



# Gadget Insurance

Terms and conditions



# Introduction

## Important Information

**You must read this policy document and the certificate schedule together. The certificate schedule tells you the period during which the policy is in force, what items are covered, what level of cover applies to your insurance, and what excess applies to your claims. Please check both documents carefully to make certain they give you the cover you want.**

This policy consists of sections. These are **accidental damage, breakdown, theft, accessories**, and **loss**. Some of these sections are optional, dependant on the level of cover selected from Lite, Standard and Premium options. **You** should read this policy in conjunction with **your certificate schedule** which confirms the sections **you** are insured under.

| Lite              | Standard          | Premium           |
|-------------------|-------------------|-------------------|
| Accidental Damage | Accidental Damage | Accidental Damage |
| Breakdown         | Breakdown         | Breakdown         |
| Accessory         | Accessory         | Accessory         |
|                   | Theft             | Theft             |
|                   |                   | Loss              |

Please read both documents carefully and please be aware that if **you** do not comply with the policy conditions this may result in this policy being invalidated or affect the amount, **we** pay to **you** in the event of a claim.

If any details in this policy are incorrect, please contact **your scheme administrator** as soon as reasonably possible. Please keep this policy and **your certificate schedule** in a safe place.

This policy provides cover as detailed in **your certificate schedule**. The cover provided to **you** under this policy is subject to the terms, conditions and limitations which are listed in this policy.

This insurance is arranged by CoverMe4 which is a trading name of Citymain Administrators Limited

This insurance is underwritten by Bspoke Underwriting Limited on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar. Bspoke Underwriting Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>. Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. You can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk/>.

## Understanding this policy

Certain words in this policy have specific meanings wherever they appear in this policy. These words are shown in bold italics and are explained in the 'General Definitions' section of this policy.

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If **you** have any disability that makes communication difficult, please tell **your scheme administrator** and they will be pleased to help **you**.

If **you** purchase this policy on an annual basis, provided that **you** pay **your** premium, **your** cover under this policy starts on the policy start date as shown on **your certificate schedule** and runs for a period of twelve months. The annual premium **you** pay is confirmed at the time **you** purchase this policy or in the renewal notice that **we** send to **you** prior to the renewal of this policy.

If **you** purchase this policy on a monthly basis, this policy cover starts on the policy start date as shown on **your certificate schedule** and lasts for a period of one month. Provided **you** continue to pay **your** monthly premiums as and when they become due, cover under this policy will continue for further consecutive monthly periods. **Your** monthly premiums along with the due dates for payment are set out in **your certificate schedule**. Cover under this policy ends if **you** stop paying **your** monthly premium and this policy will be cancelled by **us** in accordance with the 'Cancellation after the cooling-off period' conditions section of this policy.

All premiums will be collected by **your scheme administrator**.

This policy is administered by Citymain Administrators Limited who is **your scheme administrator** and is authorised and regulated by the Financial Conduct Authority under registration number (FRN 306535).

**Your scheme administrator** will help **you** with any questions **you** may have in relation to this policy, help **you** with any changes **you** need to make to this policy and will deal with any claims which are made by **you** under this policy. Please also contact **your scheme administrator** if any details in **your certificate schedule** are incorrect and they will arrange for a replacement **certificate schedule** to be issued to **you**. **You** can contact **your scheme administrator** at:

Citymain Administrators Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3FQ.

Telephone: 0333 999 7912 (local rate call)

Email: [info@citymain.com](mailto:info@citymain.com)

## Claims helpline

If **you** need to make a claim under this policy, please notify **your scheme administrator** on their online claims portal, [www.eclaimcity.co.uk](http://www.eclaimcity.co.uk) or call 0333 999 7912 (local rate call) as soon as reasonably possible following discovery of the incident.

More details about what **you** need to do when making a claim and how the claims process will work can be found in the section 'How to make a claim' of this policy.

## Cooling-off period

**You** may cancel this policy for any reason within 14 days of receiving the insurance documents in relation to this policy. If **you** cancel this policy within this period, **you** will receive a full refund of all premium paid provided that no claim has been made.

## Your responsibility

**You** must take reasonable care to provide accurate and complete answers to all the questions **you** are asked when **you** take out, make changes to, or renew this policy.

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**You** must notify **your administrator** as soon as possible if any of the information in **your** policy documents is incorrect or if **you** wish to make a change to **your** policy.

If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify **your administrator** of any incorrect information or changes **you** wish to make, **your** policy may not operate in the event of a claim, we may charge you an additional premium, **we** may not pay any claim in full or **your** policy could be invalid.

## Changes that may affect your cover

**You** must tell **us** as soon as possible about any changes to the information **you** provided when **you** purchased or renewed this policy, for example:

- Changing **your gadget**

This is not an exhaustive list and any changes **you** tell **us** about may affect your cover or result in a change to **your** premium. If **you** are unsure whether a change may affect **your** cover, please contact **us**.

## Certification of cover

This policy and **your certificate schedule** set out the contract between **you** and **us**. In return for the payment of **your** premium **we** will provide the insurance cover detailed in **your policy schedule** and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **period of insurance**. **We** and **your scheme administrator** have entered into a separate agreement under which **we** have authorised **your scheme administrator** to issue these documents to **you** on **our** behalf.

## Eligibility for cover

**You** can purchase this policy provided that:

- (a) **you** are a permanent resident in the **United Kingdom**;
- (b) **you** are over the age of 18 years old at the time **you** purchase this policy;
- (c) **you** own the **gadget** detailed on **your certificate schedule**;
- (d) the **gadget** is no more than 36 months old in good condition and full working order when **you** purchase this policy; and not purchased from a retail or sales outlet situated outside the **United Kingdom** and:
- (e) If purchased by **you** as a refurbished item, this must have been purchased directly from the manufacturer including a minimum 12-month manufacturer's warranty

## Geographical area

This policy covers a **gadget** bought and used in the **United Kingdom**. Cover is also provided under this policy where **you** use **your gadget** anywhere in the world for up to a maximum of 90 days, in any rolling 12-month period.

## General Definitions

**We** use certain words and expressions in this policy which have a specific meaning. They have a specific meaning where they appear in bold italics in this policy and the ***certificate schedule***. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

|                             |   |
|-----------------------------|---|
| <b>Accessories</b>          | items such as chargers, wireless chargers, protective cases, carrying cases, headphones, wireless headphones and hands-free mounting kits but excluding SIM and memory cards which are used in conjunction with your gadget.  |
| <b>Accidental Damage</b>    | Any damage, including damage caused by fire and/or liquid, caused to <b><i>your gadget</i></b> which was not deliberately caused by you or any other person.  |
| <b>Accidental Loss</b>      | where the <b><i>gadget</i></b> has been accidentally lost by <b><i>you</i></b> and you are now permanently deprived of its use.   |
| <b>Breakdown</b>            | the breaking or burning out of any part of <b><i>your gadget</i></b> whilst in ordinary use arising from internal electronic, electrical or mechanical defects in <b><i>your gadget</i></b> and which causes a sudden stoppage to your ability to use your gadget in the way intended by the manufacturer of the <b><i>gadget</i></b> .         |
| <b>Certificate Schedule</b> | the document provided to <b><i>you</i></b> following the purchase of this policy by <b><i>you</i></b> which includes the details of <b><i>your gadget</i></b> and which confirms <b><i>your</i></b> chosen level of insurance cover, <b><i>your period of insurance</i></b> , the limits of liability under this policy and the excess payable. |
| <b>Cosmetic Damage</b>      | any damage to <b><i>your gadget</i></b> that does not stop its normal function including but not limited to scratches, dents and discolouration.  |
| <b>CoverMe4</b>             | the trading name of Citymain Administrators Ltd and which is authorised by <b><i>us</i></b> to collect the premium due from <b><i>you</i></b> .   |
| <b>Economic Sanction</b>    | any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, <b><i>United Kingdom</i></b> or United States of America.  |

## Gadget

An electronic device designed by the manufacturer to be portable with its own internal power source which can be used in or away from the home and identified on ***your certificate schedule***.

A device purchased by ***you*** as new or refurbished and in full working order from a UK registered company, as evidenced by an original ***proof of purchase*** or ***proof of exchange***, which is no more than 36 months old at the time of the purchase of this policy. This excludes ***accessories***, car kits, personalised ring tones or graphics, downloaded material or software which is stored on ***your gadget***.

For the purpose of this policy a ***gadget*** can be any one of the following items:

**Mobile Phones**, Smart Phones including iPhones; Laptops including MacBooks; Tablets including iPads, Digital Cameras, Personal CD/Mini Disc, iPods/MP3 Players, Portable speakers, Portable Radio, Portable Television, Portable DVD Players, Handheld games consoles, Video Cameras, Bluetooth Headsets, Satellite Navigation Devices, GPS trackers, Photo viewer, Portable digital photo frames. E-Readers, Head/Earphones, Wearable's (such as Google Glasses or Smart Watches or Wrist bands).

## IMEI Number/Serial number

the international mobile equipment identity number for ***your mobile phone*** or ***gadget*** equipment number which is the unique identification number that will be used to identify the ***gadget***.

## Immediate Family

***your*** husband, wife, civil partner, partner, parents, children, brothers or sisters who permanently reside with ***you***.

## Limit of Liability

the maximum we will pay in the event of a claim as defined on ***your certificate schedule***.

## Mobile phone

***Your*** handheld portable mobile telephone identified on ***your certificate schedule***, purchased by ***you*** as new or refurbished and in full working order from a UK registered company, as evidenced by an original ***proof of purchase*** or ***proof of exchange***, which is no more than 36 months old at the time of the purchase of this policy. This excludes ***accessories***, car kits, personalised ring tones or graphics, downloaded material or software which is stored on ***your gadget***.

## Period of Insurance

is the period for which ***you*** are insured under this policy and which is confirmed on ***your certificate schedule***.

|                               |   |
|-------------------------------|---|
| <b>Proof of Exchange</b>      | the original document provided to <b>you</b> from either a retail outlet or a retailer website that evidences a like for like exchange of <b>your gadget</b> .  |
| <b>Proof of Purchase</b>      | an original receipt and any other documentation required to prove <b>your gadget</b> was purchased from a UK registered company and that it is owned by <b>you</b> including the date of purchase, make, model, serial and IMEI number of <b>your gadget</b> , where applicable.                  |
| <b>Proof of Usage</b>         | evidence from <b>your</b> network provider showing <b>your gadget</b> has been in use since the policy was purchased and up to the event giving rise to the claim.  |
| <b>Proof of Warranty</b>      | For any <b>gadget</b> purchased as refurbished, documentation showing that the <b>gadget</b> was supplied with a manufacturer's warranty of at least 12 months duration.  |
| <b>Reasonable Precautions</b> | <b>you</b> must not leave <b>your</b> property <b>unattended</b> if it is in a place where it is accessible to the general public. <b>We</b> will not pay any claims for property left <b>unattended</b> in publicly accessible places. <b>You</b> must act as though <b>you</b> are not insured. |
| <b>Scheme Administrator</b>   | Citymain Administrators Limited a company registered in England and Wales with company number 3979666 with a registered address of 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3FQ.   |
| <b>Theft/Stolen</b>           | means the unauthorised dishonest appropriation or attempted appropriation of the <b>gadget</b> specified on <b>your certificate schedule</b> , by another person with the intention of permanently depriving <b>you</b> of it.  |
| <b>Unattended</b>             | not within <b>your</b> sight at all times and out of <b>your</b> arms-length reach.   |
| <b>United Kingdom</b>         | England, Wales, Scotland and Northern Ireland.  |
| <b>We, Us, Our</b>            | Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited.  |
| <b>Year</b>                   | the period of 12 calendar months commencing on and from the day <b>you</b> purchase this policy   |

***You, Your, Yourself***

the person who owns the ***gadget*** covered by this policy, as stated on ***your certificate schedule*** as 'the Insured'.

## What Is Covered?

Some of these sections are optional, ***you*** should read this policy in conjunction with ***your certificate schedule*** which confirms the sections ***you*** are insured under.

### Accidental Damage

***We*** will repair or replace ***your gadget*** up to the ***limit of liability*** if it suffers ***accidental damage***. Where only part or parts of ***your gadget*** have been ***accidentally damaged***, ***we*** will only repair or replace that part or parts.

### Accidental Loss

If ***you*** selected the option to insure ***your gadget*** against ***accidental loss*** ***we*** will replace ***your gadget*** in the event of ***accidental loss***. Where only part or parts of ***your gadget*** have been ***accidentally lost***, ***we*** will only replace that part or parts. If ***you*** have ***accidental loss*** cover this will be stated on ***your certificate schedule***.

### Breakdown

***We*** will repair or replace ***your gadget*** up to the ***limit of liability*** if it suffers ***breakdown***, provided that ***your gadget*** is returned to ***us***. Please note that ***we*** will only repair or replace ***your gadget*** if the ***breakdown*** occurs outside the manufacturer's guarantee period.

### Theft

If ***you*** selected the option to insure ***your gadget*** against ***theft*** ***we*** will replace ***your gadget*** if it is ***stolen***. Where only part or parts of ***your gadget*** have been ***stolen***, ***we*** will only replace that part or parts. If ***you*** have ***theft*** cover this will be stated on ***your certificate schedule***.

### Accessories

In the event of a claim being agreed by ***us*** in respect of ***your gadget***, unless separately insured and named on your ***certificate schedule***, ***we*** will replace any ***accessories*** that have been ***accidentally damaged*** at the same time as ***your gadget*** up to a maximum value of £150.

In the event that ***we*** agree a claim and ***you*** have selected the option to insure ***your gadget*** against ***accidental loss*** or ***theft***, ***we*** will replace any ***accessories*** that have been ***accidentally lost*** or ***stolen*** at the same time as ***your gadget*** up to a maximum value of £150. If ***you*** have ***accidental loss*** or ***theft*** cover this will be stated on ***your certificate schedule***.



In the event that **your scheme administrator** agrees to replace **your gadget** following a claim for a **breakdown, accidental loss, accidental damage** or **theft**, where **your** replacement **gadget** is not compatible with **your accessories**, **we** will reimburse **you** for the costs of replacement **accessories** which are compatible with **your** replacement **gadget** up to a maximum value of £150.

**Important:** Where **your gadget** is a **mobile phone** **we** will only provide cover if the device has a functioning SIM registered at **your** address. In the event of a claim **we** will request **your** call records to prove that the **mobile phone** has been in use since policy inception and up to the event giving rise to the claim.

## Policy Limits

### Limit of liability

**Our** liability, in respect of any one claim in relation to **your gadget**, will be limited to the replacement cost of each **gadget** being claimed for and, in any event, shall not exceed the maximum liability as shown on **your certificate schedule**.

**Our** liability in respect of any **accessories** will be limited to the replacement cost of those **accessories** subject to a maximum overall limit of £150.

### Policy excess

There is a policy excess applicable to **your gadget** in respect of every claim (this is the amount **you** must contribute towards **your gadget** that is subject to a claim). This excess must be paid by **you** before **we** settle **your** claim. The excess amount applicable in respect of each claim covered under this policy is as shown on **your certificate schedule**.

## What Is Not Covered?

**We** will not cover the following:

1. gradual deterioration of the battery
2. any amount recoverable under any guarantee warranty or other insurance
3. any gradual deterioration, mechanical or electrical breakdown, or internal cause affecting the smooth running or functionality of the mobile phone or gadget(s)
4. Any damage or loss of functionality caused by software or system viruses and/or software or system updates
5. The policy excess.
6. Any claim for a **gadget** not owned by **you** or where **you** cannot provide **proof of purchase, proof of exchange** or **proof of warranty** as requested by the **administrator**.
7. Any claim for **theft of your gadget** which is **stolen** from any motor vehicle unless the motor vehicle's windows and doors have been closed and locked and all security systems have been activated with **your gadget** out of view in an enclosed storage compartment, boot or luggage space. A copy of the repair's account for damages

to the motor vehicle must be supplied with any claim that is made regarding the **theft of your gadget** from a motor vehicle.

8. Any theft of your **gadget** from any motor vehicle between 22.00 hours and 06.00 hours
9. Any claim where **you** have not taken **reasonable precautions** to protect **your gadget**.
10. Any **mobile phone** claim where the **proof of usage** is not provided.
11. Any claim involving **theft** or **accidental loss** unless **you** have reported the incident to the appropriate authorities as soon as reasonably possible following the discovery of the **theft** or **accidental loss** and **you** have obtained an appropriate incident number.
12. Any **theft of your gadget** from any premises, building, land or vehicle unless force resulting in damage to the building, premises or vehicle was used to gain entry or exit.
13. Any **theft** of the **gadget** from the person unless force, pickpocket or threat of violence is used.
14. Any **theft of your gadget** left **unattended** in a public place or a place to which the public has regular access.
15. Any claim if **your gadget** was purchased:
  - from a retail or sales outlet situated outside of the **United Kingdom**;
  - second hand
  - from any auction site
  - refurbished without at least a 12-month warranty
16. Any **theft** or **accidental loss** of, or **accidental damage** to **your gadget** whilst in the possession of anyone else other than **you** or **your immediate family**.
17. Any **accidental loss, theft, accidental damage** or **breakdown** to any SIM or memory card in isolation unless it accompanies a valid claim for **your gadget**.
18. Any **accidental damage, breakdown** claim where the **IMEI/Serial number** cannot be determined from **your gadget**.
19. Any loss of or damage to information, data or software contained in or stored on **your gadget**.
20. Any **Theft** or **Accidental Loss** of **your gadget** where optional **Theft of Accidental Loss** cover is not in force.
21. Any repairs or other costs for:
  - servicing, inspection, maintenance or cleaning;
  - loss caused by a manufacturer's defect or recall of **your gadget** where the defect or recall occurs during the manufacturer's warranty;
  - replacement of or adjustment to fittings, control knobs or button, batteries and aerials;
  - repairs carried out by anyone not authorised by **us**;
  - any faulty or defective design, materials or workmanship or any defect which is hidden or not obvious to **you** when **you** purchased **your gadget**;
  - wear and tear or gradual deterioration of performance;
  - claims arising from abuse, misuse or neglect by the user; and
  - any **gadget** where the **IMEI/Serial number** has been tampered with in any way.

22. Any kind of damage whatsoever unless **your** damaged **gadget** is provided to **your scheme administrator** for repair.
23. The VAT element of any claim if **you** are registered for VAT.
24. Any reconnection costs or subscription fees of any kind.
25. The cost of replacing any personalised ring tones or graphics, downloaded material or software.
26. Any expense incurred as a result of not being able to use **your gadget**, or any loss other than the repair or replacement costs of **your gadget**.
27. Any loss or damage or liability directly or indirectly arising from ownership or use of **your gadget**, including but not limited to any illness or injury **you** suffer from owning or using **your gadget**.
28. Any other costs that are caused by the event which led to **your** claim unless specifically stated in this policy wording.
29. **Cosmetic damage** to **your gadget**, including but not limited to scratches, dents and discolouration which do not affect the functionality of **your gadget**.
30. Claims for **accidental loss** and **theft** unless **you** contact **your** network provider as soon as reasonably possible following discovery of the incident to place a call bar on **your gadget** where this is a **mobile phone**.
31. Any loss, damage or liability where **your gadget** is a **mobile phone** and is not fitted with an active functioning SIM or where **your** network provider cannot verify the **mobile phone** has been in use since policy inception and up to the event giving rise to the claim.
32. Any **breakdown** arising from 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.
33. Any **theft, accidental loss**, damage or liability where **your gadget** is sent through the post if it has not been sent in a padded envelope/box by registered mail.
34. Any claim for any device not listed as a **gadget**, including, but not limited to drones (an unmanned aircraft or ship guided by remote control or onboard computers.)
35. Any claim for accessories where these are separately insured as **gadgets** and named on your **certificate schedule**,
36. Payment of a claim or provision of any other benefit under this policy if **we** are prevented from doing so by any **economic sanction** which prohibits **us** or **our** parent company (or **our** parent company's ultimate controlling company) from providing cover under this policy.

**Economic sanctions** change from time to time and can include prohibiting the transfer of funds to a sanctioned country, freezing the assets of a government, the corporate entities and residents of a sanctioned country, or freezing the assets of specific individuals or corporate entities. This means that if **you** are the subject of an **economic sanction**, **we** may not be able to provide cover under the policy.

37. War: 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.
38. Terrorism: Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. **We** will, however, cover any loss or damage (but not related cost or expense, caused by any act of terrorism) provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.
39. Radiation: 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.
40. Electronic Data: Any consequence, howsoever caused, including but not limited to Computer Virus in 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 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.

## Cancellation and the Cooling-Off Period

To cancel this policy, please contact **your scheme administrator**:

Citymain Administrators Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3FQ.

Telephone: 0333 999 7912 (local rate call)

Email: [info@citymain.com](mailto:info@citymain.com)

**You** have the right to cancel this policy within 14 days of the date **you** purchased the policy or when **you** received the policy documents, if this is later. **You** do not need to provide a reason for cancellation, and **we** will provide a full refund of any premium paid, unless **you** have made a claim or there has been an incident likely to result in a claim.

**You** may cancel this policy at any time after the initial 14-day cooling-off period.

If **you** pay **your** premium monthly in advance on a monthly rolling basis and **you** cancel this policy after the 14-day cooling-off period, there will be no refund of premium because **you** will only have paid for the cover **you** have already received.

If **you** have an annual policy for which **you** pay an annual premium once a year and **you** cancel this policy after the 14-day cooling-off period, provided no claim has been made, **you** will receive a proportionate refund of the annual premium **you** have paid.

## Cancellation by us

**We** may at any time cancel any insurance policy 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) non-payment of premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with policy terms and conditions.
- e) a change in your circumstances means that we can no longer provide cover
- f) where we identify your involvement in, or association with, insurance fraud or financial crime
- g) where you have misrepresented or provided false information to the questions asked you when purchased, renewed or amended your policy

If **we** cancel **your** policy, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 14.

## Changing the Policy

**You** must take reasonable care to provide accurate and complete answers to all the questions **you** are asked when **you** take out or make changes to this policy.

**You** must notify **your Administrator** as soon as possible if any of the information in **your** policy documents is incorrect or if **you** wish to make a change to **your** policy.

If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify **your administrator** of any incorrect information or changes **you** wish to make, **your** policy may not operate in the event of a claim, we may charge **you** and additional premium, **we** may not pay any claim in full or **your** policy could be invalid.

### Changes that may affect your cover

**You** must tell **us** as soon as possible about any changes to the information **you** provided when **you** purchased this policy, for example:

- **Your** name or address

This is not an exhaustive list and any changes you tell us about may affect your cover or result in a change to your premium. If **you** are unsure whether a change may affect **your** cover, please contact **your administrator**.

## Mid-Term Adjustments

Should **you** replace **your gadget** with a new **gadget** whilst this policy is in force, **we** will consider transferring the benefit of this policy however, if the new **gadget** falls into a different premium banding to **your** original **gadget** the premium payable may change.

**We** will advise **you** of any change in premium or excess at the time that **you** update **your gadget**. A new **certificate schedule** will be issued. **You** must advise **your scheme administrator** of the make and model and **IMEI/Serial number** of **your** new **gadget** (where applicable). In the event of a claim **you** will need an official **proof of purchase, proof of exchange** and/or **proof of warranty** showing the details of **your** updated **gadget** and **you** should note that any age restrictions on **your gadget** will apply at the time of insuring **your** new **gadget**.

If **you** transfer **your gadget** to any person, the cover under this policy is not transferrable. If **you** do sell or give **your gadget** to anyone else the policy can be cancelled subject to the cancellation terms above.

## How To Make A Claim

All claims must be notified as soon as it is reasonably possible after the event which causes **you** to submit a claim.

Following these procedures, and any instructions or advice given to **you** by **your scheme administrator** will help **your** claim to run smoothly.

### **Theft and Accidental Loss Claims**

**You** must notify the appropriate local police authority as soon as possible following discovery of the incident and obtain a crime/incident reference and a copy of the police crime report (where applicable).

**You** must also contact **your** network provider as soon as possible following discovery of the incident to place a call bar on **your gadget**.

### For all claims (including **accidental damage, theft, accidental loss, and breakdown**)

**You** should contact **your scheme administrator** as soon as reasonably possible following discovery of the incident (or in the event of an incident occurring outside of the **United Kingdom** as soon as reasonably possible following **your** return to the **United Kingdom**):

**Online:** claims: [www.eclaimcity.co.uk](http://www.eclaimcity.co.uk)

**Phone:** 0333 999 7912 (local rate call)

**Email:** [claims@citymain.com](mailto:claims@citymain.com)

**Post:** The CoverMe4 Claims Team,  
Citymain Administrators Limited,  
3000 Lakeside  
North Harbour

CM4\_COM\_G\_NR\_0124

Western Road  
Portsmouth  
PO6 3FQ.

**You** should complete any claim form **you** may be provided with fully and return it to **your scheme administrator** in accordance with their instructions, together with any supporting documentation including, but not limited to:

- incident or crime reference number or lost property number or police crime report (where applicable);
- **proof of purchase**, proof of date of purchase, **proof of exchange** or **proof of warranty**;
- **proof of usage**; and
- any other documentation **we** reasonably request that is relevant to **your** claim.

Where **you** are making a claim for **accidental damage** or **breakdown**, **you** will be asked to send **your gadget** to **your scheme administrator** in a padded envelope/box by registered mail. **You** will be responsible for the cost of posting **your gadget** to **your scheme administrator**. There is no cover provided by this policy in respect of loss, damage or **theft** for **gadgets** which are not mailed this way.

**Your scheme administrator** will assess **your** claim, and as long as **your** claim is valid, will authorise the repair or replacement of **your gadget** in accordance with the 'Specific Claims Conditions' section of this policy.

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

Where an excess is paid, and **you** do not send in **your mobile device** at the request of the **scheme administrator** within 90 days, the claim will be closed, and the excess refunded to **you**, less a £25 administration fee retained by the **scheme administrator** to cover claim costs incurred. If **you** later decide to reopen the claim the full excess must be paid before the **scheme administrator** will proceed with **your** claim.

Citymain Administrators Ltd are an insurers agent and in the matters of a claim act on behalf of the insurer.

To help improve its service, **your scheme administrator** may record or monitor telephone calls.

## Specific Claims Conditions

### Equipment Repairs

If **your scheme administrator** determines that **your gadget** can be repaired following a valid claim:

1. **You** will be asked to send **your gadget** to **your scheme administrator** or to **our** authorised repairer. **You** will be responsible for the cost of postage. To avoid any further damage being caused to **your gadget**, **we** recommend that **you** use a padded envelope/box and send **your gadget** by registered mail. There is no cover provided by this policy in respect of loss, damage or **theft** for **gadgets** which are not mailed in this way.
2. **Your scheme administrator** will arrange for the repair of **your gadget** and return it to **you** by courier to **your** last known address or the address specified on **your** claim submission.

3. **We** will provide a 3 month\* guarantee against technical fault or mechanical breakdown of **your mobile phone**, where it is linked to the repair undertaken.

\*the 3-month time period commences from the date of receipt by **you** of the first repaired/replacement device sent to **you** as settlement of **your** claim and ends 3 months after the date of receipt of the first repair or replacement device.

## Replacement Equipment

If **your scheme administrator** determines that **your gadget** needs to be replaced following a valid claim:

1. **Your scheme administrator** will endeavour to replace **your gadget** with an identical, fully refurbished (or new where a refurbished item is not available) **gadget** of the same age and condition as **your gadget**. However, in the unlikely event this is not possible, **your scheme administrator** will provide **you** with a fully refurbished (or new where a refurbished item is not available) **gadget** of a comparable specification or the equivalent value taking into consideration the age and condition of **your gadget** prior to **your** claim.
2. **We** will provide a 3 month\* guarantee against technical fault or mechanical breakdown of the replacement **gadget**.
3. Any **gadget** replaced by **your scheme administrator** will be of **United Kingdom** specification.
4. **Accessories** which are not compatible with **your** replacement **gadget** will be replaced by **your scheme administrator** up to a value of £150.
5. **We** will endeavour to replace **your gadget** with the same colour. Please note that it may not always be possible and therefore **you** will be provided with an alternative colour in that situation.
6. If **we** replace **your gadget** the damaged, **stolen** or accidentally lost the original **gadget** becomes **our** property. If **your** accidentally lost or **stolen gadget** is returned or found, **you** must notify **us** and send it to **your scheme administrator** if **you** are asked to do so.

\*the 3-month time period commences from the date of receipt by **you** of the first repaired/replacement device sent to **you** as settlement of your claim and ends 3 months after the date of receipt of the first repair or replacement device.

## Other Insurance

If at the time of a valid claim under this policy there is another insurance policy in force which covers **you** for the same loss, **we** may seek a recovery of some or all of **our** costs from the other insurer. **You** must give **us** any help **we** may reasonably need to assist **us** with **our** loss recoveries. In the event of a claim **you** may be asked to provide details of any other contract, guarantee, warranty or insurance that may apply to **your gadget**, including but not limited to **your** household insurance.

## Fraud



If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **you** caused deliberately or
- acting dishonestly or exaggerating a claim

**We;**

- a) are not liable to pay the claim: and
- b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c) may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

**We** will not return any of the premiums paid.

This Information may also be shared with the police and other insurers for fraud prevention purposes.

#### **Duty of Care**

**You** must take care to prevent any accidental damage, malicious damage or theft and keep **your Mobile Phone** and/or accessories in accordance with the security requirements and maintain them in a good state of repair and condition. You must take care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

#### **Other Insurance Policies**

If there is any other insurance policy covering the same loss, damage or liability **we** will not pay more than **our** rateable share.

## **Subrogation**

If a third party is believed to be responsible for any claim, we may take over, defend or settle the claim, or take up any claim in your name for our own benefit. This is known as exercising our right of subrogation. You must give us all the help and information we reasonably require for the purpose of exercising this right. You will take no action or make any agreements that may weaken or remove our rights under this clause without our prior written permission. We will pay any costs or expenses involved in exercising our right of subrogation.

## **Evidence to Support Your Claim**

**You** must provide **us** with any receipts, **proof of purchase, proof of exchange, proof of warranty** and any other documentation that **we** may reasonably request and that is relevant to **your** claim.

## Customer Service and Complaints

**We** believe **you** deserve a courteous, fair and prompt service. If there is any occasion when **our** service does not meet **your** expectations, please contact **us** using the appropriate contact details below and provide the policy/claim number and **your** name to help **us** deal with **your** comments quicker.

Claims, Service related and Sales related complaints:

Citymain Administrators Limited,  
3000 Lakeside, North Harbour,  
Western Road,  
Portsmouth,  
PO6 3FQ

**Phone:** 0333 999 7912 (local rate call)

**E-mail:** [info@citymain.com](mailto:info@citymain.com)

Following **our** complaints procedure does not affect **your** legal rights as a consumer. For further information **you** can contact the Citizens Advice Bureau or Trading Standards.

If we have not completed our investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). The Financial Ombudsman Service, Exchange Tower, London E14 9SR  
Tel: 0800 023 4567

Get in touch online: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>

## General Conditions

### Automatic renewal of this policy

If **you** have a monthly policy:

To make sure **you** have continuous cover under this policy **we** will automatically renew this policy each month, unless **you** advise **us** otherwise and **your** monthly premium will be collected by the method chosen by **you** at the time of the initial purchase of this policy. **You** can contact **us** at any time to inform us that you do not wish to auto renew your policy by calling 0333 999 7912 (local rate call).

If **you** have an annual policy:

**We** will contact **you** up to 30 days before the annual renewal date of this policy and **we** will tell **you** then if there are any changes to **your** premium or the policy terms and conditions (which will only ever apply at **your** next renewal date). If **you** have informed **us** that **you**, do not wish to renew **your** policy then **your** policy will not renew at the end of the **period of insurance**.

**Your** renewal premium will be taken by the same method used during **your** initial purchase. If **your** payment details have changed, please follow the instructions on the renewal notification. **You** can

advise **your scheme administrator** about any changes to **this policy** details at any time by calling 0333 999 7912 (local rate call).

If **you** do not want to auto renew **this policy**, **you** just need to contact **your scheme administrator** via the contact details provided in the renewal notice. If **you** do nothing, then this policy will automatically renew for a further period of 12 months.

We reserve the right not to invite the renewal of your policy. In this event we will notify you in writing to let you know.

### **Our right to change the premium and/or cover (monthly policies)**

**You** will receive at least 30 days written notice if **we** decide, or need, to change this policy cover, the policy excess or the price of this policy for any reason for example:

- to reflect increases or reductions in the cost (or projected cost) of providing this policy, including, but not limited to, increases or reductions caused by changes to the number, length, cost or timing of claims which **we**, as part of **our** pricing policy, have assumed or projected will be made under this policy;
- to cover the cost of any changes to the cover/benefits provided under this policy including, but not limited to, reductions in the time that **you** must wait before a claim can be paid or the removal of one or more policy exclusion; or
- to cover the cost of changes to the systems, services or technology in support of this policy.

Any minor changes **we** make to this policy that do not affect the nature of the cover, the benefit provided, the excess payable or the premium **you** will pay, will be notified to **you** through **your** annual statement or annual renewal letter, for example:

- to make minor changes to this policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy easier to understand;
- to reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting **us** or this policy;
- to reflect changes to taxation applicable to this policy (including, but not limited to, Insurance Premium Tax);

Where **we** make changes to the policy cover, benefit provided, excess payable or policy premium that is favourable to you, **we** may make changes immediately and advise **you** within 30 days of the change having been made if the change is favourable to **you**.

Upon receiving notice of any changes or proposed changes to this policy, **you** may cancel cover immediately by contacting **your scheme administrator** if **you** are unhappy with the change or proposed change.

### **Our right to change the premium and/or cover (annual policies)**

If **you** have an annual policy, **we** will only make changes to this policy at the annual renewal date. **We** will notify **you** of these changes when **we** send the renewal notification. If **you** are unhappy with any of the

changes to this policy which are set out in **your** renewal notice, **you** must let **us** know before the renewal date of this policy that **you** do not wish to renew this policy.

## Protecting your gadget

**You** must take all **reasonable precautions** to protect **your gadget** against **accidental damage**, **accidental loss**, and **theft** and act as if **your gadget** were not insured. **You** must keep **your gadget** on **you** at all times and when **you** do leave **your gadget unattended**, **you** must keep **your gadget** out of sight and locked away.

## Legal Regulatory and Other Information

### Law and Legal Proceedings applicable to this policy

This policy is governed by English law.

### Financial Services Compensation Scheme

If Watford Insurance Company Europe Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

### Premiums and claims – your rights

When handling premium payments from **you** that are due to **us** and when handling any claim, **you** make, **your scheme administrator** acts as **our** authorised agent. This means that when **you** pay a premium to **your scheme administrator** it is deemed to have been received by **us** on receipt by **your scheme administrator**.

Any valid claim **you** make is not deemed to have been settled by **us** until **you** have actually received a repaired or replacement item from **your scheme administrator**.

## Privacy and Data Protection Notice

### Bspoke Underwriting Notice

#### Data Protection

**We** are Bspoke Underwriting Ltd, referred to as **"we/us/our"** in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is **27739575**.

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** 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.

**We** also process special categories of **your** personal data as it is in the substantial public interest and it is necessary:

- i) for administering **your** insurance policy; or
- ii) to prevent and detect an unlawful act (e.g. fraud).

## Bspoke Underwriting's full privacy notice

**You** can get more information about this by viewing **our** full Privacy Notice online at <https://bspokegroup.co.uk/wp-content/uploads/2023/04/Bspoke-UW-Privacy-Policy-APR23.pdf> or request a copy by emailing **us** at [dataprotection@bspokeunderwriting.co.uk](mailto:dataprotection@bspokeunderwriting.co.uk). Alternatively, **you** can write to **us** at:

Data Protection, Bspoke Underwriting Ltd, Brookfield Court, Selby Rd, Leeds LS25 1NB. **Watford**

## Insurance Company Europe Limited Information Notice

Personal Data provided in connection with this policy will be used and processed in line with the Privacy Policy. A copy of this is available at <https://www.watfordre.com/privacy-policy/>