Mobile Phone Insurance

Insurance Product Information Document

Company: Warranty & Creditor Services

Warranty & Creditor Services is authorised and regulated by the Financial Conduct Authority.

This document is a summary of cover highlighting the main features and benefits as well as the general conditions and exclusions of this policy. Full terms and conditions can be found in the policy wording, which is contained in the Schedule of Insurance. This will provide specific details of your policy and the cover(s) you have selected. Please take some time to read the policy documents when you receive them. It is important that you tell us as soon as possible if any of the information is incorrect.

What is this type of Insurance?

This is a Mobile Phone Insurance and the cover will reimburse the policy holder for costs incurred should there be damage, breakdown, misuse of airtime or if the mobile phone is stolen.



Theft

Accidental Damage

What is insured?

- Extended Warranty
- Misuse of Airtime up to a value of £1000
- Worldwide cover up to 90 days per annum
- Immediate family members using the handset



What is not insured?

× Loss

- Theft or Accidental Damage whilst left in an unattended motor vehicle unless concealed from view & vehicle is properly fastened.
- Theft or Accidental; Damage whilst left on any motor vehicle roof, bonnet or boot.
- Theft or Accidental Damage from any property unless there is forced and violent entry or exit
- Theft when left unattended away from your home.
- Some instances of Theft where the phone is not within your sight at all times and out of your arms-length reach.
- An Excess, as detailed in your Schedule of Insurance
- Accidental Damage or Breakdown through negligence, abuse or misuse including where placed into a washing machine.
- Any claim where you are outside of the UK for a period longer than 90 days.



Are there any restrictions on cover?

! The maximum number of claims that may be made where the handset is a total loss (stolen or damaged beyond repair) is two.



Product: Mobile Phone Insurance



Where am I covered?

Cover is offered for your Mobile Phone, Worldwide, for periods of no longer than 90 days in any 12 month period.



What are my obligations?

You must provide full and accurate information to all questions asked. Your answers must be true to the best of your knowledge and belief. Your answers will form part of the statement of facts on which your policy will be based. If you become aware that information you have given us is inaccurate or has changed, you must inform us as soon as possible. Failure to do this may invalidate your policy and claims may not be paid.



When and how do I pay?

Premiums include Insurance Premium Tax and are collected by monthly direct debit. The premium is separate from the cost of purchasing your mobile phone or paying for your airtime.



When does the cover start and end?

Your cover will start on the date stated in your Schedule of Insurance. The policy last indefinitely. If the policy lasts for more than one year, we will contact you prior to your annual anniversary date to remind you to review and update your cover, so that it remains adequate for your needs.



How do I cancel the contract?

If you decide that for any reason, this policy does not meet your insurance needs, you have the right to cancel this policy within 14 days of the start of the cover by providing written notice to Warranty & Creditor Services, 6 Faraday Office Park, Rankine Road, Basingstoke RG24 8QB or emailing at <u>admin@wcsinsurance.co.uk</u>. Thereafter you may cancel the insurance cover at any time by informing the Administrator however no refund of premium will be payable. If you do not exercise your right to cancel this policy will continue in force indefinitely until termination by you or the Underwriters.

MOBILE PHONE THEFT, DAMAGE & EXTENDED WARRANTY INSURANCE POLICY TERMS AND CONDITIONS

This insurance is arranged by Warranty & Creditor Services of 6 Faraday Office Park, Rankine Road, Basingstoke, RG24 8QB.

It is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ

Warranty & Creditor Services, is authorised and regulated by the Financial Conduct Authority. This can be checked on the FCA register by visiting the FCA website at <u>www.fca.org.uk/register</u>/ or by contacting them on 0800 111 6768.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **Our** details on the Financial Services Register <u>https://register.fca.org.uk/.</u>

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Intention of Cover

This Insurance provides cover for **Your Equipment** against **Accidental Damage, Theft, Misuse of Equipment** and **Breakdown**.

Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy and will appear in bold with a capital letter.

Accidental Damage	An accidental and unforeseen failure, breakage or destruction of Your Equipment , with visible evidence of an external force being applied and which results in the Equipment being rendered unusable.
Administrator	Warranty & Creditor Services of 6 Faraday Office Park, Rankine Road, Basingstoke RG24 8QB Tel (01256) 471387.
Breakdown	The failure of any electrical or mechanical component in Your Equipment due to a sudden and unforeseen fault, which causes the Equipment to stop working in the way the manufacturer intended and which requires repair or replacement before the Equipment can be used again.
Equipment	The Equipment specified in the Schedule or any subsequent Equipment You replace it with subject to being able to provide proof of purchase and usage.
Forced and violent	Entry/exit evidenced by visible damage to the fabric of the building, room or vehicle at the point of entry.
Misuse of Equipment	If You have a valid claim for Theft of Your Equipment , this covers the costs of any calls up to the sum insured made by another person using Your Equipment without Your permission following Theft
Monthly Premium	The agreed amount payable by You by Direct Debit each month in order that cover remains in force under the
Payment	terms and conditions of this policy wording.
Period of Insurance	This is a rolling monthly contract and commences on the purchase of this policy as shown on Your Schedule and continues by periods of one month upon receipt of Your Monthly Premium Payment other than for Extended Warranty (Breakdown) which commences 12 months after purchase of the Equipment .

Schedule	The schedule shown on the certificate of insurance .
Theft	The unlawful taking of Your Equipment against Your will by another party, with the intent to permanently deprive You of that property.
Unattended	Not within Your sight at all times and out of Your arms-length reach.
We/Us/Our//Insurer(s) You(r)	Means UK General Insurance Limited on behalf of Great Lakes Insurance SE You(r) The Person who owns the Equipment as stated on the insurance Schedule or an immediate family member or other person named on the Schedule .

What We will cover

Like all insurance policies, there are key exclusions and conditions. Please refer to these specific paragraphs below:

Theft:	If Your Equipment is stolen We will replace it.
Accidental Damage:	We will pay repair costs if Your Equipment is damaged as the result of an accident.
Breakdown:	If a Breakdown of Your Equipment occurs outside of the manufacturer's guarantee or warranty period We will pay the repair costs. If We are unable to economically repair Your Equipment then, a replacement item will be provided.
Misuse of Equipment:	If You have a valid claim for Theft of Your Equipment, this covers the costs of any calls up to the sum insured made by another person using Your Equipment without Your permission following Theft. Misuse of Equipment cover is only applicable if shown on the Key Facts mobile phone insurance policy summary.

Sum Insured

Our maximum liability in respect of any one claim for **Theft, Accidental Damage** and **Breakdown** will be the replacement cost of **Your Equipment** and in any event shall not exceed £1500. **Our** maximum liability in respect of any one claim for **Misuse of Equipment** shall not exceed £1000.

Exclusions

The Insurance does not cover:-

1. Theft, Accidental Damage or Breakdown covered by any other insurance or warranty

2. Theft or Accidental Damage to the Equipment:-

a. whilst left in an unattended motor vehicle unless the **Equipment** is concealed from view and all doors, windows and other openings of the vehicle have been left closed, securely locked and properly fastened with the ignition and other keys removed and such door, window, opening, lock or fastener has been forcibly and violently accessed to gain entry

b. whilst left on any motor vehicle roof, bonnet or boot

c. from any property, place or premises unless such **Theft** or **damage** has occurred through Forced and Violent entry or exit

- 3. The first £75 of each and every claim on iPhones. For all other **Equipment** the excess is £50. Where the **monthly premium** is £6.99 the excess is £25.
- 4. The maximum number of claims that may be made in respect of total loss (either **Theft** or irreparable **damage**) on any **Equipment**, is two
- 5. Theft where the Equipment has been left Unattended when it is away from Your home.

6. Theft or Accidental Damage to the Equipment whilst on hire or loan to any third party

7. Any costs in excess of the repair or replacement of the Equipment

8. Accidental **Damage** or Breakdown through negligence, abuse or misuse of the **Equipment** including any incident where the **Equipment** is placed into a washing machine whether accidentally or otherwise

9. Any claim where **You** are outside of the UK for a period of longer than 90 days

10. The cost of any claim whatsoever relating to software or any date changes

11. Cosmetic damage where the Equipment still functions normally

12. Loss caused by a manufacturer's defect or recall of the **Equipment**, or any faults or issues that can be traced as being existing prior to the commencement of the policy

13. The cost of repairs or replacement carried out by anyone not approved by the **Administrator** and the use of non-approved components

14. Any loss of or **damage** to any data stored on or contained within the **Equipment**

15. **Theft** or **Accidental Damage** unless a SIM card registered to **You** was in **Your** mobile phone at the time of the incident

16. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or **damage** to property by or under the order of any government, local or public authority.

17. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

18. Any direct or indirect consequence of:

Irradiation, or contamination by nuclear material; or

□ The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

□ Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

19. **Damage** or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.

20. Any consequence, howsoever caused, including but not limited to Computer Virus of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Conditions

1. If **Your Equipment** is subject to **Theft**, **Accidental Damage** or **Breakdown We** will at **Our** own option either pay for the cost of repairs by a qualified engineer authorised by the **Administrator** or replace **Your Equipment** with an item of the same or similar specification subject to availability.

2. Cover is only available if **Your Monthly Premium Payment** has been paid from the start date of this **insurance** and there are no outstanding **payment** defaults.

3. We may alter the premiums by giving You thirty days notice to proportionately reflect legitimate cost

increases or reductions associated with insuring **Your Equipment**. This does not affect **Your** statutory rights under this **insurance** contract. In the event of any increase in premiums **You** have the right to immediately cancel this contract

4. We may take legal action against any third party responsible for a loss.

5. You must take all reasonable steps to protect and preserve Your Equipment and minimise Our liability.

6. 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.

7. 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; or
- 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.

Your responsibility

You must take reasonable care to:

- a) supply accurate and complete answers to all the questions **Your** (**administrator** / agent) may ask as part of **Your** application for cover under the policy
- b) to make sure that all information supplied as part of Your application for cover is true and correct
- c) tell **Your** (**administrator** / agent) of any changes to the answers **You** have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions **Your** (**administrator** / agent) ask when **You** take out, make changes to and renew **Your** policy. If any information **You** provide is not accurate and complete, 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.

If **You** become aware that information **You** have given **Your** (**administrator** / agent) is inaccurate or has changed, **You** must inform them as soon as possible.

If **We** obtain evidence which suggests that **You** were careless in providing Us with the information **We** have relied upon in setting the terms and premium of this **insurance** and if **Your** carelessness causes Us to provide **You** with **insurance** cover which **We** would not otherwise have offered or would have offered on different terms and premium, **We** may:

- Give You notice in writing that You must pay more for Your insurance;
- Give You notice in writing that the terms of Your insurance have changed; or

Cancel this contract of **insurance** by giving **You** thirty days' notice and return any premium paid for the balance of the remaining term.

If **We** give **You** notice that the terms of **Your insurance** have changed or that **You** must pay more for **Your insurance**, then **You** may give Us thirty days' notice in writing if **You** wish to terminate the contract. Any return premium due to **You** will depend on how long this contract has been in force and whether You have made a claim.

If We establish that You deliberately or recklessly provided Us with false information We may:

- Treat this **insurance** as if it never existed;
- Decline all claims; and
- Retain the premium (all or part, unless it would be unfair to do so)

Claims Procedure:

In the event of **Theft** of the **Equipment You** must within 24 hours of discovery of the incident notify:

- Your telephone service provider to bar Your Equipment from further use within 24 hours.
- The police and obtain a crime reference
- The **Administrator** within 48 hours to obtain a claim form either by telephone on (01256) 471387 or by email to <u>claims@wcsinsurance.co.uk</u>., or complete a claim form online at <u>https://wcsinsurance.co.uk/</u>

You must fully complete the claim form and return it to the **Administrator** together with documentary proof of the crime reference and proof of any forced entry (where applicable).

For Misuse of **Equipment** claims **You** must provide **Your** original airtime bill showing the calls that were made following **Theft**.

In the event of **damage** or **Breakdown** outside of the manufacturer's warranty You must within 48 hours of discovery of the incident notify the **Administrator** on (01256) 471387 to obtain a claim form or complete a claim online at <u>http://wcsinsurance.co.uk</u>

You must fully complete the claim form and return it to the **Administrator** and send the **Equipment** by Royal Mail Special Delivery to **Our** authorized repairer whose address is shown on the claim form, who will then arrange repairs.

Claims will only be considered if **Your Monthly Premium Payment** has been paid from the start date of this insurance, up to and including the month in which the claim occurred and there are no outstanding **payment** defaults.

You must supply the Administrator with any receipts or documentation requested in the event of a claim.

Cancellation

If **You** decide that for any reason, this Policy does not meet **Your** insurance needs then please return it to the **Administrator** within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full.

Thereafter **You** may cancel the insurance cover at any time by informing the **Administrator** however no refund of premium will be payable

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 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.

If **We** cancel the policy and/or any additional covers **You** will receive a refund of any premiums **You** have paid for the cancelled cover, less a proportionate deduction for the time **We** have provided cover.

Where **Our** investigations provide evidence of fraud or misrepresentation, **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Your** administrator / **Your** agent with incomplete or inaccurate information. This may result in **Your** policy being cancelled from the date **You** originally took it out and **We** will be entitled to keep the premium.

If **Your** policy is cancelled because of fraud or misrepresentation, this may affect **Your** eligibility for insurance with Us, as well as other insurers, in the future.

Complaints Procedure

It is the intention to give **You** the best possible service but if **You** do have questions or concerns about this insurance or the handling of a claim **You** should contact the Customer Service Manager at Warranty & Creditor Services, 6 Faraday Office Park, Rankine Road, Basingstoke, RG24 8QB (01256) 471387 stating the nature of **Your** complaint and **Your** policy number.

If **Your** complaint about the sale of **Your** policy or **Your** liability claim cannot be resolved by the end of the third working day, **Your** complaint will be passed to:

Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ, Tel: 0345 218 2685, Email: <u>customerrelations@ukgeneral.co.uk</u>

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference 06321C.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Tel: 0300 123 9 123 Email: <u>complaint.info@financial-ombudsman.org.uk</u>

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local Citizens Advice Bureau. If **You** have purchased the insurance policy online, **You** may also raise **Your** complaint via the EU Online Dispute Resolution Portal at <u>http://ec.europa.eu/consumers/odr/</u>. This will forward **Your** complaint to the correct

Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **Your** complaint than if **You** contact the Financial Ombudsman Service directly.

Compensation

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit <u>www.fscs.org.uk</u>.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **You** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

UK GENERAL INSURANCE LTD PRIVACY NOTICE

We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is **Z7739575**.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as "**you/your**" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for us to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide us with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to us so that **we** can administer **your** insurance policy.

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

We have a legitimate interest to collect this data as we are required to use this information as part of **your** insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General's full privacy notice

This notice explains the most important aspects of how **we** use **your** data. **You** can get more information about this by viewing **our** full privacy notice online at <u>http://ukgeneral.com/privacy-notice</u> or request a copy by emailing us at <u>dataprotection@ukgeneral.co.uk</u>. Alternatively, **you** can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LSI0 1RJ.

GREAT LAKES INSURANCE SE INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at https://www.munichre.com/en/service/privacy-statement/index.html.