

POLICY DOCUMENT – Adrian Flux Insurance

This document contains the full terms and conditions of your insurance policy.

This insurance is arranged by Adrian Flux Insurance and Supercover Insurance Ltd with UK General Insurance Limited on behalf of: Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA. With effect from 1st October 2013 the registered address of Ageas Insurance Limited is Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

Adrian Flux Insurance, Supercover Insurance Ltd, 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.fsa.gov.uk/register/home.do or by contacting them on 0800 111 6768.

Your demands and needs

This policy meets the demands and needs of those who wish Insurance against the cost of replacing hand-held gadgets that are stolen, lost, break down or are damaged accidentally.

A INTRODUCTION

In return for the payment of **your** premium **we** will provide insurance for **your gadget** during the **period of cover**, subject to the terms, conditions, and limitations shown below or as amended in writing by us.

This is an annual insurance policy. Unless **we** have agreed differently with **you**, English law and the decisions of English courts will govern this insurance.

B DEFINITIONS

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

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

Gadget– the portable items insured by this policy, which were purchased as new by **you**. The items can be any of the following; mobile phone (including iPhone), iPad, Tablet, satellite navigation unit, iPod, MP3 player, laptop, camera, portable DVD player, portable gaming consoles, LCD monitors.

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 gadget/s**.

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.

Period of Cover – This insurance will run until the expiry date stated on your Certificate.

Proofs 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**. **Gadgets** must be less than 36 months old when the policy is started.

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

We, us, our – Ageas Insurance Limited.

You, your – the person, who is named as the policyholder on the Insurance Certificate.

C WHAT IS COVERED?

We will cover **your gadgets** up to a maximum value of £1000 per claim and up to a maximum of 2 claims within any twelve month period for the following:

1 Accidental Damage

We will pay repair costs if **your gadget** is damaged as the result of an accident. If **your gadget** cannot be repaired, we will replace it

2 Theft

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

3 Accidental Loss

If **you** lose **your mobile phone** **we** will replace it. No other **gadget** is insured for **accidental loss**.

4 Breakdown

We will pay repair costs if **your gadget** is damaged as a direct result of electrical or mechanical breakdown occurring outside of the manufacturers guarantee period. If your **gadget** cannot be repaired, **we** will replace it. This cover is not available on laptops.

5 Worldwide Cover

Your gadget is covered for up to 90 days abroad within any 12 month period. Replacement or repair can only be dealt with once **you** are back in the UK.

6 Fraudulent Call Cover

If your mobile phone is **accidentally lost** or stolen and is used fraudulently, **we** will reimburse **you** for the costs upon receipt of **your** itemised bill up to the maximum value of £2500.

D WHAT IS NOT COVERED?

Theft/loss

You will not be covered for theft or loss;

- 1 from any motorbike or motor vehicle where **you** or someone acting on **your** behalf is not in / with the vehicle, unless the **gadget** has been concealed in a closed boot, locked pannier, 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. Damage must be caused by the thief and evidence provided with **your** claim;
- 2 from any building, land or premises unless force, resulting in damage to the building or premises, was used to gain entry or exit, evidence of which must be provided with **your** claim;
- 3 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;
- 4 where the **gadget** has been left **unattended** when it is away from your home;
- 5 where **precautions** have not been taken;
- 6 the first £60 of each theft claim and the first £60 of each **accidental loss** claim.

Accidental damage/Breakdown

You will not be covered for loss or damage caused by;

- 1 **you** deliberately damaging or neglecting the **gadget**;
- 2 **you** not following the manufacturer's instructions;
- 3 routine servicing, inspection, maintenance or cleaning;
- 4 loss caused by a manufacturer's defect or recall of the **gadget**;
- 5 repairs carried out by persons not authorised by us;
- 6 the first £60 of each accidental damage or breakdown claim.

General exclusions

Cover will not be provided for;

- 1 Any **gadget** for which **you** cannot provide an original receipt or 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**. **Gadgets** must be less than 36 months old when the policy is started.
- 2 **Your** SIM card or the theft or **accidental loss** of a mobile phone if a SIM card registered to **you** was not in **your** mobile phone at the time of the incident.
- 3 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**.
- 4 The first £60 of each theft or accidental damage claim or the first £60 of each **accidental loss** claim
- 5 Loss of or damage to accessories of any kind.
- 6 Reconnection costs or subscription fees of any kind.
- 7 **Accidental Loss** where the circumstances of the loss cannot be clearly identified, i.e. where **you** are unable to confirm the time and place where **you** last had **your gadget**.
- 8 **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.
- 9 **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.
- 10 **Sonic Boom**
Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
- 11 **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.
- 12 Any indirect loss or damage resulting from any event which caused a claim under this policy
- 13 Liability of whatsoever nature arising from ownership or use of the **gadget/s**, including any illness or injury resulting from it.
- 14 The **gadgets** must be less than 36 months old with valid **proof of purchase** when the policy is started. This insurance does not cover **gadgets** purchased outside of the UK, or any **gadgets** purchased second hand.
- 15 Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.

E HOW CAN I CLAIM?

How to make a claim

Telephone Supercover on **0844 847 4420**, Monday to Friday 9am to 6pm. Calls made from BT Landlines are charged at 5p per minute, mobiles and other Networks may cost more.

If your **gadget** is lost or stolen **you** need to do the following

- 1 Notify Supercover Insurance as soon as possible but in any event within 48 hours of any incident likely to give rise to a claim under this insurance;
- 2 Report the theft or **accidental loss** of any **gadget** to the Police within 48 hours of discovery and obtain a crime reference number in support of a theft claim or a lost property number in support of an **accidental loss** claim;
- 3 Report the theft or **accidental loss** of any mobile phone, within 24 hours of discovery to **your** Airtime Provider and blacklist **your** handset;
3 0778 233 3333 BT Mobile 0800 032 2111 O2 08705 214 000 Vodafone 0783 619 1191
Orange 0797 310 0150 T-Mobile 0845 412 5000 Virgin 0845 600 0789 EE 07953966250
- 4 If **your gadget** is damaged **you** must provide this item for inspection / repair.

F CONDITIONS

Replacement

This policy is not a replacement as new policy. If the **gadget** cannot be replaced with identical **gadget/s**, we will replace it with one of comparable or better specification or the equivalent value.

Claims conditions

- 1 **You** must inform the police within 48 hours of discovery of any incident relating to theft, **accidental loss** or malicious damage, and obtain an incident report number. If the **gadget** is a mobile phone, **you** must also report the incident to **your** airtime provider.
- 2 **You** must 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 rateable proportion of the claim may be recovered direct from these insurers.
- 3 **You** must provide **proof of purchase** for **your gadget** to support any claim, and any other receipts or documents that it is reasonable for **us** to request. If you cannot provide **proof of purchase** your claim will not be valid.
- 4 **You** must pay the policy excess of £60 for any damage or theft claims and £60 for any **accidental loss** claim before **your** claim will be processed.

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 will consider this as fraud. Details of all such cases will be passed to appropriate agencies for action.

The **gadgets** must be less than 36 months old with valid **proof of purchase** when the policy is started. This insurance does not cover **gadgets** purchased outside of the British Isles, or any **gadgets** purchased second hand

You cannot transfer the insurance to someone else without **notifying us** in writing and receiving confirmation from **us**.

G CANCELLATION

- 1 **Your** right to change **your** mind. **You** may cancel the insurance, without giving a reason, by calling the number shown on your correspondence within 14 days of it starting or (if later) within 14 days of you receiving the insurance documents. A full refund will be provided
- 2 If **you** wish to cancel **your** insurance outside the first 14 days you can write to Adrian Flux Insurance, East Winch Hall, Kings Lynn, Norfolk, PE32 1HN. No refund will be given.
- 3 **We** may cancel the policy by giving **you** 7 days notice in writing.

H 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

I COMPLAINTS

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:

602 Cumberland House
80 Scrubs Lane
London
NW10 6RF

Tel: 0844 847 4420 (Calls made from BT Landlines are charged at 5p per minute, mobiles and other Networks may cost more)

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, **you** can do so by contacting the following:

The Customer Relations Manager

UK General Insurance 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

J 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 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

K DATA PROTECTION ACT 1998

Supercover Insurance Ltd ('Supercover') 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.

THE CHECKS WE MAKE AND SHARING INFORMATION WITH OTHER ORGANISATIONS

Under the Data Protection Act 1998 **we** are required to tell **you** the following information. It explains how **we** may use **your** details and tells **you** about the systems **we** have in place that allow **us** to detect and prevent fraudulent applications and claims. The savings that **we** make help **us** to keep premiums and products competitive.

Insurance Administration

Information **you** supply may be used for the purposes of insurance administration by Supercover Insurance Limited, **your** insurers and their agents and re-insurers. In assessing any claims made, **we** may undertake checks against publicly available information such as electoral roll, county court judgement, bankruptcy or repossessions. Information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators.

Fraud Prevention, Detection and Claims History

In order to prevent and detect fraud **we** may at any time share information about **you** with other organisations and public bodies including the Police. **We** may check and/or file your details with fraud prevention agencies and databases, and if **you** give us false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;

- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;

- Check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;

In addition **we** may undertake credit searches and conduct additional fraud searches (this may include requests for copy driving licences, utility bills and other documentation to establish the identity of any person applying for insurance).

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help **us** to check information provided and also to prevent fraudulent claims. Under the conditions of **your** policy **you** must tell **us** about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When **you** tell **us** about an incident **we** will pass information relating to it to these databases. **We** may search these databases when **you** apply for insurance, in the event of any incident or claim, or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.

Other Insurers

Supercover Insurance Limited and **your** insurers may pass information about **you** and this policy to other insurance companies with which **your** insurers reinsure their business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies may be located in countries outside the UK but within the European Economic Area ("EEA").

On payment of a small fee **you** are entitled to receive a copy of the information **we** hold about you. If you have any questions, or **you'd** like to find out more about this notice **you** can write to the Data Protection Officer, Supercover Insurance Limited, 602 Cumberland House, 80 Scrubs Lane, London, NW10 6RF