

Gadget Insurance

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GADGET INSURANCE

Introduction

This insurance is designed to protect you if your gadget is accidentally damaged, stolen or lost. It also provides cover if your gadget suffers a mechanical or electrical breakdown outside of the manufacturer's guarantee period.

It's important that **you** read **your** insurance schedule to make sure that everything **you've** told **us** is correct. Please read this policy carefully so that **you** understand the cover **we** are giving **you**. **You** must follow the terms and conditions set out in this policy wording. It's important that **you** keep this policy wording and **your policy schedule** in a safe place in case **you** need to look at them later.

This insurance is arranged by Strategic Insurance Services Limited & Dynamo Cover & underwritten by Collinson Insurance (a trading name of Astrenska Insurance Limited). Registered in England number 01708613. Collinson Insurance is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk.

Strategic Insurance Services Limited & Dynamo Cover are authorised and regulated by the Financial Conduct Authority.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) Supply accurate and complete answers to all the questions **we** or the **administrator** may ask as part of **your** application for cover under the policy.
- b) Make sure that all information supplied as part of your application for cover is true and correct.
- c) Tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to, and renew your policy. If any information you provide is not complete and accurate, this may mean your policy is invalid and that it does not operate in the event of a claim, or we may not pay any claim in full.

Eligibility Criteria/Conditions

- 1. To get this gadget insurance, you need to live in the UK and be at least 18 years old when you bought the policy.
- 2. Your gadget must be less than 24-months-old when you got this insurance.
- 3. You must have a valid receipt from a UK company that pays VAT.
- 4. You have to buy your gadget in the UK. Within a week of getting this insurance, you need to give us:
 - a) A picture showing that **your gadget** is not broken, and it works.
 - b) A description of the **gadget** you want to cover.
 - c) If it's a mobile phone, the IMEI number. **You** can find it by dialling *#06#. If it's a tablet, laptop, or another gadget, the serial number which **you** can find in the settings menu.

Replacement Condition

This policy is for replacing **your gadget** if it gets damaged, lost or stolen. It doesn't give **you** a brand-new replacement. If **your gadget** can't be replaced with the exact same one, **we'll** give **you** a similar item that has similar features or is worth about the same based on its age and condition. The maximum amount **we'll** cover is the amount stated in **your policy schedule**.

How to make a claim

To make a claim, follow these steps:

1. Contact the Claims Administrator as soon as reasonably possible after any incident that may result in a claim under this insurance:

Online: claims: www.eclaimcity.co.uk Phone: 0333 999 7947 (local rate call) Email: claims@citymain.com Post: Citymain Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3FQ.

- 2. If **your** mobile phone is stolen or lost, inform your airtime provider within 48 hours of discovering the loss or **theft**, or as soon as reasonably possible if there is a circumstance outside of **your** control. Ask them to blacklist **your** handset.
- Report the theft or loss of your gadget to the police within 48 hours of discovery, or as soon as reasonably possible if there is a circumstance outside of your control. Get a crime reference number for theft or a lost property number for loss.

4. If we replace **your gadget**, the damaged or lost item becomes **our** property once **you** receive the replacement item. If **you** find the claimed item or it is returned to **you**, let **us** know and send it back if requested.

Before your claim can be approved, you must pay the excess.

Definitions

The following words shall have the meanings given below wherever they appear in bold:

Administrator

Dynamo Cover Limited, Cardiff House, Cardiff Road, Barry, CF63 2AW trading as HomeRescue.Co.

Accessories

These are additional items that come with **your gadget**, such as chargers, carrying cases, headphones, hands-free mounting kits, USB cables and SIM card.

Accidental damage

Any unintentional and unexpected damage that happens to **your gadget**. It must be visible and caused by an external force, making it unusable.

Breakdown

A sudden mechanical or electrical failure of your gadget, resulting in it stopping working as it should.

Claims administrator

Citymain Administrators Limited.

Claims limit

The most we will pay towards a claim, as stated in your policy schedule.

Computer virus

Harmful instructions or code that can spread through your computer system and cause damage.

Cosmetic damage

Non-structural harm to your electronic gadget, such as scratches, dents, or marks. It doesn't stop it working normally.

E-Wallet

A payment service associated with a recognised debit or credit card provider, enabling the purchase of goods or services in Pound Sterling (£), or the native currency of the country you are visiting.

Electronic data

Information that can be stored and processed electronically, like messages, pictures, or software.

End date

This is the date when your insurance coverage will expire unless you tell us that you want to renew your policy.

Excess

The amount you must pay for each claim you make under this policy, as detailed on your policy schedule.

Gadget

The item or items owned by **you**, new or purchased as a refurbishment from a UK telecoms provider, when purchased and currently in full working order, from a UK VAT registered company and for which **you** hold **proof of purchase**, and that is insured by **us** as detailed in **your policy schedule**.

Immediate family

Your husband, wife, civil partner, partner, children, or parents, who normally live with you.

Loss

Where the gadget has been accidentally left by you in a location and you are permanently deprived of its use.

Malicious Damage

The intentional or deliberate actions of another party, not including your immediate family which causes damage to your gadget.

Period of insurance

The period of time between the start date and the end date which is shown on your policy schedule.

Policy schedule

The separate document we send you that includes details about you and what you are covered for.

Proof of purchase

The original receipt and any other required documentation that proves your electronic gadget was bought from a VAT registered

company in the UK. It should include details such as the purchase date, make, model, serial number, and IMEI number (if applicable) of **your** electronic **gadget**.

Reasonable precautions

Taking reasonable precautions means not leaving **your** property unattended in publicly accessible places. **We** will not cover any claims for property left unattended in such locations.

Replacement item

An identical electronic **gadget** item that is of the same age and condition as the original. If an exact replacement is not available, **we** will provide a comparable item with similar specifications or equivalent value, taking into account the age and condition of the original item.

Start date

The start date of your insurance coverage, as shown in your policy schedule.

Theft

Theft means the unauthorised and dishonest appropriation or attempted appropriation of your specified electronic gadget, with the intention of permanently depriving you of it.

Unattended

Not within your sight at all times and out of your arms-length reach.

We, Us, Our, Insurer

Collinson Insurance.

You, Your

The insured person, who owns the specified gadget as stated on your policy schedule.

What is covered

In return for the payment of **your** premium **we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of insurance**.

The most that we will pay during the **period of insurance** is the **claims limit** as shown on **your policy schedule**. The most that we will pay for compatible/non-compatible **accessories** is £150.

Accidental damage

We will cover the repair costs of your gadget if it gets accidentally damaged. If repairing the gadget is not economically viable, we may, at our discretion, provide a replacement item.

Please note that we will not cover accidental damage caused by:

- a) Deliberate damage or neglect of the gadget.
- b) Failure to follow the manufacturer's instructions.
- c) Inspection, maintenance, routine servicing, or cleaning.

Malicious Damage

If your gadget is damaged through the intentional or deliberate actions of another party, not including your immediate family, we will cover the repair costs of the gadget. If repairing the gadget is not economically viable, we may, at our discretion, provide a replacement item.

Theft

If **your gadget** is stolen, **we** will replace it. In cases where only parts of the gadget are stolen, **we** will only replace the stolen part(s).

Please note that we will not cover theft in the following situations:

- a) If the loss occurs from a motor vehicle where neither you nor someone acting on your behalf is present, unless the gadget was concealed in a locked boot, glove compartment, or other locked internal compartment, with all the vehicle's windows, doors, and security systems closed, locked, and activated.
- b) If the **theft** occurs from premises, buildings, land, or vehicles without the use of force resulting in damage to the property.
- c) If the gadget was left unattended while away from your home.
- d) If reasonable precautions were not taken to safeguard the gadget.

E-Wallet Protection

If **your gadget** is stolen and the theft is covered by **your** policy, **we** will refund the cost of unauthorised transactions made from **your** credit or debit card via **your gadget** after it was stolen using an e-wallet facility, providing a security pin has been set up for all transactions. The most **we** will pay under this section is £1,000. **We** will only cover fraudulent transactions made within 24 hours of the **gadget** being stolen.

Mechanical Breakdown

If **your gadget** experiences a **breakdown** outside of the manufacturer's guarantee or warranty period, **we** will cover the repair costs. If repairing the gadget is not economically viable, **we** may, at our discretion, provide a replacement item. Please note that **we** will not cover **breakdown** caused by:

- a) Deliberate neglect.
- b) Failure to follow the manufacturer's instructions.

Liquid Damage

If your gadget gets damaged due to accidental contact with any liquid, we will repair it or provide a replacement item.

Unauthorised Calls, Texts or Data Use

If **your gadget** is a device for which **you** are charged for unauthorised use and it gets lost or stolen, **we** will refund the cost of any calls, texts, or data used from the time of loss or **theft** until it was blacklisted by **your** airtime provider. To claim this refund, **you** need to provide an itemised bill. The maximum **we** will pay per claim is £10,000.

Please note that **we** will not cover unauthorised use: if the **theft** or loss has not been reported to **your** airtime provider within 48 hours of the incident occurring, or as soon as reasonably possible if there is a circumstance outside of your control.

Loss

If you lose your gadget, we will replace it.

We will not pay for loss:

- a) Where the gadget has been left unattended when it is away from your home.
- b) Where reasonable precautions have not been taken.

What is not covered

- a) Repairs or any other costs for:
 - Cleaning, inspection, routine servicing, or maintenance.
 - Loss or damage arising from a manufacturer's defect or recall of the gadget.
 - Replacement of or adjustment to fittings, control knobs or buttons, batteries, or aerials.
 - Any repairs carried out without prior authorisation from **us**.
 - Wear and tear to the gadget and/or gradual deterioration of performance;
 - Cosmetic damage.
- b) Any claim if the serial number, IMEI (international mobile gadget identity) or sim gate has been tampered with.
- c) Any amount over the claims limit.
- d) Any claim occurring in the manufacturer's guarantee or warranty period where the manufacturer is responsible for repair.
- e) Any claim made, or any event causing the need for a claim to be made, that occurs before the start date of the policy.
- f) Any claim for a mobile phone or iPhone which has not been used for its core purpose since the start of **your** policy.
- g) Any repair or replacement if a SIM card registered to **you** was not in the insured mobile phone or **gadget** at the time of the **accidental damage, theft, breakdown**, or liquid damage.
- h) Any loss of a SIM (subscriber identity module) card.
- i) Any expense incurred arising from not being able to use the **gadget**, or any costs other than the repair or replacement costs of the **gadget**.
- j) Any **breakdown** arising from the failure of any electrical or computer gadget, software, micro-controller, microchip, **Accessories**, or associated gadget to correctly recognise and process any calendar date or time.
- k) Reconnection costs or subscription fees of any kind.
- I) Costs arising from the replacement of any personalised ring tones, graphics, downloaded material or software.
- m) Items purchased from an on-line auction site unless from a VAT registered supplier.
- n) Any costs for loss or damage to information or data or software contained in or stored on the **gadget** whether arising as a result of a claim paid by this insurance or otherwise.
- o) Any other costs that arise directly or indirectly from the event which led to **your** claim unless specifically stated in this policy.
- p) Liability arising from ownership or use of the gadget, including any illness or injury resulting from it.
- q) Value Added Tax (VAT) where you are registered with HM Revenue & Customs for VAT.
- r) Claims arising from damage or destruction directly caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- s) Claims for any **gadget** used in connection with **your** profession or trade.
- t) Any claims resulting from **Computer Viruses**, including situations where **electronic data** is lost, destroyed, distorted, altered, or otherwise corrupted.
- Any consequence of war, invasion, foreign enemy hostilities, civil war, Terrorism, rebellion, revolution, military force or coup, confiscation, nationalisation, requisition, destruction, or damage to property by or under the order of any government or authority.
- v) Any direct or indirect consequence of irradiation, contamination by nuclear material, or the properties of any radioactive matter or device.
- w) Anything held in an E-Wallet which is not Pound Sterling (£), or the native currency of the country you are visiting, including but not limited to cryptocurrencies, non-fungible tokens, tokenised securities, or any other form of digital asset that could have an associated value in Pound Sterling.

Policy Conditions and Limitations

- a) This insurance only covers **gadgets** bought and used in the UK, not the Isle of Man, and the Channel Islands. **You** can use the **gadget** anywhere in the world for a total of up to 90 days in a year. Any repairs or replacements must be done in the UK by repairers or retailers approved by **us**.
- b) The **gadget** must be less than 24 months old when the insurance starts. All items must have been bought new from a VAT registered company and must be in good working condition when the insurance starts.
- c) You need to give us any receipts, proof of purchase, or documents we ask for to support your claim. These documents should include the make, model, and serial number of the electronic gadget and should be in your name. If you don't provide the requested documents, it may delay or result in the denial of your claim.
- d) You must take all reasonable precautions to prevent any loss or damage to your gadget.
- e) Where premium is owed to **us** no benefits under this policy shall be due.
- f) We will process your claim based on the first reason you notified us. We may need to contact your airtime provider to confirm your claim.
- g) This cover provides unlimited claims on the insured item per **period of insurance** in respect of claims for **theft** or **loss** up to the **claims limit** detailed in your schedule.
- h) Cover for your gadget applies to you as the person who purchased the policy and your immediate family.
- i) The benefits of this policy cannot be transferred to someone else or to any other **gadget** without **our** written permission.
- j) Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.
- k) We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose us to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where we transact business.

Warranty of Replacements and/or Repairs

If we repair your gadget, we will give you a 3-month warranty. If we replace your gadget, we will give you a 3-month warranty on the replacement.

How to Cancel

You have the right to cancel this policy within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. We will refund to you any premium you have paid to us. In the case of renewals, we will refund to you any premium you have paid to us less any payments we have made.

Cancellation by you: if **you** cancel after 14 days, cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. No return of premium will be made.

Cancellation by us: we do not have to accept renewal of any insurance and may at any time cancel any insurance document by giving 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) Where we reasonably suspect fraud.
- b) Non-payment of premium.
- c) Threatening and abusive behaviour.
- d) Non-compliance with policy terms and conditions.
- e) You have not taken reasonable care to provide complete and accurate answers to the questions we ask.
- f) You do not or are not willing to co-operate in the event of a claim.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If we cancel the policy, you will receive a pro-rata return of premium for the number of complete unexpired months remaining of your policy. You will not be entitled to a pro-rata refund if the reason for cancellation is fraud, failure to co-operate and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

To cancel **your** policy please contact the **administrator**:

Dynamo Cover Limited Cardiff House Cardiff Road Barry CF63 2AW

Tel: 0330 22 34 604

Customer Service/Complaints

We always strive to provide excellent service. However, if you have a complaint, please follow these steps.

If your complaint is regarding sale of the policy, please contact:

Dynamo Cover Limited – Complaints Cardiff House, Cardiff Road Barry, CF63 2AW Tel: 0330 22 34 604 Email: complaints@dynamocover.com

For complaints about the handling of a claim, please contact:

Citymain Administrators Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3FQ Tel: 0333 999 7947 (local rate call) Email: info@citymain.com

We will respond to your complaint within four weeks of receiving it. Our response will be our final decision based on the information provided. If there's a delay in our investigations, we'll explain the reason and give you an estimated timeframe for reaching a decision.

The Financial Ombudsman Service

If, for any reason, **you're** still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

The Financial Ombudsman Service Exchange Tower 1 Harbour Exchange Square, London E14 9SR Telephone: 08000 234 567 (free for people calling from a landline) or 0300 123 9 123 Email: complaint.info@financial-ombudsman.org.uk

Following this complaints procedure does not stop you from taking legal action.

Fraud

You must not act in a fraudulent way. If you or anyone acting for you:

- Fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy.
- Fails to reveal or hides a fact likely to influence the cover we provide.
- Makes a statement to us or anyone acting on **Our** behalf, knowing the statement to be false.
- Sends us or anyone acting on our behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- Makes a claim for any loss or damage you caused deliberately or with your knowledge.
- If your claim is in any way dishonest or exaggerated.

We will not pay any benefit under this policy or return any premium to you, and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. we may also take legal action against you and inform the appropriate authorities.

Financial Services 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 the information about you

As a data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. **We** also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for **us** to:

- Meet our contractual obligations to you.
- Issue you this insurance policy.
- Deal with any claims or requests for assistance that **you** may have.
- Service your policy (including claims and policy administration, payments, and other transactions).
- Detect, investigate, and prevent activities which may be illegal or could result in your policy being cancelled or treated as
- if it never existed.Protect our legitimate interests.

To administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **our** behalf. Some of these

companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.

We will not share your information with anyone else unless you agree to this, or we are required to do this by our regulators (e.g., the Financial Conduct Authority) or other authorities.

The personal information **we** have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by **us** and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting https://cifas.org.uk/fpn and https://insurancefraudbureau.org/privacy-policy

Processing your data

Your data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that you have with us.
- Is in the public or **your** vital interest: or.
- For **our** legitimate business interests.

If we are not able to rely on the above, we will ask for your consent to process your data.

How we store and protect your information

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union. **We** will need to keep and process **your** personal information during the **period of insurance** and after this time so that **we** can meet our regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

We also have security measures in place in our offices to protect the information that you have given us.

How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please contact us by email or letter as shown below:

Email address: data.protection@collinsongroup.com Postal Address: 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service or refuse to give **you** this information if your request is clearly unjustified or excessive.

We want to make sure that **your** personal information is accurate and up to date. **You** may ask **us** to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact **our** complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at https://ico.org.uk/