



**multigadget**  
insure

## POLICY WORDING



# POLICY WORDING

## INSURER INFORMATION

This Insurance is arranged by Supercover Insurance and underwritten by West Bay Insurance PLC. Registered in Gibraltar (Reg No. 84085). Registered Office 846 - 848 Europort Gibraltar.

Supercover Insurance is a trading name of Insurance Factory Ltd which is authorized and regulated by the Financial Conduct Authority (No.306 164). Registered in England and Wales (No.02982445). Registered Office: 45 Westerham Road, Sevenoaks, Kent, TN132QB. You can check this by visiting the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register).

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

West Bay Insurance PLC is a member of the Association of British Insurers.

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

## 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**.

## YOUR DEMANDS AND NEEDS

This policy meets the demands and needs of those who wish to insure their **gadgets** against theft, damage, breakdown and for mobiles phones, tablets and smartwatches; **accidental loss**.

**Your Gadget** 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.

Unless **we** have agreed differently with **you**, English law and the decisions of English courts will govern this insurance.

## A) INTRODUCTION

**You** must read this policy document and the policy schedule together. The policy schedule 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 gadgets** during the **period of cover** as stated in **your** policy schedule. This policy only covers **your gadgets** 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.

## B) DEFINITIONS

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

**Accidental loss** means that the **gadget** 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 **gadget you** are claiming for belongs to **you**. This can be a copy of the till receipt, delivery note, gift receipt or, if the **gadget** is a mobile phone, confirmation from **your** Network Provider that the mobile phone has been used by **you**.

**Gadget/s** – the portable electronic items insured by this policy, which were purchased as new by you and shown on your Schedule of Insurance.

CRITERIA: **We** can only insure **gadgets** that are:

- **Purchased as new in the UK with evidence of ownership** available;
- **Purchased as refurbished in the UK direct from the Manufacturer or Network Provider with evidence of ownership** available;
- **Gifted to you** as long as **you** are able to provide a Gift receipt;
- **Not more than 18 months old at the time the policy is purchased in the case of mobile phones (including iPhones) or not more than 36 months old at the time the policy is purchased in the case of all other gadgets.**
- **In good condition and full working order at the time this policy is purchased.**

**Immediate family** – **your** mother, father, son, daughter, brother, sister, spouse, domestic partner who resides at the same address as **you**.

**Period of Cover** – Please refer to **your** Insurance Certificate for the inception date and end date of **your** cover.

**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 gadgets**.

**Proof of usage** – means evidence that the **gadget** has been in use since policy inception. Where the **gadget** is a mobile phone, this information can be obtained from **your** Network Provider. For other **gadgets**, in the event of an accidental damage claim this can be verified when the **gadget** is sent to **our** repairers for inspection.

**Unattended** – not within **your** sight at all times and out of **your** arms-length reach. **We, us, our** – West Bay Insurance PLC.

**You, your** – the person, who is named as the policyholder in the Insurance Certificate.

## C) WHAT IS COVERED?

**We** will cover each of **your gadgets** up to a maximum sum insured which is shown on **your** policy schedule for the following:

### 1. Accidental Damage

**We** will pay repair costs if **your gadget** is damaged as the result of an accident, including minor screen cracks. If **your gadget** cannot be repaired, **we** will replace it.

### 2. Theft

If **your gadget** is stolen **we** will replace it. Where only part or parts of **your gadget** have been stolen, **we** will only replace that part or parts.

### 3. Accidental Loss

If **you** lose **your** mobile phone, tablet or smartwatch **we** will replace it. No other **gadget** is insured for **accidental loss**.

### 4. Breakdown

**We** will pay repair costs if **your gadget** is damaged as a direct result of electrical or mechanical breakdown occurring outside of the manufacturer's guarantee period. If **your gadget** cannot be repaired, **we** will replace it. This cover is not available on laptops.

### 5. Worldwide Cover

**Your gadget** is covered for up to 180 days abroad within any 12 month period. Replacement or repair can only be dealt with once **you** are back in the UK.

### 6. Fraudulent Call Cover

If **your** mobile phone is accidentally lost or stolen and is used fraudulently, **we** will reimburse **you** for the costs upon receipt of **your** itemised bill up to the maximum value of £2500.

## D) WHAT IS NOT COVERED?

## 1. Theft:

- from any **commercial vehicle**, convertible or soft top vehicle;
- from any motor vehicle where **you** or someone acting on **your** behalf is not in the vehicle, unless the **gadget** 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;
- when away from **your home**, or when in **your home** with invited guests / tradesmen or other people; unless the **gadget** is concealed on or about **your** person when not in use, or it is stored in a locked room or secured receptacle (such as a locked safe, locked locker or closed desk drawer);
- where **your gadget** 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 **gadget** has been left **unattended** when it is away from your **home**;
- where **precautions** have not been taken;

## 2. Loss or damage caused by:

- you** deliberately damaging, intentionally leaving or neglecting the **gadget**;
- you** not following the manufacturer's instructions;
- the use of **accessories**;
- leaving the **gadget** on any motor vehicle roof, bonnet or boot.

## 3. Repair or other costs for:

- routine servicing, inspection, maintenance or cleaning;
  - loss caused by a manufacturer's defect or recall of the **gadget**;
  - 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.
4. Any kind of damage whatsoever unless the damaged **gadget** 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 **gadget**, or any loss other than the repair or replacement costs of the **gadget** unless relating to unauthorised call/data use for your mobile phone up to the maximum value of £2500 and unauthorised use of **your** e-Wallet facility up to the maximum value of £500.
7. Any claim for the cost of unauthorised calls/data use for **your** mobile phone or any unauthorised use of **your** e-Wallet facility unless the claim for the theft or **accidental loss** of **your gadget** is covered under **your** policy.
8. 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 type of **gadget you** have insured with **us** and the type of claim **you** need to make. The fees are set out below:
- If **your** claim is for a **gadget** up to the value of £500 (when new) the excess fee is £50 for any claim.
  - If **your** claim is for a **gadget** between the values of £501 and £1000 (when new) the excess fee is £75 for any claim.
  - If **your** claim is for a **gadget valued at £1001 or more** (when new) the excess fee is £100 for any claim.
9. Any claim for the cost of unauthorised calls/data use for **your** mobile phone or any unauthorised use of **your** e-Wallet facility where you have not followed all conditions relating to security of the PIN.
10. Loss of or damage to **accessories** that were not attached to **your gadget** at the time of the incident.
11. Any claim for a **gadget** where **proof of usage** cannot be provided or evidenced.
12. 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 gadget**.
13. 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.
14. Reconnection costs or subscription fees of any kind.
- Please note: if you are insuring an item without SIM card capability, all exclusions relating to SIM cards are not applicable.

## 15. 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.

## 16. 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.

## 17. Sonic Boom

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

## 18. Loss of Data or Software

Any loss of 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.

19. Any indirect loss or damage resulting from the event which caused the claim under this policy.

20. Any liability of whatsoever nature arising from ownership or use of the **gadget**, including any illness or injury resulting from such ownership or use.

21. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.

22. Any loss where your bank account/credit card details stored on your **gadget** are used to purchase goods or withdraw funds.

## E) 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 **gadget** cannot be replaced with an identical **gadget** 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 **gadget**. **We** cannot guarantee that the replacement **gadget** 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 gadget** 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.

4. In the event of a valid claim resulting in the replacement of the **gadget**, this policy will automatically cover the replacement **gadget**.

## F) 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 **gadgets** 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 **gadgets** anywhere in the world up to a maximum of 180 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](http://www.fco.gov.uk).

3. The **gadget(s)** must not be more than 18 months old in the case of mobile phones or 36 months old in the case of other **gadgets**, 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 **gadget** 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 **gadget(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.

## **G) CANCELLATION**

Your right to change your mind (withdrawal period)

You may cancel the insurance, without giving reason, by contacting Multi Gadget Insure 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 the withdrawal period

If you wish to cancel your insurance after the initial 14 day withdrawal period you can do so by contacting Multi Gadget Insure.

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.

## **H) CLAIMS PROCEDURE**

1.You must:

- notify Davies Group Limited on **0203 794 9294** or by

emailing [gadgetclaims@davies-group.com](mailto:gadgetclaims@davies-group.com) as soon as possible but ideally within 48 hours of the discovery of any incident likely to give rise to a claim under this insurance. If the incident happened outside of the UK, please notify Davies Group Limited within 48 hours of **your** return to the UK.

**.report the theft or loss of any mobile phone, within 24 hours of discovery to your** Airtime Provider

and blacklist your handset;

- report the theft or loss of any **gadgets** 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 ratable 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 Davies Group Limited, your Airtime Provider or the Police may invalidate your right to claim under the policy.

2.If **we** replace **your gadget(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.

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.

## I) MAKING YOURSELF HEARD

If **you** have cause for complaint, it is important that **you** know that **we** are committed to providing **you** with an exceptional level of service and customer care. **We** realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expected. When this happens, **we** want to hear about it so that **we** can try to put things right.

### Who to Contact?

The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible are:

- to be sure **you** are talking to the right person, and:
- that **you** are giving them the right information.

### When You Contact Us

- Please give **us your** name and contact telephone number.
- Please quote **your** policy and/or claim number.
- Please explain clearly and concisely the reason for **your** complaint.

### Step One – Initiating Your Complaint

- If your complaint relates to the sale of your policy, you need to contact:

Multi Gadget Insure,  
Ferndale House,  
70/71 North Road,  
Boldon Colliery,  
Tyne and Wear  
NE35 9AX  
Tel: 0191 519 4000

- If your complaint relates to a claim on your policy, you need to contact:

Davies Group  
PO Box 1291  
Preston  
PR2 0QJ  
Tel: 0203 794 9300  
Email: [customer.relations@directgroup.co.uk](mailto:customer.relations@directgroup.co.uk).

**We** will ensure that every effort will be made to resolve **your** complaint immediately. If **your** complaint cannot be resolved by the end of the third business day after receipt, it will be acknowledged within 5 days of receipt and **we** will do our best to ensure they resolve the problem within four weeks by them 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  
Tel: 0800 023 4567  
[www.financial-ombudsman.org.uk](http://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.

## J) 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](http://www.fscs.org.uk) or by telephoning 0207 741 4100.

## **K) 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](http://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  
45 Westerham Road  
Bessels Green  
Sevenoaks  
Kent  
TN13 2QB