

TERMS AND CONDITIONS

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, 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.

INTRODUCTION

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

For monthly insurance policies this is a monthly contract and is only in force if the monthly premium has been paid.

For policies of a longer duration premium must be paid at inception and the policy will remain in force for the period shown on your Letter of Introduction and will remain in force until the period expires or is cancelled in accordance with Conditions and Limitations 5, 6 or the section headed Cancellation.

DEFINITIONS

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

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

Commercial vehicle - any vehicle used wholly or partly for commercial or business purposes or any other vehicle that is being used for commercial or business purposes at the time of any loss or damage to the electronic item.

Consequential Loss - indirect loss or damage resulting from the event which caused the claim under this policy;

Electronic equipment – the single item insured by this certificate, purchased by **you** and provided by a supplier approved by **us**.

Immediate family – your mother, father, son, daughter, spouse, domestic partner.

Period of cover – for monthly policies 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. For policies of longer duration the period is specified in your Letter of Introduction.

Reasonable 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 electronic equipment**.

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.

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

We, us, our – UK Underwriting Ltd, on behalf of Fortis Insurance Limited **You, your** – the person, who owns the **electronic equipment** as stated on the application form overleaf.

WHAT WE WILL COVER

A. Accidental Damage

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

B. Theft

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.

C. Accidental Loss

If **you** lose **your mobile phone** or **PDA** **we** will replace it. No other **electronic equipment** is insured for loss.

D. Breakdown which occurs outside of the manufacturers guarantee period. This cover is not available on computers.

WHAT WE WILL NOT COVER

Your electronic equipment is not covered for:

1. Theft:

- from any **commercial vehicle**, 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 and all security systems have been activated;
- if left on any motor vehicle roof, bonnet or boot;
- from any type of transport except as permitted above;
- 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;
- where **reasonable precautions** have not been taken;
- if the serial number has been tampered with in any way.

2. Loss or damage caused by:

- **you** deliberately damaging or neglecting the **electronic equipment**;
- **you** not following the manufacturer's instructions;
- routine servicing, inspection, maintenance or cleaning;
- the use of accessories.

3. 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**;
- wear and tear or gradual deterioration of performance.

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

5. Any loss involving a SIM (subscriber identity module) card.

6. 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**.

7. The first £25 of each theft or accidental damage claim or the first £50 of each **accidental loss** claim or the first £75 of each claim which occurs outside the UK, Isle of Man and Channel Islands.

8. Loss of or damage to accessories of any kind.

9. 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.

10. If the original SIM card was not in a **mobile phone** at the time of the loss, damage or theft.

11. Reconnection costs or subscription fees of any kind.

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

13. The cost of any unauthorised calls following the theft, **accidental loss** or damage of a mobile phone or PDA.

Please note: if you are insuring an item without SIM card capability, all exclusions relating to SIM cards are not applicable.

14. 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.

15. Nuclear Risk

Damage or destruction caused by, contributed to or arising from:

a. ionising 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.

16. Sonic Boom

Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.

17. 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.

18. Consequential Loss

Any **consequential loss** or damage arising from accidental damage, theft, accidental loss, breakdown or from any cause whatsoever.

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

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

REPLACEMENT

This policy offers replacement only and is not a replacement as new policy. If the **electronic equipment** cannot be replaced with an identical **electronic equipment** of the same age and condition, **we** will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original **electronic equipment**.

CONDITIONS AND LIMITATIONS

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, subject to any repairs being carried out in the UK by repairers approved by **us**.

3. The **electronic item** must be less than 6 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 one of **our** authorised officials, giving **you** 30 days notice in writing.

6. **We** may cancel the policy by giving **you** 30 days notice in writing. In the event of any claim **you** are responsible for the payment of any outstanding premium.

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

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

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

10. In respect of monthly policies if the Direct Debit premium payment is cancelled or unsuccessful at any given point, no benefits shall be due whatsoever.

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. **We** will make a charge equal to the period of cover **you** have had, but this charge will be at least 50% plus the insurance premium tax.

Cancellation after the withdrawal period

If **you** wish to cancel **your** insurance and pay monthly **you** can do so in writing to Supercover Insurance Ltd 604 Cumberland House, 80 Scrubs Lane, London, NW10 6RF or by telephoning 0871 222 1130 allowing one months notice.

For policies of longer duration **you** are only entitled to cancel within 14 days of receiving **your** policy documents.

CLAIMS PROCEDURE

1. **You** must:

- notify Supercover Insurance Ltd on **0871 222 1130** as soon as possible in any event of any incident likely to give rise to a claim under this insurance;
 - report the theft or **accidental loss** of any mobile phone or PDA, within 12 hours of discovery to **your** Airtime Provider and blacklist your handset;
 - report the theft or **accidental loss** of any **electronic equipment** to the Police within 24 hours of discovery and obtain a crime reference number in support of a theft and a lost property number in support of an **accidental loss** claim;
 - 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 ratable proportion of the claim may be recovered direct from these Insurers.
2. If **we** replace **your electronic equipment** the damaged or lost item becomes **ours**. If it is returned or found **you** must notify **us** and send it to **us** if we ask **you** to. To help **us** improve **our** service **we** may record or monitor telephone calls.

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

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:

The Customer Services Director
604 Cumberland House, 80 Scrubs Lane, London, NW10 6RF

Tel: 0871 222 1130

Fax: 0871 222 3228

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 Head of Claims, UK Underwriting Limited, 2 Gibraltar House, Bowcliffe Road, Leeds, LS10 1HB.

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 but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. **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.

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 100% of the first £2,000 and 90% of the remainder of the claim. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk