.

If **You** are not satisfied with the outcome **You** may subsequently approach the Customer Relations Department UK General Insurance Limited Cast House, Old Mill Business Park Gibraltar Island Road, Leeds LS10 1RJ

Telephone: 0345 218 2685

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 €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at: Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: 0300 123 9123. 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.

Compensation

Great Lakes Reinsurance (UK) SE 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 www.fscs.org.uk.

Data Protection Act 1998

Warranty & Creditor Services do not pass any personal data about **You** to any third parties without **Your** consent. When **You** apply for insurance and/or make a claim, **You** will be required to disclose relevant personal data about **You** to Warranty & Creditor Services 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 may be shared with other insurance providers, for the purpose of preventing fraudulent claims. All information provided by **You** will be used by Warranty & Creditor Services, its agents and associated companies, other insurance providers, regulators, industry and public bodies including the police, to process this insurance, handle claims and prevent fraud.