

Insure and Smile Gadget Insurance – Policy

INTRODUCTION

The policy is a contract **you** have made with **us**. In return for the payment of **your** premium **we** will provide insurance cover for **your electronic equipment** during the **period of cover** as stated in the **certificate**, subject to the terms and conditions of the policy.

This policy is available on an annual basis but can be paid monthly or annually, and is only in force if you have paid the appropriate premium depending on the **period of cover you** have chosen in **your application form**.

The policy sets out all the circumstances in which **you** can make a claim, it does not protect **you** against everything that can happen, **you** should pay particular attention to the conditions and exclusions listed below.

This insurance is arranged by Supercover Insurance Ltd with UK Underwriting Limited on behalf of: Fortis Insurance Limited, Registered in England No.354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Supercover Insurance Ltd, Insure & Smile, UK Underwriting Limited and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

This product meets the demands and needs of those who wish to ensure that they will be covered in the event that a portable electronic device is either, stolen, damaged or breaks down, within or away from the home, during the policy term.

For **your** protection telephone calls may be recorded and may be monitored.

DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in bold in this **certificate**.

Accidental Damage – Sudden, unexpected and visible damage that has not been caused on purpose.

Application form – The form **you** completed which describes **you** and **your electronic equipment** and all information relevant to the cover **you** have asked for.

Breakdown – Sudden and unforeseen malfunction of the **electronic equipment**

Certificate – The document which describes **you**, **your electronic equipment** and any details of **your** policy that relate to **you**.

Electronic equipment – the single or multi item/s, including accessories supplied as standard by the supplier, insured by this **certificate**, purchased by **you** and provided by a supplier approved by **us**.

Immediate family – your mother, father, spouse, domestic partner and children who **you** are responsible for.

Period of cover – Monthly option - 1 (one) calendar month from the inception date, renewing monthly on the same day each month (the last day of the month will apply appropriately to each month) provided the monthly premium is paid if **you** have chosen the monthly option.

Annual option – The period starting and ending on the dates shown in **your certificate** provided the annual premium has been paid.

Reasonable precautions – all measures that it would be reasonable to expect a person to take in the circumstances to prevent **accidental damage** or **theft** of **your electronic equipment**.

Repair/replace/replacement – Cover is for **repair** or equivalent **replacement** only. If the **electronic equipment** cannot be replaced with identical **electronic equipment** of the same age and condition, **we** will **replace** it with equipment of comparable specification or the equivalent value taking into account the age and condition of the original **electronic equipment**. For equipment less than 6 months old that cannot be economically **repaired** **we** will **replace** with identical new equipment, if identical new equipment is not available **we** will **replace** it with one of comparable specification and value.

Single article limit – the maximum amount **we** will pay per item stated on **your certificate**.

Terrorism means any act of any person or organization involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

Theft – the unlawful and permanent removal of **your electronic equipment**.

Unattended – not within **your** sight at all times unless in a locked building or locked vehicle boot or compartment.

We, us, our – UK Underwriting Ltd, on behalf of Fortis Insurance Limited

You, your – the person and **Immediate family**, who owns the **electronic equipment** as stated on the **application form** and **certificate**.

A. Accidental Damage

WHAT WE WILL COVER

We will pay for **repair** or **replacement** costs if **your electronic equipment** is damaged as the result of an accident.

WHAT WE WILL NOT COVER

An excess fee for all claims which must be paid before your claim can be approved. If your claim is for a laptop, there is a £75 excess fee for each claim.

If your claim is for an iPhone, the excess fee is £100 for any claim. For all other items, there is an excess fee of £25 for UK claims and £75 for international claims.

Accidental Damage caused by:

- **you** deliberately damaging or neglecting the **electronic equipment**;
- **you** not following the manufacturer's instructions;
- routine servicing, inspection, maintenance or cleaning;
If the serial number has been tampered with in any way;
- the use of accessories not supplied with the electronic equipment at the time of purchase.

B. Theft

WHAT WE WILL COVER

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

In the event of the **theft** of **your electronic equipment** with sim card capability, **we** will pay for unauthorized call use up to the maximum value of £1000.

WHAT WE WILL NOT COVER

An excess fee for all claims which must be paid before your claim can be approved. If your claim is for a laptop, there is a £75 excess fee for each claim.

If your claim is for an iPhone, the excess fee is £100 for any claim.

For all other items, there is an excess fee of £25 for UK claims and £75 for international claims.

Theft:

- from any convertible or soft top vehicle;
- from any motor vehicle where you or someone acting on **your** behalf is not in the vehicle, unless the **electronic equipment** 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;
- from any building, land or premises unless force, resulting in damage to the building or premises, was used to gain entry or exit;
- from **your** control or the control of any member of **your immediate family**, except where it has been concealed either on or about the person and not left **unattended**, or the use of physical force or violence against the person has been used or threatened;
- where the **electronic equipment** has been left **unattended** when it is away from **your** home;
- if the serial number has been tampered with in any way.

Any **theft** not reported to the police within 24 hours and a crime reference number obtained.

If the original SIM card was not in a mobile phone or PDA at the time of the **Theft**

Any unauthorised calls where the **theft** has not been reported to **your** service provider within 12 hours of **you** discovering the **theft**

C. Breakdown

WHAT WE WILL COVER

Electrical or mechanical **breakdown** that occurs outside the manufacturer's guarantee period.

WHAT WE WILL NOT COVER

An excess fee for all claims which must be paid before your claim can be approved. If your claim is for a laptop, there is a £75 excess fee for each claim.

If your claim is for an iPhone, the excess fee is £100 for any claim

For all other items, there is an excess fee of £25 for UK claims and £75 for international claims.

Repair or other costs for:

- routine servicing, inspection, maintenance or cleaning;
 - loss caused by a manufacturer's defect or recall of the **electronic equipment**;
 - replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
 - repairs carried out by persons not authorised by us;
 - if the serial number has been tampered with in any way.
 - wear and tear or gradual deterioration of performance.
- . 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.
- . Any breakdown relating to laptops.

SETTLING CLAIMS

Provided the **Accidental damage, Theft or Breakdown** is covered under **your** policy, **we** will settle the claim as explained below, subject to the maximum amount(s) payable identified in the policy or **certificate**.

1. Cover is for **repair** or equivalent **replacement** only. If the **electronic equipment** cannot be replaced with identical **electronic equipment** of the same age and condition, **we** will **replace** it with equipment of comparable specification or the equivalent value taking into account the age and condition of the original **electronic equipment**. For equipment less than 6 months old that cannot be economically **repaired** **we** will **replace** with identical new equipment, if identical new equipment is not available **we** will **replace** it with one of comparable specification and value.

2. If, when the **Accidental Damage, Theft or Breakdown** happens, the **sum insured** is less than the cost of **repair** or **replacement** as described in (1) above **we** will only pay up to the **single article limit** per item shown in **your certificate**.

3. This cover is limited to one replacement per year.

4. If **you** pay for **your** insurance monthly and make a claim **you** will be required to pay the remainder of the annual premium before **we** can process **your** claim.

CONDITIONS WHICH APPLY TO YOUR WHOLE POLICY

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 **electronic equipment** bought and used in the UK, the Isle of Man and the Channel Islands. Cover is extended to include use of the **electronic equipment** anywhere in the world up to a maximum of 60 days in total, in any single 12 month period, for monthly policies the first 12 month period starts on the first day of cover shown in **your certificate**, future 12 month

periods start on each subsequent 12 month anniversary of **your** policy, subject to any repairs being carried out in the UK by repairers approved by **us**.

3. The **electronic equipment** must be less than 18 months old with valid proof of purchase (not from online auctions) when the policy is started.

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 **us**, giving **you** 30 days notice in writing.

6. **We** may cancel the policy by giving **you** 30 days notice in writing.

7. **You** may cancel the policy by giving **us** 30 days notice in writing.

8. Upon cancellation if **you** have paid an annual premium **you** will be entitled to a refund equating to the **period of cover** remaining under the policy after the 30 day notice period, provided **you** have not made a claim in the current **period of cover**.

9. **You** cannot transfer the insurance to someone else or to any other **electronic equipment** without **our** written permission.

10. **You** must take all **reasonable precautions** to prevent any loss or damage.

11. The **Application form** together with the **certificate** and this policy form an agreement between **you** and **us**. If having examined **your** policy **you** decide not to proceed with the insurance, **you** will have 14 days to cancel it starting on the day **you** receive the policy documentation or the start date of the **period of cover** which ever is the later.

12. **You** must advise **us** immediately upon **you** moving house or changing the billing address advised to **us** on **your application form**.

EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY

1. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

2. Any loss resulting from the **Electronic equipment** being left on any motor vehicle roof, bonnet or boot;

3. Any kind of damage whatsoever unless the damaged **electronic equipment** is provided to **us** for repair.

4. Any expense incurred as a result of not being able to use the **electronic equipment**, or any loss other than the repair or replacement costs of the **electronic equipment**.

5. 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. .

6. Any **Accidental damage, Theft** or **Breakdown** occurring before cover starts or arising from an event before cover starts.

7. Any **Accidental damage, Theft** or **Breakdown** caused deliberately by **you** or **your Immediate family** or anyone using the **Electronic equipment** with **your** consent.

8. Reconnection costs or subscription fees of any kind.

9. The cost of replacing any personalised ring tones or graphics, downloaded material or software.

10. War Risk - 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.

11. Terrorism – any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism**.

12. Nuclear Risk Damage or destruction caused by, contributed to or arising from:

a. ionizing 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.

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

14. Loss of Data or Software Any loss of or damage to information or data or software contained in or stored on the **electronic equipment** whether arising as a result of a claim paid by this insurance or otherwise.

15. Any other costs that are directly or indirectly caused by the event which led to **your** claim unless specifically stated in this policy.

16. Liability of whatsoever nature arising from ownership or use of the **electronic equipment**, including any illness or injury resulting from it.

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

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 of (if later) within 14 days of **you** receiving the insurance documents.

Cancellation after the withdrawal period

If **you** wish to cancel **your** insurance after the initial period **you** can do so by writing to Insure & Smile, 602 Cumberland House, 80 Scrubs Lane, London, NW10 6RF, or by telephoning 0871 222 3229, or by emailing claims@supercoverinsurance.com

An administration fee shall be due equal to 25% of the annual premium with a minimum fee applying of £10.

Your right to complain

Our goal is to give excellent service to all **our** customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all **our** customers problems promptly. To ensure **we** provide the kind of service **you** expect **we** welcome **your** feedback. **We** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

In the first instance **you** must notify Insure and Smile at the address shown below if **you** have a complaint.

The Customer Services Director

602 Cumberland House, 80 Scrubs Lane, London, NW10 6RF

Tel: 0871 222 3229

Fax: 0871 222 3228

Email sales@insureandsmile.com

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response. **We** will acknowledge **your** complaint within 3 working days of receipt.

We aim to resolve complaints within 10 working days.

Once an assessment and full investigation of your concerns has been made, **we** will respond with a decision.

In the event you remain dissatisfied and wish to make a complaint, you can do so by contacting the following:

The Customer Relations Manager,

UK Underwriting Limited

Cast House,

Old Mill Business Park,

Gibraltar Island Road,

Leeds,

LS10 1RJ.

Tel: 0845 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 €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
Docklands,
London,
E14 9SR.
Tel: 0845 080 1800

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.

Data Protection

It is understood by **you** that any information provided to **us** regarding **you** will be processed by **us** in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Information about **you, your application form and certificate** issued may be retained by **us** on **our** computers, and, that information may be disclosed to and/or recorded by other persons for the purpose of **our** business.

In all cases **we** will ensure it is kept securely and only used for the purposes for which **you** provided it.

COMPENSATION SCHEME

Fortis 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 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

Law applicable to this contract

You and we are free to choose the law applicable to this contract but in the absence of agreement to the contrary the law of the country in which **you** are resident at the time of the contract will apply. If **you** are not resident in the United Kingdom, the law that will apply will be the law of England and Wales.

Making a Claim

What to do if your property is damaged, stolen or breaks down – contact the Claims Department on **Telephone: 0871 222 3229**

In the event of a claim you must:

- Report the theft to the police within 24 hours of discovery
- Report the theft of a mobile phone / PDA to your Service Provider immediately, but in any case within 12 hours of discovery
- If your claim relates to a faulty item, the faulty item must be provided
- Contact us within 48 hours of discovery of any claim – advising you are a customer of Insure and Smile Direct and quoting your certificate number

Failure to comply with the above may result in your claim being delayed or rejected

Once all the requested information has been received we will process your claim within **48** hours

Useful Addresses and Telephone Numbers

For general enquiries or to make a complaint:

Insure and Smile
602 Cumberland House, 80 Scrubs Lane, London NW10 6RF

Tel: 0871 222 3229 Fax: 0871 222 3228

To make a claim:

Claims Department
602 Cumberland House
80 Scrubs Lane
London
NW10 6RF

Telephone: 0871 222 3229