

**BETTERBUY INSURANCE**  
**CERTIFICATE OF MOBILE PHONE INSURANCE**

THIS IS TO CERTIFY THAT in accordance with the authorisation granted under Contract CAL002 to the Undersigned by the **Insurers**, and in consideration of the Premium, the **Insurers** are hereby bound to **You** for the benefits set out herein, subject to the Terms, Definitions, Exclusions and Conditions specified in this Certificate.  
In witness whereof this Certificate has been signed in London by



**Mr P Kelsey**  
Director Citymain Administrators Ltd

### **1. THE INSURANCE**

Subject to the Conditions, Exclusions, Claims Procedure, Level of Cover Purchased and any other terms of **Your** insurance, **You** are covered against some or all of the below perils as confirmed in **Your Certificate Schedule**:-

**Theft, Loss, Accidental Damage, Unauthorised Calls following a valid Theft claim and Mobile Wallet Protection following a valid Theft or Loss claim.**

**You** are covered against the repair or replacement cost of **Your Telephone** in the event of **Theft, Loss or Accidental Damage** whilst in **Your** possession or that of **Your Immediate Family** during the **Period of Insurance**. **You** are also covered for **Unauthorised Calls** for up to a period of 12 hours after a valid **Theft** claim to a maximum of £1,000 including VAT and **Mobile Wallet Protection** for a period of 12 hours following a valid **Theft** or loss claim to a maximum of £100 including VAT. The **Limit of Liability** of the **Insurer** in respect of any one claim will be the replacement cost of the **Telephone** and in any event shall not exceed a total claim cost as detailed within **Your Certificate Schedule**.

### **2. DEFINITIONS**

The words or phrases described below shall have the following meaning wherever used in this Certificate.

#### **Accessories**

Items such as, but not limited to, carrying cases, battery chargers, hands-free mounting kits, USB cables etc.

#### **Accidental Damage**

The sudden and unforeseen accidental damage to the **Telephone** not otherwise specifically excluded from this Certificate of Mobile Phone Insurance.

#### **Administrator**

Citymain Administrators Limited, P.O. Box 116, Ryde, PO33 2WX. Telephone number: 0844 576 2269.

#### **Certificate Schedule**

The policy document provided following purchase which includes the unique details of **Your Telephone** and chosen insurance cover.

#### **Excess**

The amount **You** must pay towards the cost of any claim and **You** must pay the **Excess** detailed within the **Certificate Schedule** for each and every claim.

#### **IMEI Number**

The International Mobile Equipment Identity Number which is the unique identification number that will be used to identify **Your Telephone**.

#### **Immediate Family**

**Your** spouse or partner, children, brothers, sisters (all over the age of 18) and parents permanently residing with **You**.

#### **Insurer**

This insurance is underwritten 100% by certain Lloyd's Syndicates managed by Jubilee Managing Agency Limited. Registered in England number 04434499. Registered Office: Jubilee Managing Agency Limited, Sidcup House, 12-18 Station Road, Sidcup Kent DA15 7EX. Jubilee Managing Agency Limited is authorised and regulated by the Financial Services Authority and is entered on their register under number 226696.

#### **Limit of Liability**

The liability of the **Insurer** in respect of any one claim will be the replacement cost of the **Telephone** and in any event shall not exceed a total claim cost as detailed within **Your Certificate Schedule**. Should **Your** original **Telephone** no longer be available, the **Insurer** will replace it with the nearest functionally equivalent model. In respect of **Unauthorised Calls**, the limit shall be £1,000 inclusive of VAT. In respect of Mobile Wallet Protection the limit shall be £100 inclusive of VAT subject to a maximum of 2 claims in a 12 month period.

#### **Mobile Wallet Protection**

The cost of unauthorised transactions made from **Your** Credit/Debit card via **Your Telephone** using an eWallet facility, whilst not barred by **Your** bank or card provider or **Your** network within 12 hours of discovering the **Theft** or loss of **Your Telephone** subject to a valid claim for **Theft** or loss is valid.

#### **Period of Insurance**

The Insurance commences at the time of purchase or renewal for a period of twelve months only, upon receipt of **Your** premium. The annual premium will be collected by the **Administrator** by Credit/Debit Card via Worldpay.

#### **Proof of Purchase**

The original purchase receipt provided at the point of sale that details the **Telephone** purchased, or similar documentation that provides proof that **You** own the **Telephone**.

#### **Reasonable Precautions**

All measures that would be reasonably expected of **You** to take to prevent or mitigate **Theft, Loss or Accidental Damage of Your Telephone**.

#### **Telephone**

**Your** hand portable mobile telephone, excluding **Accessories** and car kit, as evidenced by relevant **Proof of Purchase** or exchange, which is no more than 6 months old at the time of the initial purchase of this insurance.

#### **Territorial Limits**

The United Kingdom and worldwide for a maximum of 30 days in any one year.

#### **Theft**

The unauthorised dishonest appropriation or attempted appropriation of the **Telephone** by another person with the intention of permanently depriving **You** of it.

#### **Violent and Forcible Entry**

Entry evidenced by visible damage to the fabric of the building, room, or vehicle at the point of entry.

#### **Unattended**

Whilst the **Telephone** is not being used or held by **You**, or on **Your** person, or **You** are not in a position to prevent interference to the **Telephone** other than when in a locked room or locked cupboard or glove compartment or boot in a locked vehicle as highlighted in Section 6.2, Security Requirements..

#### **Unauthorised Calls**

The cost of calls, messages and downloads made from **Your Telephone**, whilst not barred by the airtime provider within 12 hours of discovery of the **Theft of Your Telephone** occurring provided **Your** claim for **Theft** is valid.

#### **You/Your**

The person, company or partnership who has purchased **Telephone** insurance as described in this Certificate from Betterbuy Insurance.

### **3. SPECIFIC THEFT AND LOSS EXCLUSIONS (where applicable to Your level of cover)**

1. Any **Theft** or loss unless accompanied by a Crime Reference or Lost Property number. Lost Property numbers are not acceptable in support of a **Theft** claim.
2. Any claim involving **Theft** or loss unless reported to the appropriate local Police authorities within 24 hours.
3. Any claim involving **Theft** or loss unless reported to **Your** Network within 12 hours of discovering the incident.
4. Any claim for **Mobile Wallet Protection** unless reported to **Your** bank or card provider, or **Your** network within 12 hours of discovering the **Theft** or loss.
5. **Theft** or loss from an unattended vehicle unless the **Telephone** is completely hidden from view in a glove compartment or boot, **Violent and Forcible Entry** to the vehicle has been used and **You** have complied with the Security Requirements 6.1. A copy of the repairer's account for such damage to the vehicle must be submitted with any claim hereunder.
6. **Theft** of the **Telephone** from an unoccupied premises unless there is evidence of **Violent and Forcible Entry** to the premises and **You** have complied with the Security Requirements 6.2. A copy of the repairer's account for such damage to the premises must be submitted with any claim hereunder.
7. **Theft** or loss of the **Telephone** left **Unattended** in a public place or a place to which the public has regular access.
8. **Theft** of the **Telephone** from the person unless force, pickpocket or threat of violence is used.
9. Loss where the circumstance of the loss cannot be clearly identified i.e. where **You** are unable to confirm the time and place of loss.

10. **Theft** or loss of the **Telephone** whilst on loan to any third party other than **Your Immediate Family**.
11. **Theft** or loss of any additional equipment or **Accessories**.
12. **Unauthorised Calls** unless associated with a valid **Theft** claim.
13. **Mobile Wallet Protection** unless associated with a valid **Theft** or loss claim
14. Where no eWallet PIN has been set for all transactions.
15. **Theft** or loss of Sim or PCIMA cards other than in respect of valid **Theft** or loss claims where **Your** card was stolen or lost with the **Telephone**.

#### 4. SPECIFIC ACCIDENTAL DAMAGE EXCLUSIONS

1. **Accidental Damage** to the **Telephone** whilst on loan to any third party other than **Your Immediate Family**.
2. **Accidental Damage** to any additional equipment or **Accessories**.
3. Damage to or malfunction of the **Telephone** caused by or attributed to the operation of a software virus or any other software based malfunction.
4. **Accidental Damage** that occurs when the **Telephone** is **Unattended**.
5. Any breakdown of the **Telephone** whatsoever including breakdown caused by placing or using the **Telephone** in a location or environment that is not in accordance with the manufacturer's instructions.
6. Any claim arising from abuse, misuse or neglect.
7. Wear and tear or gradual deterioration of **Telephone** performance.
8. Cosmetic damage to include marring, scratching and denting.
9. Faulty or defective design, materials or workmanship or latent defect.
10. Routine maintenance, adjustment, modification or servicing.

#### 5. GENERAL EXCLUSIONS

1. The **Excess** which is the first £25 of each and every claim increased to £50 for 3G enabled handsets for all accidental damage only policies and the first £50 for accidental damage claims increased to £75 for **Theft** and loss claims for all other policies, further details can be found within the **Certificate Schedule**.
2. The cost of any claims relating to a level of cover not purchased by **You**; confirmation of **Your** cover can be found within **Your Certificate Schedule**.
3. Where **Proof of Purchase** has not been provided.
4. Any **Telephone** older than 6 months at the time of purchase of the insurance as evidenced by the relevant **Proof of Purchase**.
5. Any claim where the **IMEI Number** cannot be determined from **Your Telephone**.
6. Costs which exceed the **Insurers** maximum **Limit of Liability** as detailed within **Your Certificate Schedule** in the event of a successful claim.
7. Any costs incurred in connection with the installation, removal or subsequent relocation of **Your Telephone** in or from a vehicle, including electrical or mechanical breakdown.
8. Not complying with the Claims Procedure section of this Certificate.
9. Any legal liability directly or indirectly caused by or contributed to or arising from:
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
10. Any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
11. Any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
12. **You** are not covered for any other costs that are caused by the event which led to **Your** claim, unless specifically stated in this **Certificate**.
13. The VAT element of any claim if **You** are registered for VAT.

#### 6. SECURITY REQUIREMENTS

##### 6.1 Security requirements for vehicles

**Theft** of the **Telephone** whilst in a vehicle shall only be covered in the event that:

- a) The **Telephone** is completely hidden from view in a glove compartment or boot;
- b) All doors, windows and other vehicle openings have been closed, fastened and securely locked;
- c) All security devices installed have been operated;
- d) The vehicle has a valid motor insurance certificate, valid MOT certificate (where applicable) and has valid road tax.

##### 6.2 Security requirements excluding vehicles

**Theft** of the **Telephone** shall only be covered in the event that:

- a) The **Telephone** is in a locked room or locked cupboard and any security devices have been operated;
- b) The premises are securely locked;
- c) All windows and doors are closed and locks activated where fitted.

#### 7. GENERAL CONDITIONS

##### Cancellation

**You** may cancel this insurance at any time by giving notice of cancellation, in writing or by telephone, to the **Administrator**. Cover will terminate upon receipt of **Your** notice of cancellation by the **Administrator** (subject to **Your** 14 day Statutory right to cancel). The **Insurer** is entitled to cancel this insurance at any time by giving **You** not less than 30 days prior notice. Upon cancellation we will calculate the proportionate premium for the period that **You** have been insured and refund the balance provided **You** have not made a claim during the **Period of Insurance**. If a claim has been made during the **Period of Insurance** no refund of premium will be given.

##### Auto Renewals

To make sure **You** have continuous cover under your policy we will automatically renew (auto renew) **Your** policy when it runs out, unless **You** advise us otherwise. **You** will be contacted up to 30 days before the renewal date of **Your** policy and we will tell you about any changes to the premium or the policy terms and conditions. If **You** do not want to auto renew **Your** policy, you just need to contact the **Administrator** on contact details provided in the renewal notice. If **You** do nothing then the renewal premium will be taken from the credit/debit card details provided at the time of the initial purchase. If the credit/debit card details have changed, **You** can contact the **Administrator** on 0844 576 2269 to amend the details. **You** can advise the **Administrator** about any changes to **Your** policy details or decide not to use the auto renew service at any time by calling 0844 576 2269.

##### Mid-Term Adjustments

Should **You** replace **Your Telephone** with a new **Telephone** the **Insurer** will consider transferring the benefit of the insurance but **You** must advise Insurance to Go or the **Administrator** of the make and model of the new **Telephone**. An official purchase invoice showing details of the new **Telephone** must support this. Should any of **Your** personal details change please ensure **You** contact Betterbuy Insurance or the **Administrator** as soon as possible in order for **Your** details to be updated to prevent any delays when making a claim. The benefit of any Mid-Term Adjustments will be transferred from the date confirmed by the **Administrator**.

##### Reasonable Precautions

**You** and **Your Immediate Family** are required to take all **Reasonable Precautions** at all times.

##### Fraud

If any fraudulent claim is made or if any fraudulent means or devices are used under this policy, all benefits hereunder shall be forfeited. We may inform the police and/or any other law enforcement agency about the circumstances of such a claim.

##### Claims

In the event of any incident which may give rise to a claim, **You** must follow the Claims Procedure detailed below.

If **You** have insured a mobile phone with a replacement value exceeding the maximum **Limit of Liability**, **You** will be responsible for the additional costs above this limit in the event of a successful claim that results in a replacement handset.

##### Law

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this Insurance shall be subject to English Law.

## 8. CLAIMS PROCEDURE

Please comply with the following procedures to obtain authorisation with the minimum delay. Failure to observe these procedures will invalidate **Your** claim. Please ensure **Your** policy covers the incident type **You** are claiming for, confirmation of **Your** cover can be found within **Your Certificate Schedule**.

**Important:** If **You** or **Your Immediate Family** are not in possession of **Your Telephone** **You** should contact **Your** airtime provider within 12 hours of discovering the incident to place a call bar on the **Telephone**. If **You** have eWallet facility on **Your Telephone** **You** are also required to contact **Your** bank or card provider within 12 hours of discovering the incident to place a bar on any accounts which could be accessed.

### Theft and Loss Claims, where applicable

Notify the appropriate local Police authority within 24 hours of discovering the incident and obtain a Crime Reference/Lost Property number (where appropriate) and a copy of the Police Crime report.

### Accidental Damage Claims

**You** must keep all parts of **Your Telephone** and return it for inspection in accordance with the **Administrators** instructions. The **Telephone** remains **Your** responsibility until it has been received by the **Administrators**.

### All Claims

**You** should notify the **Administrator** on 0844 576 2269 within 48 hours of discovering the incident (or in the event of an incident occurring outside of the United Kingdom, within 48 hours of returning to the United Kingdom).

Once **You** have obtained a claim form from the **Administrator**, **You** should complete the form fully and return it in accordance with the **Administrators** instructions, and in any event within 30 days of notifying the claim together with any requested supporting documentation such as:

- **Excess** payment, Police Crime Reference/Lost Property Number (where applicable), proof of **Violent and Forcible Entry, Proof of Purchase** that includes the **IMEI Number**, details regarding any **Unauthorised Calls** (where applicable), confirmation of any unauthorised transactions for **Mobile Wallet Protection** claims (where applicable) or any other requested documentation.

The **Administrator** will assess **Your** claim, and providing **Your** claim is valid, will authorise the repair or replacement of the **Telephone** as appropriate.

### Replacement Equipment

In the event **Your** claim is authorised and **Your** handset is replaced, we will endeavour to replace it with an identical new or fully refurbished handset. Should this not be possible the **Administrator** will replace it with a new or fully refurbished handset of a comparable specification or the equivalent value.

## 9. YOUR STATUTORY RIGHT OF CANCELLATION

**You** have a right to cancel this insurance by giving notice of cancellation within 14 days of the receipt of Confirmation of Insurance Cover to the Administrator in writing to P O Box 116 Ryde PO33 2WX or by calling 0844 576 2269 and quoting Your Telephone number. If **You** do not exercise this right to cancel then Your rights and those of the Insurer to cancel this insurance cover thereafter are set out in Section 7 (GENERAL CONDITIONS) above.

## 10. DATA PROTECTION ACT 1998

It is understood by **You** that any information provided to the **Administrator** and the **Insurer** regarding **You** will be processed by the **Administrator** and the **Insurer**, 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.

## 11. CLAIMS SERVICE

It is always the intention to provide **You** with a first class service when **You** make a claim. However, if **You** are not happy with the service please in the first instance write to the Customer Services Manager of the **Administrator**. If **You** are not satisfied with the response **You** may then ask the Policyholder and Market Assistance, Lloyd's Market Services, 1 Lime Street, London EC3M 7HA to review **Your** case and ultimately **You** may contact the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

## 12. PREMIUMS AND CLAIMS – YOUR RIGHTS

When handling premium payments from **You** that are due to the **Insurers** and when handling any claim **You** make, the **Administrator** acts as an authorised agent of the **Insurers**. This means that when **You** pay a premium to the **Administrator** it is deemed to have been received by the **Insurers** and that any valid claim **You** make is not deemed to have been settled by the **Insurers** until **You** have actually received a repaired or replacement phone.

## 13. FINANCIAL SERVICES COMPENSATION SCHEME

**You** may be entitled to compensation from the Financial Services Compensation Scheme for **Your** insurance benefits if the **Insurers** become insolvent or are unable to meet their obligations. Further details are obtained from the Financial Services Compensation Scheme website <http://www.fscs.org.uk/> or by phone at 020 7892 7300. Alternatively, **You** may write to: Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London E1 8BN.

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