

MOBILE PHONE INSURANCE

This insurance is arranged by Square Pound Ltd t/a Better Buy Insurance, administered by Citymain Administrators Limited and underwritten by West Bay Insurance PLC. Registered in Gibraltar (Reg No. 84085). Registered Office: 846 - 848 Europort, Gibraltar.

Square Pound Ltd and Citymain Administrators Limited are authorised and regulated by the Financial Conduct Authority under reference number: 564471 and 306535 respectively. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register.

West Bay Insurance PLC is regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting insurance business in the UK (No. 211787).

All Better Buy Insurance claims are processed by Davies Managed Systems, Registered Company Number 3452116. Registered in England and Wales. A member of the Davies Group Ltd, Registered Company Number 06479822. Registered Address Suite 2/2, Second Floor, London Underwriting Centre, 3 Minster Court, Mincing Lane, London, EC3R 7DD.

INTRODUCTION

You must read this policy document and the **Schedule of Insurance** together. The **Schedule of Insurance** tells **you** the period during which the policy is in force, what items are covered, what level of cover applies to **your** insurance and the **excess you** have to pay towards the cost of any claim under this policy. Please check both documents carefully to make certain they give **you** the cover **you** want.

In return for the payment of **your** premium **we** will provide insurance for **your Mobile Phone** during the **period of cover** as stated in **your Schedule of Insurance**. This policy only covers **your Mobile Phone** when in the care of **you** or a member of **your immediate family**.

Cover under this insurance is subject to the terms, conditions, and limitations shown below or as amended in writing by **us**.

This is an annual policy that can be paid monthly or annually. If **you** pay annually then **you** will have paid for the full annual premium at point of sale. If **you** pay monthly, **your** premium will be charged monthly by Direct Debit for a minimum term of 12 months.

Automatic renewal of your policy

We will contact **you** up to 30 days before the annual renewal date of **your** policy and **we** will tell **you** then if there are any changes to **your** premium. To ensure continuation of cover, **we** will then renew **your** policy unless you advise us otherwise.

If **we** are unable to automatically process **your** renewal we will contact **you** before **your** renewal date and invite **you** to renew **your** policy via an alternative channel.

Your renewal premium will be taken by the same method used during **your** initial purchase. If **you** do not want to auto renew **your** policy, simply follow the instruction in **your** renewal notification. If **you** do nothing, then this policy will automatically renew for a further period of 12 months.

IMPORTANT INFORMATION

We have not provided **you** with a personal recommendation as to whether this product is suitable for **your** needs so **you** must decide yourself whether it is or not. **You** have made a decision based on the information made available to **you**.

This policy meets the demands and needs of those who wish to insure their **Mobile Phone** against theft, damage, breakdown and **accidental loss**.

Your Mobile Phone must be in good condition and full working order prior to taking out this policy. If there is evidence that the damage, theft or loss occurred prior to the policy start date **your** claim will be refused and no premium refund will be due.

Please note this policy is not a replacement as new policy, please see Claim Settlement for further information.

DEFINITIONS

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

Accessories – means items such as but not limited to, chargers, protective cases, headphones and hands-free devices but excludes SIM cards and wearables.

Evidence of ownership for **accessories** will need to be provided at point of claim.

Accidental loss/accidentally lost - means that the **Mobile Phone** has been accidentally left by **you** in a location and **you** are permanently deprived of its use.

Evidence of ownership - A document to evidence that the **Mobile Phone you** are claiming for belongs to **you**. This can be a copy of the till receipt, delivery note, gift receipt or, confirmation from **your** Network Provider that the **Mobile Phone** has been used by **you**.

Excess - An amount **you** have to pay towards the cost of a claim under this insurance. **You** have to pay this amount regardless of the circumstances leading to the claim. The **excess you** have to pay is shown on **your Schedule of Insurance**.

Home – **your** permanent registered residence in the United Kingdom of Great Britain & Northern Ireland, the Isle of Man or the Channel Islands.

Immediate family – your mother, father, son, daughter and spouse. **Immediate family** also includes **your** domestic partner (domestic partner is defined under this policy as someone **you** are living with in a long-term permanent relationship as if **you** are married to them).

Mobile Phone - the portable electronic telecommunication device owned by **you** and detailed in **your Schedule of Insurance** that has been:

- Purchased as new in the UK; or
- Purchased as refurbished in the UK direct from the Manufacturer or Network Provider; or
- Gifted to **you** as long as **you** are able to provide a Gift receipt; and
- Is not more than 6 months old at the time the policy is purchased and **you** are able to supply **evidence of ownership** if requested.

Period of cover – A period of twelve months as stated in **your Schedule of Insurance**.

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 Mobile Phone(s)**.

Proof of usage – means evidence that the **Mobile Phone** has been in use since policy inception. This information can be obtained from your Network Provider. In the event of an accidental damage claim this can be verified when the **Mobile Phone** is sent to **our** repairers for inspection.

Schedule of insurance - the document provided to **you** following the purchase of this policy by **you** which includes the details of your **mobile phone** and which confirms **your** period of insurance, the limits of liability under this policy and the **excess** payable.

Territorial limits - The United Kingdom of Great Britain & Northern Ireland, the Isle of Man and the Channel Islands.

Terrorism - means any act, including but not limited to the use of force or violence of the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purposes, including the intention to influence any government to put the public or any section of the public in fear.

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

We, us, our – West Bay Insurance PLC

You, your – the person, who is over 18 years old, who owns the **Mobile Phone(s)** as stated on the **Schedule of Insurance**.

WHAT WE WILL COVER

A. Damage

We will arrange a repair if **your Mobile Phone** is damaged as the result of an accident (including accidentally coming into contact with liquid) or malicious damage. If **your Mobile Phone** cannot be economically repaired, it will be replaced.

B. Theft

If **your Mobile Phone** is stolen **we** will replace it. Where only a part or parts of **your Mobile Phone** have been stolen, **we** will only replace that part or those specific parts.

C. Accidental Loss

If **you** accidentally or unintentionally lose **your Mobile Phone** **we** will replace it.

D. Breakdown

If your **Mobile Phone** suffers electrical breakdown which occurs outside of the manufacturers guarantee period, **we** will repair it. If **your Mobile Phone** cannot be economically repaired, it will be replaced.

E. Unauthorised Call/Data Use

If **your Mobile Phone** is lost or stolen and is used fraudulently **we** will reimburse **you** for the costs upon receipt of **your** itemised bill up to a maximum value of £2500 for any one claim. This includes calls, messages, downloads and data made / used from the time it was lost or stolen up to a maximum of 24 hours from discovery of the incident.

F. Accessories

If **your** claim for **your Mobile Phone** is approved, **we** will replace any **accessories** that were **accidentally lost**, stolen or damaged at the same time as your **Mobile Phone** up to a maximum value of £150.

If **we** replace **your Mobile Phone** with a different make or model and this means that **you** can no longer use **your** existing **accessories**, **we** will replace them too, up to a maximum value of £150.

IMPORTANT: In the event of a claim **you** will be required to provide **proof of usage** which confirms **your Mobile Phone** has been in use between policy inception and the incident date.

WHAT WE WILL NOT COVER (Exceptions)

Your Mobile Phone is not covered for:

1. Theft:

- from any motor vehicle where **you** or someone acting on **your** behalf is not in the vehicle, unless the **Mobile Phone** has been concealed in a locked boot, closed glove compartment or other closed internal compartment and all the vehicle's windows and doors have been closed and locked and all security systems have been activated. A copy of the repairer's account for damage in gaining entry to the locked vehicle, must be supplied with any claim;
- from any building or premises (including your **home** or workplace) unless the theft involves force in gaining entry to or exit from the building or premises, resulting in damage to the building or premises. A copy of the repairer's account for such damage must be supplied with any claim;
- where **your Mobile Phone** was in the possession of a third party (other than a member of **your immediate family**) at the time of the event giving rise to a claim under this insurance;
- where the **Mobile Phone** has been left **unattended** when it is away from your **home**; or
- where **precautions** have not been taken.

2. Loss or damage caused by:

- **you** or **your immediate family** deliberately damaging, intentionally leaving or neglecting the **Mobile Phone**;
- **you** not following the manufacturer's instructions; or
- 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 **Mobile Phone**;

- repairs carried out by persons not authorised by us;
 - wear and tear or gradual deterioration of performance;
 - cosmetic damage of any kind including scratches and dents; or
 - any claim if the serial number has been tampered with in any way.
4. Any kind of damage whatsoever unless the damaged **Mobile Phone** is provided for repair.
 5. Any loss of a SIM (subscriber identity module) card.
 6. Any expense incurred as a result of not being able to use the **Mobile Phone**, or any loss other than the repair or replacement costs of the **Mobile Phone** unless relating to unauthorised call/data use for your **Mobile Phone** up to the maximum value of £2500.
 7. The policy **excess** - in the event that **you** make a claim, an **excess** fee applies which must be paid to **us** before **your** claim can be settled. This **excess** fee is shown on **Your Schedule of Insurance**.
 8. Loss, Theft or damage to **accessories** that were **accidentally lost**, stolen or damaged at the same time as your **Mobile Phone**.
 9. Any claim for a **Mobile Phone** where **proof of usage** cannot be provided or evidenced.
 10. Any **accidental Loss** where the circumstances of the loss cannot be clearly identified, i.e. where **you** are unable to confirm the time and place **you** last had **your Mobile Phone**.
 11. 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.
 12. Reconnection costs or subscription fees of any kind.
 13. **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.
 14. **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.
 15. **Sonic Boom**
Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
 16. **Loss of Data or Software**
Any loss of or damage to information or data or software contained in or stored on the **Mobile Phone** whether arising as a result of a claim paid by this insurance or otherwise.
 17. Any indirect loss or damage resulting from the event which caused the claim under this policy.
 18. Any liability of whatsoever nature arising from ownership or use of the **Mobile Phone**, including any illness or injury resulting from such ownership or use.
 19. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.
 20. Any loss where your bank account/credit card details stored on your **Mobile Phone** are used to purchase goods or withdraw funds.

CLAIM SETTLEMENT

1. The intention of this policy is to put **you** back in the same position as immediately prior to the loss or damage. It is not a replacement as new policy. If the **Mobile Phone** cannot be replaced with an identical **Mobile Phone** 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 **Mobile Phone**. **We** cannot guarantee that the replacement **Mobile Phone** will be the same colour as the original item. Where an equivalent refurbished item is not available, **we** will offer vouchers or a cash settlement based on the market value of the original **gadget** taking into account its age and condition.
2. Repairs will be carried out using readily available parts. Where possible **we** will use Original parts but in some cases, unbranded parts may be used. In the event that any repairs authorised by **us** under this policy invalidate **your** manufacturer's warranty, **we** will repair or replace **your Mobile Phone** for the remaining period of **your** manufacturer's warranty in line with **your** manufacturer's warranty terms and conditions.
3. If **your gadget** was water resistant when new, the repaired or replaced **gadget** will also be water resistant but **we** cannot guarantee the replacement will be water proof.
3. In the event of a valid claim resulting in the replacement of the **Mobile Phone**, this policy will automatically cover the replacement **Mobile Phone**.

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 **Mobile Phones** bought in the countries within the **territorial limits** of the policy. Cover applies throughout the **territorial limits** of the policy and is also automatically extended to include use of the **Mobile Phone** anywhere in the world up to a maximum of 90 days in total in any single 12 month period of insurance, subject to any repairs being carried out in the UK by repairers approved by **us**. No cover is provided for claims where **you** are travelling to a country where the Foreign and Commonwealth Office (FCO) have advised against all but essential travel. **You** can check the FCO travel advice at www.fco.gov.uk.
3. The **Mobile Phone(s)** must not be more than 6 months old, must be purchased in the UK as new, or if refurbished, purchased directly from the manufacturer, and **you** must be able to provide **evidence of ownership** at inception of this insurance cover. **Evidence of ownership** should include the make, model and serial number of the **Mobile Phone** and must be in **your** name or **you** must be in possession of a gift receipt.

4. You must provide us with any receipts, documents or **evidence of ownership**, 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. You cannot transfer the insurance to someone else or to cover any other **Mobile Phone(s)** without our written permission.
7. You must take all **precautions** to prevent any loss or damage.
8. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.
9. In respect of your annual policy being paid by monthly premiums, if the Direct Debit premium payment is cancelled by you or collection of premium is unsuccessful at any given point, then we will write to you giving 30 days' notice of cancellation (see Cancellation section below) and any outstanding premium for the cover received will become due, unless the situation is rectified when we next attempt to collect payment.

CANCELLATION

Your right to change your mind (withdrawal period)

You may cancel the insurance, without giving reason, by writing to Citymain Administrators Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, Hampshire PO6 3FQ or by telephoning 0333 999 7918, or by emailing info@citymain.com within 14 days of it starting or (if later) within 14 days of you receiving the insurance documents if you are a new customer or 14 days from the renewal date if you are an existing customer.

On receipt of your notice of cancellation you will receive a full refund of all premium paid provided that no claim has been paid by us and you do not intend to make a claim under this insurance.

If a claim has been made by you we will not refund any premium and if you are paying by monthly instalments you must still pay us the remaining annual premium.

If you do not exercise your right to cancel during the 14 day period, your policy will continue as normal.

If you cancel your direct debit this does not mean that you have cancelled your policy.

Cancellation by you after 14 days

If you wish to cancel your insurance after the initial 14 day period you can do so by writing Citymain Administrators Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, Hampshire PO6 3FQ or by telephoning 0333 999 7918, or by emailing info@citymain.com

If you pay your premium on a monthly basis your policy will be cancelled at the next monthly anniversary of the date your policy commenced. There will be no refund of premium due as the premium paid will have only been in respect of the cover already received.

If a claim has been made by you we will not refund any premium and you must still pay us the remaining annual premium. If you cancel your direct debit this does not mean that you have cancelled your policy.

If you pay your insurance premium annually and providing no claim has been made under the policy you will receive a proportionate refund of premium based on the unused period of cover under the policy. Policy cover will cease from the date we receive your cancellation instructions or from a later date at your request.

If a claim has been made we will cancel your cover but not refund any premium.

Cancellation by us

We may cancel the policy by giving you 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

If your premium is being paid annually we will refund the premium relating to the remaining period of insurance on a proportionate basis. There will be no refund of premium allowable if you are paying your annual premium monthly.

CLAIMS PROCEDURE

1. You must:

- notify Davies Group Limited on **0203 794 9335** or by emailing gadgetclaims@davies-group.com as soon as possible but ideally within 48 hours of the discovery of any incident likely to give rise to a claim under this insurance. If the incident happened outside of the UK, please notify Davies Group Limited within 48 hours of your return to the UK.
- report the theft or loss of any **Mobile Phone**, within 24 hours of discovery to your Airtime Provider and blacklist your handset;
- report the theft or loss of any **Mobile Phone** to the Police within 48 hours of discovery and obtain a crime reference number in support of a theft claim 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 rateable proportion of the claim may be recovered direct from these Insurers.
- return your completed claim form and **evidence of ownership** to Davies Group within 30 days of the incident date along with any other requested information.

Please note any delay in reporting an incident to Davies Group Limited, your Airtime Provider or the Police may invalidate your right to claim under the policy.

2. If we replace your Mobile Phone(s) the damaged or lost item becomes our property. If it is returned or found you must notify us and send it to us if we ask you to. Claims made under this policy are administered by Davies Group Limited. Please address all claims correspondence to:

Davies Group Limited, Connect Centre, Kingston Crescent, Portsmouth, PO2 8QL, or by emailing help@betterbuy.co.uk to help us improve our service we

may record or monitor telephone calls.

WARNING

If you or anyone acting on your behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate any claim made under this insurance, we will not pay the claim and cover under this and all other insurances currently in force with us with which you are connected will cease immediately. You will not be entitled to any refund of premium under any policy.

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 circumstances of the theft, loss or damage we consider this as fraud. Details of all such cases will be passed to appropriate agencies for action.

CONSUMER INSURANCE ACT

You are required 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.

Under the Consumer Insurance (Disclosure and Representations) Act 2012 your failure to take reasonable care to avoid misrepresentation in relation to the information provided (including subsequent changes to any such information) could result in your policy being cancelled or your claim being rejected or not fully paid.

COMPLAINTS

Complaints regarding:

SALE OF THE POLICY / SERVICE

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 policy administration you should in the first instance contact Citymain's Complaints Department. The contact details are:

Complaints Department
Citymain Administrators Limited
3000 Lakeside, North Harbour,
Western Road,
Portsmouth,
Hampshire
PO6 3FQ

Tel: 0333 999 7918, Email: info@citymain.com

CLAIMS

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 Davies Group's Customer Services Director.

The contact details are:

The Customer Services Director,
Supercover Insurance,
Connect Centre,
Kingston Crescent,
Portsmouth,
PO2 8QL

Tel: 0203 794 9300

Email: gadgetcomplaints@davies-group.com

Please ensure your policy number or claim reference is quoted in all correspondence to assist a quick and efficient response.

Citymain Administrators Limited and/or Davies Group Limited will make every effort to resolve your complaint immediately. If they cannot resolve your complaint by the end of the next working day they will acknowledge your complaint within 5 days of receipt and will do their best to resolve the problem within four weeks by

sending you a final response letter.

If they are unable to resolve your complaint in this time they will write to advise you of progress and will endeavour to resolve your complaint within the following four weeks.

If you are still dissatisfied after receiving their final response letter you may refer your complaint to the Financial Ombudsman Service at the following address:

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London E14 9SR

Email: www.financial-ombudsman.org.uk

You have the right of referral within six months of the date of your final response letter. Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

COMPENSATION SCHEME

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if **we** cannot meet our liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

HOW WE USE YOUR INFORMATION

What information we collect and how:

We will collect data from you when you contact us directly for a policy quotation or visit one of our websites. * If you purchase a policy from one of our business partners your personal data will be provided to enable us to provide policy, claims and card loss administration services.

We may also collect information about you from other sources to help fraud detection and financial crime prevention. These other sources include registers held by reputable organisations.

The data collected may include:

- Any personal details you provide when requesting a quotation or when you purchase insurance such as name, address, email address, telephone number, bank sort code and account number if your policy is paid by monthly direct debit.
Or
Any personal details forwarded to us by a third party on whose behalf we are providing a policy, claim or card loss administration service on behalf of the third party.
- Your IP address (this is your computer's individual identification number) which is automatically logged by our web server. This is used to note your interest in our website.
- Your preferences and use of email updates (if you select to receive email updates on products and offers).
- Session information stored in cookies, these do not include any personal information and are used to ensure the correct data is extracted from the database when using our interactive systems.
- Our websites may use Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies" , which are text files placed on your computer, to help the website analyse how users use the site. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of the/our website. By using the/our website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.
- Any additional information you submit to make a claim for example date of birth, name and address of the device user and vehicle registration number if item stolen from a car and other information you provide when making a claim. Further we may hold police crime reports.
- Any additional information you submit while using any of our websites

*Please note that some elements of our websites are managed and operated by our Group Head office at 71 Quai Colbert 76095 Le Havre Cedex France, and therefore will be subject to the following:

In accordance with French data protection legislation of January 6, 1978 as amended by the Act of August 6, 2004 (articles 38-43 of Act no. 78-17 of January 6, 1978 concerning "Information Technology, Files and Freedom of Information") you have the right to access, change, correct or delete information that refers to you by name. To exercise this right, you should write to the Group Communication Department, SPB, 40-44, Rue Washington 75008 Paris - FRANCE.

For information on France's data protection legislation, please visit the website of the French Commission Nationale de l'Informatique et des Libertés at www.cnil.fr.

What we use your information for:

Any personal data we collect from any website or by other means will be used in accordance with the Data Protection Act 1998 and General Data Protection Regulation.

The details we collect will be used as follows:

If you are a prospective insured person we will use your personal data to consider an application to provide a quotation for an insurance policy, assess and evaluate risk, and, subject to applicable terms and conditions, provide you with a policy on the behalf of the insurer.

To provide any related services such as policy administration in connection with any product you have purchased. In respect of claims handling services, the data will be used to assess the claim made and to evaluate the risk of fraud. We will also use personal data related to a claim to inform the renewal process and potentially future policy applications.

To invite renewal of your policy, where applicable

To contact you for marketing purposes but only where we have appropriate permissions to make contact.

To analyse information in our various systems and databases to help improve the way we run our business and to provide a better service. To do this, we will use third party organisations for monitoring how customers use any website and issuing our e-mails for us. Please note where appropriate anonymised data fields will be used (particularly in relation to policy and claim information). In respect of Google analytics, the information generated by the cookie about your use of the website (including

your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for evaluating your use of the website, compiling reports on website activity for us and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google.

Protecting your privacy

Your personal data will only be used for the purposes detailed under section 2: Where you have provided your consent to the data being used in that way or the use of your personal data is to provide a service or provide a quotation in relation to an insurance policy or the use of your personal data is necessary to comply with any relevant legal or regulatory obligation.

or

Our use of your personal data is necessary to support 'legitimate interests' that we have as a business (for example, to improve our products, or to carry out analytics across our datasets), provided it is conducted always in a way that is proportionate, and that respects your privacy rights.

Who do we share your personal data with?

We work with third parties to help manage our business and deliver services. These third parties may, from time to time, need to have access to your personal data. In addition, access may also be required as follows:

- the Insurer of the policy and regulator and organisations working to prevent fraud in financial services may require access to your personal data. We require all of our service providers to respect the confidentiality and security of personal data.
- When providing a service in relation to a claim; loss adjusters and service providers for the repair and replacement of an item and third parties who help manage our IT and back office systems.
- We may be under legal or regulatory obligations to share your personal data with courts, regulators, law enforcement or in certain cases other insurers.

Direct marketing

Where prior consent has been obtained from you we may use your personal data to send you direct marketing communications about insurance products or related services. This may be in the form of email, post, SMS, telephone or targeted online advertisements. Any marketing will be reasonable and proportionate. You have a right to prevent direct marketing of any form at any time. This right can be exercised by following the opt-out links in electronic communications, or by contacting us directly.

How long do we retain your information?

Your personal information will not be retained for longer than is necessary and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of seven years following the policy record expiry date or the date of claim notification.

Your rights:

You can ask us to amend or remove your personal data held by us. However, please note that we may need to keep some personal data for legal and regulatory purposes. You also have the right to request a copy of any personal information we hold about you. Please contact our Data Protection Officer below for any of these requests.

Data Protection Officer
SPB UK & Ireland
3000, Lakeside,
North Harbour,
Western Road,
Portsmouth,
Hampshire,
PO6 3EN
Email: compliance@spbuk.com
Telephone: 02392 836839

Where we have received your request for a copy of your personal information, we will respond within thirty days of receipt. We will not ask for a fee unless your request for access to information is excessive. In this instance the fee will be reasonable, and we will advise you of the fee due before completing your request. You can ask us to provide your personal data to you in a structured, commonly used, machine-readable format, or you can ask to have it 'ported' directly to another Data processor but in each case only where you have provided consent.

You can object to any processing of your personal data which has our 'legitimate interests' as its legal basis, if you believe your fundamental rights and freedoms outweigh our legitimate interests.

Once you have objected, we have an opportunity to demonstrate that we have compelling legitimate interests which override your rights and freedoms.

Complaints:

You have the right to lodge a complaint with the Information Commissioners Office about our processing of your personal data. We ask that you please attempt to resolve any issues with us first, by contacting the Data Protection Officer at compliance@spbuk.com