

Mobile Phone Insurance

Policy Terms and Conditions

This insurance is arranged by Square Pound Ltd t/a Better Buy Insurance, administered by Citymain Administrators Limited and underwritten by Zenith Insurance Plc, Authorised Insurers, registered in Gibraltar 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.

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, 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

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. 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 manufacturer's 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 waterproof.
4. 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 Phone(s)** 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 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 Direct 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 Direct Group within 30 days of the incident date along with any other requested information.

Please note any delay in reporting an incident to Direct 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 Direct Group Limited Please address all claims correspondence to: Direct Group Limited, Connect Centre, Kingston Crescent, Portsmouth, PO2 8QL, 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 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 Direct Group's Customer Services Director.

The contact details are:

The Customer Services Director, Direct Group Limited,
Connect Centre, Kingston Crescent, Portsmouth,
PO2 8QL

Tel: 0203 794 9335

Email: customer.relations@directgroup.co.uk

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 Direct 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?

You 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 3FQ

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