

MOBILE PHONE INSURANCE

This insurance is arranged by Square Pound Ltd t/a Better Buy Insurance, administered by Supercover and underwritten by Zenith Insurance Plc, Authorised Insurers, registered in Gibraltar No 84085. Registered Office: 846-848 Europort, Gibraltar.

Square Pound Ltd and Supercover Insurance Ltd are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by contacting them on 0800 111 6768.

Zenith Insurance Plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting insurance business in the UK (Number 211787).

Zenith Insurance Plc is a member of the Association of British Insurers.

All Better Buy Insurance claims are processed by Direct Group Limited. Certain subsidiaries of Direct Group Limited are authorised and regulated by the Financial Conduct Authority. Registered office: Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. Financial Services Register number: 307332. Company number: 2461657. Registered in England & Wales

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 and what level of cover applies to **your** insurance. 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.

Home – the permanent residence shown on **your** Schedule of Insurance.

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.

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 – Zenith 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. Accidental Damage

We will arrange a repair if **your Mobile Phone** is damaged as the result of an accident 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. Liquid Damage

If **your Mobile Phone** is damaged as a result of accidentally coming into contact with any liquid, **we** will repair it. If it cannot be repaired **we** will replace it.

G. 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** 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 varies depending on the value of **Mobile Phone** **you** have insured with **us**. The fees are set out below:
 - If **your** claim is for a **Mobile Phone** up to the value of £899 (when new) the excess fee is £75 for any claim.
 - If **your** claim is for a **Mobile Phone** valued at £900 or more (when new) the excess fee is £100 for any claim.
 8. Loss of or damage to **accessories** that were not attached to **your Mobile Phone** at the time of the incident.
 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 Supercover Insurance Ltd, Waterside House, 20 Riverside Way, Uxbridge, UB8 2YF, or by telephoning **0203 794 9335**, or by emailing cancellations@supercoverinsurance.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 written 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 the withdrawal period

If you wish to cancel your insurance after the initial 14 day withdrawal period you can do so by writing to Supercover Insurance Ltd, Waterside House, 20 Riverside Way, Uxbridge, UB8 2YF, or by telephoning **0203 794 9335**, or by emailing cancellations@supercoverinsurance.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 Direct Group Limited on **0203 794 9335** or by emailing supercoverclaims@directgroup.co.uk 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 Supercover 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 Supercover Insurance within 30 days of the incident date along with any other requested information.

Please note any delay in reporting an incident to Supercover Insurance Ltd, 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. This policy is administered by Supercover Insurance Limited on behalf of Zenith Insurance Plc. Please address all claims correspondence to: Supercover Insurance Ltd, Waterside House, 20 Riverside Way, Uxbridge, UB8 2YF, or by emailing supercoverclaims@directgroup.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 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

Please contact Square Pound Ltd t/a Better Buy Insurance who arranged this insurance on your behalf. You can get in touch on info@betterbuyinsurance.co.uk

Complaints regarding:

CLAIMS / 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 handling of a claim you should in the first instance contact Supercover's Customer Services Director. The contact details are:

The Customer Services Director,

Waterside House

20 Riverside Way

Uxbridge

UB8 2YF

Tel: 0203 794 9335 Email: customer.relations@directgroup.co.uk

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

Supercover Insurance 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 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

Introduction

We believe in keeping your information safe and secure. Full details of what data we collect and how we use it can be found in our privacy policy which you can access via www.supercoverinsurance.com or by requesting a copy from our Data Protection Officer (contact details below). This section provides you with some basic information and explains:

- What we do with your information
- How we may check the information you have provided to us against other sources such as databases
- Who we share your information with, and
- How we may use your information.

We are governed by the Data Protection legislation applicable in the United Kingdom

How we may collect your information

We may collect details about you from

- Information you give to brokers
- Information you give us in online forms and other forms
- Other sources such as Google Earth and social media
- Third parties and other sources
- Telematics systems.

What information we may collect about you

We collect details including details about your health, personal circumstances, claims history, credit history, motoring history and other relevant details. We may collect information on you from databases such as the electoral roll and county court judgment records.

How we may share your information

In order to provide our services to you, we may share your information with other insurance companies, solicitors, regulators, business partners and suppliers. We may also have a legal obligation to provide your information, in certain circumstances, with regulators, police and other public bodies. Information you supply may be used for the purposes of insurance administration by us and third parties. These third parties may share your information with their own agents.

How we may use your information

We may use your information for a number of purposes. These include:

- Providing you with our services
- Dealing with your claim
- Carrying out checks such as fraud checks and credit checks
- Providing you with information about our products and services.

We give details about some of these processes below.

Providing you with details on our Products and Services

Where you have given us your consent to do so, we will send you information about products and services of ours and other companies in our Group which may be of interest to you. We may contact you by telephone, letter or email (as you have indicated).

You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the Group.

If you no longer wish to be contacted for marketing purposes then please contact our Data Protection Officer (contact details below).

Fraud Prevention and Detection

We carry out fraud checks on our customers. We do this in order to prevent fraud and also to help us make decisions about the provision, pricing and administration of insurance. When carrying out these checks, we will search against fraud detection databases.

We may pass details about you to some of these databases.

Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

Claims History

We may process data relating to your claims history for the purposes of assessing any claim you may make. The aim is to help us to check information provided and also to prevent fraudulent claims. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal.

Credit Searches and Accounting

In assessing an application for insurance or policy renewal, we may search files made available to us by credit reference agencies. They keep a record of that search. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

Transfers

Sometimes your information may be transferred outside the European Economic Area by us, by the organisations with whom we share your information or by the servants and agents of these organisations. If we do this we will ensure that anyone to whom we pass it provides an adequate level of protection.

Your Rights as a Data Subject

Under Data Protection Laws you have certain rights; these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If you would like to exercise any of your rights please contact our Data Protection Officer (contact details below).

Data Protection Officer

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at

Data Protection Officer
Supercover Insurance Limited
45 Westerham Road
Bessels Green
Sevenoaks
Kent
TN13 2QB