

# Gadget Insurance policy

## Terms & Conditions

### Standard

## Contents

IMPORTANT INFORMATION .....	3
ABOUT US AND OUR INSURANCE SERVICES .....	3
1-Introduction .....	4
2-Definitions.....	6
3-General Conditions .....	8
4-Summary of Insurance policy.....	11
5-Exclusions.....	12
6-Making a claim. ....	14
7-Making an enquiry or complaint.....	15
Privacy Notice .....	17
Important Contact Details.....	19

## DEMANDS AND NEEDS STATEMENT

Whilst reading this Demands and Needs Statement, You may wish to refer to the Definitions in Section 2 of this document if there are phrases you do not understand.

Gadget insurance has been designed for customers who wish to insure their Gadget against Accidental Damage, Theft, and Mechanical and Electrical breakdown.

The level of cover You have may vary depending on the Gadget covered and will be based on the options You selected when You purchased the insurance policy. An Excess fee will apply: this is the fixed amount for any insurance claim that You must pay in full before We process your claim.

You may already possess alternative insurance for some, or all of the features and benefits provided by this Gadget insurance policy. It is Your responsibility to investigate this.

We have only provided You with information and have not provided You with any recommendation or advice about whether this coverage for the Gadget meets Your specific insurance demands and needs.

Gadget insurance does not cover everything. You should read this insurance policy carefully to make sure it provides the cover You need.

What is not covered under this insurance policy:

- Pre-existing damage or fault with Your Gadget;
- Cosmetic damage;
- Damage as a result of wear and tear;
- Consumable parts;
- Gross Negligence;
- Damage caused by external events other than drop; fall; impact; liquid;
- Faulty software or software / data retrieval;
- Pixel defects not covered by the manufacturer's guidelines;

When making a claim, We may ask You to:

- verify if the Gadget is still covered by the manufacturer's warranty. If so, You will need to contact the manufacturer for any Mechanical Breakdown claim.
- provide evidence of your Proof of Purchase of the Gadget when making a claim under this insurance policy. Please keep this document in a safe place.
- Provide Proof of Usage of the SIM enabled Gadget up to the time of the claim.

## IMPORTANT INFORMATION

### In the event of a claim (section 6-Making a claim)

In the event of a claim, You must give accurate answers to the best of Your knowledge, to the questions We ask. If You do not answer the questions truthfully it could result in Your insurance policy being invalid and could mean that all or part of a claim may not be paid.

### Contracts (Rights of Third Parties) Act 1999

We, the Insurer and You do not intend any term of this insurance policy to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

### Cancellation Rights

If Your cover does not meet Your requirements, please notify Us within 14 days of receiving Your insurance policy confirmation. You may be eligible for a refund of your premium.

You can contact Us by calling 0333 999 7901 or writing to:  
Burnett & Associates Limited 3000 Lakeside,  
North Harbour,  
Western Road, Portsmouth. PO6 3FQ.

If during this 14 day period You made a claim or intend to make a claim then We will not refund Your Premium if You wish to cancel Your insurance policy.

You may cancel the insurance policy at any time after the initial 14-day-cooling-off period. If You cancel following the 14-day-cooling-off period, Your cover will continue until the end of the month for which You have already paid, there will be no refund of Premium because You will only have paid for the cover You have already received.

### International Sanctions

This insurance policy will not provide any cover or benefit to the extent that either the cover or benefit would violate any applicable sanction, law or regulations of the United Kingdom, the United Nations, the European Union, United States of America or any other applicable economic or trade sanction, law or regulations.

We decline claims to persons, companies, governments and other parties to whom this is prohibited under national or international agreements or sanctions.

## ABOUT US AND OUR INSURANCE SERVICES

### 1. Whose products we offer

We are an insurance intermediary that offers various products. This product is underwritten by AWP P&C S.A. which is a French company authorised in France, acting through its UK Branch.

## 2. The services we will provide you with

We have not provided You with a personal recommendation as to whether this insurance policy is suitable for Your specific needs, so You must decide for Yourself whether it is or not. You must make a reasoned decision based on the information provided and can cancel this insurance at any time should You decide the cover is no longer suitable. In the event that You do cancel this insurance after the cooling off period, We will not reimburse the Premium.

## 3. What you will pay us for this service

You will only pay Us the premium for Your insurance policy. You will not pay Us a fee for arranging this on Your behalf. We are paid for our services to You by the insurance company, AWP P&C S.A.. The nature of such payment is a mixture of commission and other fees based on Our costs for administering Your insurance policy.

## 4. Who regulates us

Your insurance policy is distributed by Insurance 2 Go Business which is a trading name of Square Pound Limited and administered by Burnett & Associates Limited who are authorised and regulated by the Financial Conduct Authority under registration number 305511. This can be checked on the FCA's register by visiting the FCA's website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

Your insurance policy is underwritten by AWP P&C S.A. is a company registered in France with ID No. 519490080 RCS Paris, Registered Office 7 Rue Dora Maar, 93400 Saint-Ouen, France acting through its UK Branch, AWP P&C, registered in the United Kingdom. Registered Branch No. BR015275. Registered Office: 102 George Street, Croydon CR9 6HD. Authorised and regulated by L'Autorite de Controle Prudentiel et de Resolution in France. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority under register number 534384 and limited regulation by the Prudential Regulation Authority

## 5. What to do if you have a complaint

For all complaints, please see the 'Making an enquiry or complaint' section of this insurance policy.

## 6. Cover under the Financial Services Compensation Scheme (FSCS)

For Your added protection, AWP P&C S.A. is covered by the FSCS. You may be entitled to compensation from the scheme if the Insurer cannot meet their obligations to You, such as not being able to pay a claim.

The scheme covers 90% of any claim to do with Us advising or and arranging this insurance policy, with no upper limit. Further information about the compensation scheme arrangement is available from the FSCS, telephone number 0800 678 1100 or 020 7741 4100, or by visiting their website at [www.fscs.org.uk](http://www.fscs.org.uk).

# 1-Introduction

Thank You for choosing this Gadget insurance policy to protect Your Gadget.

### General Information

These Terms & Conditions together with Your Certificate of Insurance form the insurance contract between You and Us, which will be referred to as the insurance policy. In case of conflicts, the Certificate of Insurance shall apply first and then the Terms & Conditions, in that order.

We have tried to make these documents simple and easy to understand while also clearly describing the Terms & Conditions of Your coverage.

This insurance policy has been issued based on the information You provided and the options You selected at the time of purchase.

In return for payment of the Premium and Your compliance with all Terms and Conditions of this insurance policy We will provide the insurance described in this insurance policy. If we do not say that something is covered, You should assume that it is not covered.

You will also notice that some words are capitalised. These words are defined in the “Definitions” section. Headings are provided for convenience only and do not affect Your coverage in any way.

It is important that You retain Your original Proof of Purchase (original invoice, receipts and any supporting documentation of Your purchase of the Gadget) of the Gadget as this forms part of the contract between You and Us.

#### **Can the Insurance policy be transferred to a different object?**

The insurance policy can be transferred to a different Gadget subject to Our approval.

This Gadget Insurance does not cover You for Cosmetic Damage which does not affect the functionality of the Gadget such as scratches, dents, and discolouration.

Please take time to read all parts of the insurance policy to make sure it meets Your needs and that You understand the cover provided, the general exclusions and general conditions that apply.

If You wish to change Your details or Your insured Gadget or if there is anything You do not understand, or any statement is incorrect, please contact Us by email at [Customerrelations@spbuk.com](mailto:Customerrelations@spbuk.com) or via phone 0333 999 7901.

#### **Eligibility**

The insurance policy is valid for Gadgets purchased in Your Country of Residence: the United Kingdom.

This insurance policy is only valid for individuals / companies whose permanent Country of Residence is the United Kingdom and Your business which is registered within the United Kingdom. Please note that this must remain as Your Country of permanent Residence throughout the Period of Insurance in order for Your insurance policy to be valid. If you are unsure if you meet this eligibility requirement, please see the definitions in Section 2 of these Terms and Conditions.

#### **Parties to this Insurance policy**

- **Insurer:** AWP P&C S.A..
- **You / Your / Policy Holder / Insured Person / Beneficiary:** You, the Policy Holder must be the sole owner of the gadget with appropriate Proof of Purchase as stated on Your Certificate of Insurance as ‘the Insured’ or an Authorised User of the insured.
- **Us / We / Our / Administrator:** Burnett & Associates Limited, acting on behalf of the Insurer.

We understand that certain situations can make managing insurance matters more challenging. If You find it difficult to understand or engage with Our services due to personal circumstances such as a vulnerability, or any other reason, please call Us and inform one of Our agents. Our team is trained to recognise and respond to the needs of all customers, ensuring that You are treated with the utmost care and respect.

## 2-Definitions

The general definitions of terms or phrases used within the documents of insurance policy, are explained below and have the same meaning wherever they appear. The terms are identified with capitalised letter(s) in the text of this insurance policy.

Term	Definition
<b>Accessories</b>	Items such as chargers, wireless chargers, protective cases, carrying cases, wireless headphones and hands-free mounting kits but excluding the SIM card which are used in conjunction with Your Gadget.
<b>Accidental Damage</b>	Damage caused by an unexpected and non-deliberate event occurring at a definable time and place and impairing the functionality or safe use of the Gadget. It can be caused by drop; fall; impact; liquid.
<b>Administrator/We/Us/Our</b>	Burnett & Associates Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3FQ. Tel No: 0333 999 7901 (local rate call). The Administrator administers this insurance policy on behalf of the Insurer.
<b>Authorised User</b>	Any registered Employee of Yours who have been given Your express authorisation to use the Gadget.
<b>Certificate of Insurance</b>	Details the Policy Start Date of the insurance policy and the Gadget.
<b>Cooling-off Period</b>	The 14-day period during which You can change Your mind and cancel this insurance policy.
<b>Consumable Parts</b>	Gadget parts that can be replaced by You as detailed in the manufacturer's operating guidelines, the replacement of which might be required to restore the functionality of the Gadget.
<b>Cosmetic Damage</b>	Any damage that does not impact the Gadget's safe usage or functionality including gouges, scratches, kinks, dents and discolouration or any other cause as determined by Us.
<b>Country of Residence</b>	The country where You have Your main home and spend more than 6 months of the year. The Country of Residence is the United Kingdom.
<b>Employee</b>	Any person residing in the United Kingdom employed by You for wages or salary.
<b>Excess</b>	Fixed amount of an insurance claim that You must pay before We settle Your claim.
<b>Explosion</b>	The sudden expulsion of energy caused by the propensity of gases or vapours expanding outwards.
<b>Fire</b>	A fire that starts accidentally or spreads on its own from where it began.
<b>Gross Negligence</b>	A voluntary disregard of the need to use reasonable care by You or by a user of the Gadget.
<b>High Voltage</b>	Electric potential large enough to cause injury or damage to the Gadget.
<b>Insurer</b>	AWP P&C S.A. UK Branch.
<b>Gadget</b>	Your new or refurbished Gadget purchased by You or supplied to You, with a 12 month warranty from a VAT registered UK supplier. Gadgets covered under this policy are Mobile Phones, Tablets, Laptops or Desktops.
<b>Gadget Purchase Date</b>	The date on which the Gadget was purchased new or refurbished with a 12 month warranty from a UK VAT registered supplier from a retailer.
<b>Lightning</b>	The direct transfer of lightning to the Gadget.
<b>Limit of Liability (Indemnity)</b>	The maximum amount We will pay for repairs or replacement, up to the Original Purchase Price of Your Gadget as stated in the Certificate of Insurance.
<b>Mechanical or Electrical Breakdown</b>	Sudden and unforeseen breakdown or failure of a component which requires immediate repair or replacement for the functionality or safe use of Your Gadget.
<b>Original Purchase Price</b>	The purchase price of Your Gadget as stated on Your Proof of Purchase (including VAT). The Original Purchase Price does not mean the Gadget's official list price of the manufacturer. If the purchase price of the Gadget cannot be determined because it is bought in combination with other products or services, the list price

	of the manufacturer as at the Gadget Purchase Date will be the Original Purchase Price.
<b>Period of Insurance</b>	The duration of the insurance policy which is stated on the Certificate of Insurance.
<b>Permanent UK Resident</b>	A permanent UK resident means you live in the UK and are either a UK Citizen, or you have received the appropriate documents from the Home Office showing you can live, work and have settled in the UK permanently. Essentially, you are authorised to stay in the UK indefinitely and without the need to reapply to the Home Office for an extension.
<b>Policy Expiry Date</b>	The date of termination of the insurance contract for Your Gadget As notified to You by Us.
<b>Policy Start Date</b>	The date from which Your Gadget is insured by Us as shown on the Certificate of Insurance.
<b>Premium</b>	The amount to be paid by You for Your insurance cover. It includes insurance premium tax at the prevailing rate.
<b>Proof of Purchase</b>	A Proof of Purchase (e.g. named and dated VAT invoice) is the document that proves that Your Gadget was purchased by You on the Gadget Purchase Date. The document has to include certain means of identification of the Gadget, including manufacturer, type / model, serial number and/or IMEI number and your details.
<b>Proof of Usage</b>	Evidence that the SIM enabled mobile phone has been in use since the policy started: <ul style="list-style-type: none"> <li>Your Network Provider can give You this Information.</li> </ul>
<b>Reasonable Precautions</b>	All measures that You would take if you were acting as though You did not have this Gadget Insurance and would be deemed appropriate to expect You to take in the circumstances to prevent Accidental Damage or Theft of Your Gadget. In addition, you must not leave your Gadget unattended if it is in a place where it is accessible to the general public. We will not pay any claims where the Gadget left unattended in publicly accessible places. You must act as though you are not insured.
<b>Refurbished</b>	A Gadget restored by an UK VAT registered retailer to its original condition in terms of performance and appearance supplied with a 12 month warranty.
<b>Serial Number</b>	The unique identification number that will be used to identify the gadget.
<b>Terms &amp; Conditions</b>	Details the general rules applicable to all contracts. You will find listed here the general exclusions and general conditions applicable to the insurance policy. Please note that only the Terms & Conditions laid out in this document are valid for the insurance policy. Your statutory rights are not affected.
<b>Theft</b>	The dishonest act of taking Your Gadget with the intention of permanently depriving You of Your Gadget.
<b>Type of Cover</b>	The classification of insurance protection provided by Your insurance policy.
<b>Unattended</b>	Not within your sight at all times and out of your arms-length reach, other than when locked securely out of sight.
<b>Unauthorised Usage</b>	Calls and texts made by any person without Your permission from Your mobile phone or tablet.
<b>Worldwide Coverage</b>	Cover whilst travelling abroad and the degree of continuation of coverage whilst You are outside of Your Country of Residence but excludes countries where the Foreign Commonwealth and Development Office (FCDO) have advised against all but essential travel. You can check the FCO travel advice at <a href="http://www.fco.gov.uk">www.fco.gov.uk</a>

## 3-General Conditions

The following conditions apply to the whole of this insurance policy.

### Insurable persons and objects

This insurance policy is only valid if You are:

- aged 18 years or over, and
- Your permanent Country of Residence is the United Kingdom.
- Your business is registered within the United Kingdom.

This insurance policy is only valid for the Gadget when:

- You or Your business own the gadget detailed on Your Certificate Schedule purchased by You / purchased for You / purchased by You for a Beneficiary, and
- used in accordance with the manufacturer's guidelines, and

After purchasing the Accidental Damage, Theft and Mechanical and Electrical breakdown Cover insurance policy, We may invalidate Your insurance policy and have no liability for any associated claims if:

- We have previously informed You that We were unwilling or unable to insure You but you proceeded to purchase the insurance policy. In this case We will refund any Premium paid by You.  
(see clause "Policy Start Date / Policy Expiry Date of the insurance policy" and "How to cancel Your insurance policy").
- You have not paid the Premium due on time (see clause Payment of Premium).
- You have made any false declarations to Us upon purchasing the insurance policy or during the claims process (see clause Making a claim).

### Insurance policy purchase date

- This insurance policy is only valid if: The Gadget is no more than 36 months old in good condition and full working order when You purchased this policy; and not purchased from a retail or sales outlet situated outside the United Kingdom.
- Purchased by You or Your business as a refurbished item, this must have been purchased directly from the manufacturer including a minimum 12-month warranty.

### Policy Start Date / Policy Expiry Date of the insurance policy

- The Policy Start Date is stated in the Certificate of Insurance that forms part of Your insurance policy.  
The insurance policy will expire if either You or We have cancelled the insurance policy.

### Renewal of the Insurance policy

- Your insurance policy may be renewed. However, We are not obliged to offer You another insurance policy upon termination of this one or to accept an insurance policy order, in the event You tender one.

### Insurance cover from Policy Start Date

#### ACCIDENTAL DAMAGE, THEFT, MALICIOUS DAMAGE:

Cover will start once You have purchased a policy. The insurance cover will only be valid if You have paid Your Premium.

#### MECHANICAL AND ELECTRICAL BREAKDOWN

Cover will start once You have purchased a policy or when you make any amendments to Your policy, and in any case not before the expiry of the manufacturer's warranty. The insurance cover will only be valid if You have paid Your Premium.

#### ACCESSORIES:

Accessories are covered up to £150 if the Accessories are lost, stolen or damaged at the same time as your Gadget.

#### NEXT DAY SWAP OUT

If you have selected the VIP services this will be shown on Your Certificate of Insurance and You will be entitled to request a next day replacement in lieu of a repair. Where this option is selected We will request that You provide a credit card



against which We will take a pre-authorisation for the full value of the replacement. This transaction will be reversed as soon as the original insured Gadget as shown on Your Certificate of Insurance is returned to Us.

### UNAUTHORISED USAGE

If your mobile phone or tablet is stolen We will refund the cost of Unauthorised Calls and messages made from your gadget after the time it was accidentally lost or stolen up to a maximum of £1,000. Cover will only apply to Unauthorized Usage which occurs 24 hours of discovery of the Theft of Your mobile phone or tablet. An itemised bill must be provided to support Your claim.

On claims for Theft, cover for Unauthorised Usage will only apply if You contact Your network provider as soon as possible following discovery of the incident to place a call bar on Your mobile phone or tablet. Your mobile phone must be fitted with an active functioning SIM.

### How to cancel Your Insurance policy

#### Termination by You:

- **During Cooling-off Period (Withdrawal)**

You are entitled within 14 days and with no obligation to state Your reasons, to cancel the insurance policy. Please contact Us on the contact details found within this document.

The 14-day period commences once You have received the insurance policy terms and Your Certificate of Insurance.

- If You have not made or will not make any valid claims during the Cooling-off Period, You will receive a full refund of Your Premium.
- If You make a valid claim during the Cooling-off Period You are still entitled to cancel Your insurance policy but You will not receive a refund of Your Premium.

- **After Cooling-off Period (Termination)**

#### CANCELLATION

- Where You have requested to cancel Your insurance policy, it will be cancelled at the next monthly anniversary of the date Your insurance policy commenced. There will be no refund of Premium paid as the Premium paid will have only been in respect of the insurance cover already received.

#### Termination by Insurer:

We may be entitled to terminate Your insurance policy with immediate effect if You:

- Have acted dishonestly or provided incomplete information when taking out the insurance policy;
- Have purposely misrepresented or failed to disclose the facts when submitting a claim;
- Have committed or attempted to commit fraud.

In such circumstances, We will not return any of the Premium to You.

In the event that We elect to terminate Your insurance policy, We will notify You in writing.

### Geographic scope of coverage

The insurance policy is only valid for Gadgets purchased in Your Country of Residence; the United Kingdom.

Your Gadget is insured while You are abroad for trips. This excludes countries where the Foreign Commonwealth and Development Office (FCDO) have advised against all but essential travel. You can check the FCDO travel advice at [www.fco.gov.uk](http://www.fco.gov.uk). Please note, any repairs or replacements must be carried out in the UK by repairers approved by Us.

### Contractual amendments

**Written Confirmation:** Any amendments to the insurance policy or to the Certificate of Insurance require written confirmation by Us.

### Contractual amendment by the Insurer

From time to time, it may be necessary to make changes to these Terms & Conditions as a result of regulatory reasons. You will be given minimum of 30 days' notice of any proposed changes by email. If You do not agree with these changes, You may cancel Your insurance at the next monthly renewal. You will not be entitled to a Premium refund.

### Your obligations

You have to observe the following obligations to keep insurance cover:

- To comply with all the Terms & Conditions.
- To not purchase the insurance policy if We have previously informed You that We are unable to insure You. In this case We will refund any Premium paid by You.
- To inform Us as soon as possible of any changes to the insured risk (for example the United Kingdom is no longer Your Country of residence) that arise and that may affect the insurance cover.
- To provide Us with complete and accurate information when purchasing the insurance policy and making a claim.
  - If costs are incurred due to false or untruthful information provided by You which would otherwise not have arisen had the information provided been accurate, We reserve the right to demand payment of these costs.
- To take Reasonable Precautions, to the best of Your ability, to keep the Gadget in good working order and take reasonable care to prevent or, at least, minimise the risk of damage.
  - If the Gadget becomes damaged or destroyed during the term of the insurance policy, You must as soon as reasonably practical notify Us and, where necessary provide Us with the Gadget so that We may examine it.

In the event of Gross Negligence by You which breaches of the above obligations, Your insurance policy may be invalidated and if that happens, We will have no liability for associated claims or may reduce the benefits payable commensurate with the severity of Your Gross Negligence.

### Payment of Premium

#### If You have a monthly policy:

- The Premium must be paid by You.
- Payment of the first Premium will not be collected immediately as You pay Your insurance policy in arrears. -Payment of subsequent instalments is monthly on a rolling insurance policy. To ensure you maintain continuous cover under Your insurance policy it will automatically be renewed each month. Unless You advise Us otherwise Your monthly premium will be collected by the Administrator using the payment method chosen by You at the time of the initial purchase of this insurance policy.
- If You do not pay the first Premium in accordance with the terms of payment, there will be no coverage from the Policy Start Date.
- The subsequent Premium must be paid in accordance with the terms of payment. The subsequent Premium is any Premium instalment that You must pay after the first Premium instalment on the Premium due date.
  - If You fail to pay a subsequent Premium instalment on time, there is no cover for claims from start of Your next monthly period of insurance. If We are required to collect the subsequent Premium through a court of law or other external procedure, all additional costs will be borne by You.

#### If you have an annual/ 2/ 3 year policy:

- We will contact You up to 30 days before the renewal date of this policy.
- We will tell you if there are any changes to Your premium or the policy Terms & Conditions. These changes will only ever apply at Your next renewal date.
- If You have informed Us that You do not wish to renew Your policy then Your policy will not renew at the end of the Period of Insurance.
- Your renewal premium will be taken by the same method used during Your initial purchase. If Your payment details have changed, please follow the instructions on the renewal notification. You can advise Us about any changes to this policy details at any time by calling 0333 999 7901.
- If You do not wish to auto renew this policy, You will need to contact Us via the contact details provided in the renewal notice. If You do nothing, then this policy will automatically renew for the same Period of Insurance.

### International sanctions

This insurance policy may not provide any coverage or benefit to the extent that either the coverage or benefit would violate any applicable sanction, law or regulations of the United Kingdom, the United Nations, the European Union, United States of America or any other applicable economic or trade sanction, law or regulations. We decline claims to persons, companies, governments and other parties to whom this is prohibited under national or international agreements or sanctions.

## 4-Summary of Insurance policy

### What is insured?

The table summarises Your coverage details, subject to the level of cover You have selected as detailed on your Certificate of Insurance.

Insurance policy feature	Standard
Accidental Damage	Yes
Electrical and Mechanical breakdown	Yes
Theft	Yes
Malicious Damage	Yes
Unauthorised usage up to £1,000	Yes
Accessories cover up to £150	Yes
Worldwide Cover	Yes

### Benefits and Claim Limits

- Upon the acceptance of Your claim, at Our discretion We will either repair or replace Your Gadget as described below and only after payment of the Excess has been received and all Premiums are paid and up-to-date.
- In the event a claim has been approved, You will be responsible for the postage costs.
- Should a replacement be required to fulfil Your claim, the original Gadget shall become the property of the Insurer and You are required to transfer the ownership of the Gadget to the Insurer.
- All repairs and replacements come with a 3-month warranty. The 3-month warranty period starts from the date You get Your repaired/replacement Gadget delivered back to You in settlement of Your claim and ends 3 months after the date of receipt of the repaired/replacement Gadget. If the insurance policy is cancelled during the 3-month warranty period, the warranty will also cease.
- Our Limit of Liability for Your Gadget will not exceed the Original Purchase Price of your Gadget for a replacement which is of the same age / condition / functionalities as the Gadget that requires replacing.

Benefit	Description	Limit
Repair	<ul style="list-style-type: none"> <li>• We will cover the costs required for the repair of the damaged Gadget.</li> </ul>	Limit of liability
Replacement	<ul style="list-style-type: none"> <li>• In case of replacement, You will receive a Refurbished Gadget.</li> <li>• The value of Your Gadget will decrease over time due to wear and tear, usage and technological obsolescence. The replacement Gadget will be the same condition and model or the nearest equivalent model in terms of functionalities of the Gadget which is commercially available at the time of Your claim (same colour cannot be guaranteed).</li> </ul>	Limit of liability

The Excess is dependent on Your Gadget's Original Purchase Price, the depreciation of Your Gadget, the level of Excess You chose and type of insurance cover. The initial amount of Your Excess is stated in Your Certificate of Insurance and may decrease over time with depreciation of Your Gadget. A minimum excess amount of £20 will always apply.

The Excess will be collected by Us through by card payment or other methods as may apply from time to time and will be collected for each individual valid claim.

## 5-Exclusions

### Exclusions with regard to the Gadget or other objects:

The following are excluded from the insurance cover:

1. Objects other than the Gadget for which the insurance was purchased.
2. Consumable Parts: Parts of the Gadget that can be replaced by You as detailed in the manufacturer's operating guidelines, the replacement of which might be required to restore the functionality of the Gadget.
3. Loaned objects: When the Gadget is lent out by You unless being used by an Authorised User
4. Counterfeit objects or objects without CE marking or a comparable certification mark (this marking signifies that objects sold in the EEA have been assessed to meet high safety, health, and environmental protection requirements).
5. The gradual deterioration of the battery.
6. Objects with serial number or IMEI number removed, defaced or altered.
7. The Excess applicable to each and any claim under the insurance policy.
8. Postage other than shipment costs during the handling of a claim.

### Excluded Events:

The following events are excluded from the insurance cover:

1. Outside Period of Insurance: Any incident that occurred before the Policy Start Date or after the Policy Expiry Date of Your insurance cover as shown on Your Certificate of insurance policy.
2. Pre-existing damage or fault with Your Gadget.
3. Faults or failures covered by the manufacturer's warranty.
4. Any breakdown of the Gadget if the type of fault would not have been covered under the manufacturer's warranty.
5. Any incomplete in-warranty repair.
6. Damage caused by use not in accordance with the manufacturer's instructions (e.g. wrong installation, assembly).
7. Damage caused by serial production faults as well as damages related to recall campaigns conducted by the manufacturer.
8. You acting illegally or breaking any government prohibition or regulation or illegal use of the Gadget.
9. Gross Negligence or improper use of Your Gadget.
10. Intentionally caused damage: Damage created by deliberate acts or omissions on the part of the You or a Beneficiary or damage caused to Your Gadget by an Authorised User.
11. Damage due to Fire, Lightning, High Voltage, Explosion, Vandalism.
12. Loss of Your Gadget.
13. Any event arising from software and operating system's faults or changes.
14. Damage as a result of wear and tear, erosion, corrosion, oxidation as a result of long term exposure to air and humidity or other deterioration caused by or naturally resulting from ordinary use or exposure including but not limited to gradually developing flaws or fractures.
15. Cosmetic damage and damage or malfunctions that can be rectified by cleaning the Gadget or with ordinary maintenance which does not impact the functionality, operation or safe use of the Gadget. Cosmetic damage includes but is not limited to scratches; dents; kinks; discoloration; small cracks and marks.

16. Problems with services by a third party (e.g. Your network provider).
17. Any damage or fault caused whilst Your Gadget is in the possession of a courier / postal company or any other form of delivery service where the service is not provided as part of the repair as arranged by Us.
18. 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.
19. Any claim where You cannot supply the required evidence such as Proof of Usage or Proof of Purchase.
20. The cost of downloads to your Gadget or purchases made from your e-wallet.
21. Any claim where Your Gadget was purchased outside of the UK or second hand non-refurbished Gadgets (including but not limited to Gadgets purchased from auction houses or auction websites).
22. Any repair costs that You have instructed or paid for without Our authorisation.
23. Damage caused by external events such as storms; natural forces; floods; nuclear energy; and land subsidence; insect infestation; electro-magnetic pulse, whether man-made or naturally occurring, seepage, pollution or contamination; ionizing radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel or the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it; pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
24. Damage directly or indirectly caused by, resulting from or in connection with war, invasion, revolution or any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss. For the purpose of this exclusion an act of terrorism means the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear and/or any act deemed by the government of the Country of Residence to be an act of terrorism.

## 6-Making a claim.

We understand that each claim can be very different. We will consider each individual set of circumstances before We make a decision.

### When can You first make a claim?

You cannot make a claim before the Policy Start Date of Your insurance policy. If your claim is for Electrical or Mechanical Breakdown and is during Your Gadget's warranty period, You will need to contact the manufacturer or seller of the warranty.

You can contact Us at Our e-claim portal [www.eclaimcity.com.uk](http://www.eclaimcity.com.uk) or email [Customerrelations@spbuk.com](mailto:Customerrelations@spbuk.com) or via phone 0333 999 7901.

- You must report Your claim within 30 days of the insured event so that the Gadget can be repaired and does not deteriorate further.
- If there is an unreasonable delay between the occurrence of the insured event and You notifying Us, We may adjust Your claim settlement in case Our obligations have increased due to the delay.
- You must make Your claim fully and truthfully and provide any further information We request from You.

When You contact Us We will let You know what information We require from You and at a minimum We will require:

- Your insurance policy information;
- A description of what occurred to Your Gadget;
- The Proof of Purchase of the Gadget (original invoice, receipts and any supporting documentation);
- **Specific Obligations in case of Theft**
  - Evidence of the damaged Gadget and/or the break-in or damage caused to Your property as a result of the Theft must be provided with Your claim. You must report the Theft of any Gadget to the police within 48 hours of discovery and obtain a crime reference number in support of a Theft claim. Please note any delay in reporting an incident to Your network/airtime provider or the police, may invalidate Your right to claim under the insurance policy. Lost property reports will not be accepted in support of a Theft claim.
  - For a Gadget stolen from any vehicle unless the Gadget was completely hidden from view within a glove compartment or boot, the vehicle's windows and doors had been closed and locked and all security systems had been activated and violent and forcible entry to the vehicle has been used. A copy of the repairer's account for such damage to the vehicle must be supplied with any claim.
  - For SIM enabled Gadgets: You must (and provide evidence of) upon request blacklist Your Gadget, where applicable, with Your telephone network provider.

What to do once Your claim is approved?

You should:

- Where possible, back up and delete any data in Your Gadget. We shall not be liable for the loss of any data howsoever caused. All Gadgets sent to be repaired will be wiped of any data before any action by repairs authorised by Us for confidentiality and data protection purposes.
- **FOR ALL GADGETS: Remove all screen locks and passcodes.**
- Remove and keep any additional objects such as SIM cards, Micro SD storage cards and cases.
- Pack the Gadget not in the original box as this will not be returned, but rather suitable comparable packaging to prevent further damage during shipping.

#### What happens if You or someone on Your behalf declare false or incomplete information?

- If You provide Us with incorrect or incomplete information, We may not provide cover for the claim.
- If You, or anyone acting on Your behalf, makes a claim which is in any way false, exaggerated or fraudulent or supports a claim with any false, exaggerated or fraudulent statements relating to the insurance risk or documents, You will lose all benefits and any Premiums You have paid for the insurance policy. We may also recover the cost of any successful claims We have settled under this insurance policy and later discovered to be fraudulent, from You. We may record this on anti-fraud databases and may also notify other organisations.

#### What happens to Your claim if You have multiple insurances?

- If You are entitled to compensation under another insurance policy, public scheme or obligation arising from a law or a regulation You should notify Us and We may decline Your claim. We will, however, cover You where it is eligible under this insurance policy for damage which is not covered by the other insurance policy, public scheme or legal obligation arising from a law or a regulation.
- If We do provide coverage up front at Your request, You assign Your right to compensation under another insurance policy, public scheme or any legal obligation arising from a law or regulation to Us.
- If You have more than one insurance that covers You for the same incident, You should only submit the claim to one insurer and provide details of any other insurance to that insurer. They will then contact anyone else who would have insured the Gadget for a contribution towards the costs.

#### Compensation claim against third parties / other insurers

In consideration for the payment of compensation and, up to its limit amount, We become beneficiaries of the rights and actions that You have or are entitled to against anyone liable for the claim. If, by Your act, We are no longer able to perform this action, We can be discharged of all or part of Our obligations towards You.

Where another person or legal entity is liable for anything covered by Your insurance policy We are entitled to request coverage directly from that other party or We may recover the costs We incurred from that other party (i.e. for repairing or replacing the Gadget).

#### Governing law and competent courts

The governing law is the law of Your Country of Residence and all communications and documentation in relation to this insurance policy will be in English. Any disputes arising out or in connection with the insurance policy shall be brought before the competent courts of Your Country of Residence.

## 7-Making an enquiry or complaint

We aim to provide You with a first class insurance policy and service. However, there may be times when You feel We have not done so. If this is the case, please tell Us about it so that We can do Our best to solve the problem. If You make a complaint Your legal rights will not be affected.

**Step 1:** If You have a complaint please get in touch with Us In the first instance, please: Write to:

FAO: Customer Relations Manager

Burnett & Associates Limited

3000 Lakeside

North Harbour

Western Road

Portsmouth

PO6 3FQ.

The easiest way to contact Us is via [Customerrelations@spbuk.com](mailto:Customerrelations@spbuk.com) Please supply Us with Your name, address, insurance

policy number and claim number where applicable and enclose copies of relevant correspondence as this will help Us to deal with Your complaint, in the shortest possible time.

We will do everything possible to ensure that Your query is dealt with promptly.

**Step 2:**

If You are not satisfied with Our final response, You can refer the matter to the Financial Ombudsman Service for independent decision. Visit: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Write to:

Financial Ombudsman Service, Exchange Tower,  
London, E14 9SR.

Phone: 0800 023 4567 or 0300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)



## Privacy Notice

We care about Your personal data.

This summary and Our full privacy notice explain how AWP P&C protects Your privacy and uses Your personal data. Our full privacy notice is available at [www.allianz-assistance.co.uk/privacy-notice/](http://www.allianz-assistance.co.uk/privacy-notice/). If a printed version is required, please write to Customer Service (Data Protection), AWP P&C, 102 George Street, Croydon CR9 6HD. Full details of the Citymain Privacy policy can be found at [www.spbuk.com](http://www.spbuk.com)

- **How will We obtain and use Your personal data?**

We will collect Your personal data from a variety of sources including:

- Data that You or other people named on the insurance policy or Your representative(s) provide to Us;
- Data from Your insurance arranger or partners such as brokers, other insurers or other companies who act as insurance distributors including the provider of goods and services associated with this insurance; and
- Data that may be provided about You from certain third parties, such as retailers of Your Gadget in the event of a claim.

We will collect and process Your personal data to comply with Our contractual obligations and/or for the purposes of Our legitimate interests including:

- Entering into or administering contracts with You;
- Informing You of products and services which may be of interest to You.

- **Who will have access to Your personal data?**

We may share Your personal data:

- With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes and to comply with our legal and contractual obligations;
- With Your insurance arranger or partners such as brokers, other insurers or other companies who act as insurance distributors including the provider of goods and services associated with this insurance for contractual, regulatory and legal obligations including for the performance of Our services;
- With other service providers who perform business operations on Our behalf;
- Organisations who We deal with which provide part of the service to You such as in the event of a claim;
- To meet Our legal and regulatory obligations including providing information to the relevant ombudsman if You make a complaint about the product or service that We have provided to You.

We will not share information about You with third parties for marketing purposes unless You have specifically given Us Your consent to do so.

- **How long do We keep Your personal data?**

We will retain voice recordings for a maximum of two years and Your other personal data for a maximum of 10 years from the date the insurance relationship between Us ends. If We can do so, We will delete or anonymise certain areas of Your personal data as soon as that information is no longer required for the purposes for which it was obtained.

- **Where will Your personal data be processed?**

Your personal data may be processed both inside and outside the United Kingdom (UK) and the European Economic Area (EEA).

Whenever We transfer Your personal data outside the UK and the EEA to other Allianz Group companies, We will do so on the basis of Allianz's approved binding corporate rules (BCR). Where Allianz's BCR do not apply, We take steps to ensure that personal data transfers outside the UK and the EEA receive an adequate level of protection.

- **What are Your rights in respect of Your personal data?**

You have certain rights in respect of Your personal data. You can:

- Request access to it and learn more about how it is processed and shared;
- Request that We restrict any processing concerning You, or withdraw Your consent where You previously provided this;
- Request that We stop processing it, including for direct marketing purposes;
- Request that We update it or delete it from Our records;
- Request that We provide it to You or a new insurer; and
- File a complaint.

- **Automated decision making, including profiling**

We carry out automated decision making and/or profiling when necessary.

## Important Contact Details

If You would like a copy of the information that We hold about You or if You have any queries about how We use Your personal data, or for any other matter, You can contact Us as follows:

By post:

Department: Customer Service / Data Protection / Claims

Burnett & Associates Limited 3000 Lakeside, North Harbour Western Road PO63FQ

By email: [info@citymain.com](mailto:info@citymain.com)

This Policy is available in large print,  
audio and Braille.

Please contact 0333 999 7901  
and We will be pleased to organise an  
alternative version for You.

Burnett & Associates Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3FQ. are authorised and regulated by the Financial Conduct Authority under registration number 305511. This can be checked on the FCA's register by visiting the FCA's website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

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Burnett & Associates Limited act as agents for AWP P&C S.A. for the receipt of customer money, settling claims and handling premium refunds.

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