

Gold Cover Mobile Device Insurance Provided by A1 Comms Limited trading as Affordable Mobiles









Loss Cover



Theft Cover

Below is a list of information this document includes:

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POLICY WORDING

INTRODUCTION

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

PLEASE KEEP YOUR INSURANCE DOCUMENTS SAFE

Please keep this policy and **your certificate schedule** in a safe place in case **you** need to read it again or make a claim.

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

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 of the details in this policy are incorrect, please contact the *administrator* immediately.

Certification of cover

This policy together with *your certificate schedule*, certifies that in accordance with the authorisation granted by AmTrust Europe Limited to Citymain Administrators Ltd, and in return for payment of the premium *we* agree to insure *you* in accordance with the terms and conditions contained in this document. *We* authorise Citymain Administrators to issue this document on *our* behalf.

About your insurance

This insurance is offered to **you** at the time of purchasing **your mobile device** by:

A1 Comms Limited trading as Affordable Mobiles. A1 Comms Limited is a company registered in England and Wales under company number 04455131.

This insurance is underwritten by AmTrust Europe Limited (AEL) whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG (registered number 01229676), AEL is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, firm reference number 202189. This insurance is underwritten 100% by AmTrust Europe Limited.

Your policy is administered by:

Citymain Administrators Limited, which is authorised and regulated by the Financial Conduct Authority under registration number 306535. This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Period of Cover

You have purchased a monthly contract; **your** insurance starts at the time of purchase and lasts for a period of 1 month. The first month's insurance is offered for free. It will then continue for further monthly periods provided **you** continue to pay **your** monthly premiums as they become due.

The monthly premium **you** pay is as confirmed at the time of purchase and will be collected by the **administrator** monthly in advance by **your** chosen payment method.



DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in **your** policy document and the **certificate schedule** are shown in bold italics throughout.

Accidental Damage - sudden and unforeseen damage not otherwise specifically excluded under this policy, including damage caused by fire and/or liquid damage, caused to **your mobile device** which was not deliberately caused by **you** or any other person.

Administrator - Citymain Administrators Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN. Tel No: 0333 999 7907 (local rate call).

Breakdown - the internal failure or burning out of any part of **your mobile device** whilst in ordinary use arising from internal electronic, electrical or mechanical defects causing sudden stoppage of the function of **your mobile device** and necessitating immediate repair before it can resume normal operation.

Business use – a mobile device provided by your employer in connection to your employment.

Certificate Schedule – the document provided to **you** following purchase of this policy which includes the details of **your mobile device** and **your** period of cover, limits of liability and excess payable.

Commercial Vehicle - any vehicle used wholly or partly for commercial or business or any other vehicle that is being used for commercial or business purposes at the time of any **theft** of the **mobile device**.

Immediate family - your spouse, partner, parents or *your* children who permanently reside with *you* at the address registered with *us*.

IMEI/Serial Number - the International Mobile Equipment Identity number which is the unique identification number that will be used to identify the **mobile device** or unique serial number ID for **your mobile device**.

Mobile Device - your mobile phone, (including iPhone) and tablet (including iPad) purchased by **you** from Affordable Mobiles with a functioning SIM registered at **your** address in it at the time; **we** will request **your** call records to prove that the **mobile device** was being used up to the event giving rise to the claim.

Period of Insurance - the period shown in **your certificate schedule**.

Proof of exchange - the original document provided to **you** from either a retail outlet or a retailer website of the seller of **your mobile device** that evidences a like for like exchange of **mobile device**.

Proof of purchase - the original purchase receipt provided at the point of sale (not from online auctions) that gives details of the **mobile device** purchased, or similar documents that provide proof that **you** own the **mobile device**.

Proof of usage - the evidence from **your** network provider showing the handset has been in use since policy inception and up to the event giving rise to the claim.



Reasonable Precautions – **you** must not leave **your** property **unattended** if it is in a place where it is accessible to the general public. **We** will not pay any claims for property left **unattended** in publicly accessible places. **You** must act as though **you** are not insured.

Theft - the unauthorised dishonest taking of the **mobile device** by a third party with the intention of permanently depriving **you** of it; as confirmed by a Police report. Theft claims must be accompanied by a valid Police crime reference, loss report or incident numbers will not be accepted in support of a theft claim.

Unattended - not within **your** sight at all times and out of **your** arms-length reach, other than when in a locked room or locked cupboard.

Violent and Forcible Entry – entry evidenced by visible damage to the fabric of the building, room, or vehicle at the point of entry.

We, Us, Our - the insurer which is AmTrust Europe Limited (AEL) whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG (registered number 01229676), and **we** appointed the **administrator** to administer this insurance on **our** behalf.

You, Your, Yourself - the person (aged 18 years or over), who owns the mobile device covered by this policy, as stated on your certificate schedule.

WHAT IS COVERED

(subject to the cover selected and the exclusions shown later)

Accidental Damage

We will repair or replace **your mobile device** if it is damaged as a result of **accidental damage**, providing the **mobile device** is returned to **us**. Where only part or parts of **your mobile device** have been damaged, **we** will only repair or replace that part or parts.

Breakdown

We will repair or replace **your mobile device** if it suffers **breakdown**, providing the **mobile device** is returned to **us**. Please note that this cover only applies if the **breakdown** occurs outside the manufacturer's guarantee period.

Theft

In the event of **theft** of **your mobile device we** will replace it. Where only part or parts of **your mobile device** have been stolen, **we** will only replace that part or parts (in respect of a valid **theft** claim).

Important:

Please note that **mobile device** cover is only provided where the item is fitted with an active functioning SIM. In the event of a claim **you** will be required to produce **proof of usage** from **your** network provider showing the **mobile device** has been in use since policy inception and up to the event giving rise to the claim.

Territorial Limits

This insurance covers a **mobile device** bought and used in the UK, but cover is extended to use anywhere in the world, for up to a maximum of 90 days, in any rolling 12-month period. Please note, any repairs or replacements must be carried out in the UK by repairers or retailers approved by **us**.



WHAT IS NOT COVERED

Policy excess

There is a policy excess applicable to *your mobile device* in respect of every claim (this is the amount *you* must contribute towards *your mobile device* that is subject to a claim). This excess must be paid before we settle *your* claim.

The excess amount applicable in respect of each *mobile device* covered under this policy is as shown on *your certificate schedule*:

Theft exclusions:

We will not cover any claim:

- unless a Police crime reference number is provided in support of the *theft*. Lost property reports will not be accepted in support of a *theft* claim.
- for a *mobile device* stolen from any motor vehicle, unless the *mobile device* is completely hidden from view with a glove compartment or boot, the vehicle's windows and doors have been closed and locked and all security systems have been activated and *violent and forcible entry* to the vehicle has been used. A copy of the repairer's account for such damage to the vehicle must be supplied with any claim.
- for *theft* of *your mobile device* left *unattended* in a public place or a place to which the public has regular access.
- where you have not taken reasonable precautions to protect your mobile device.
- for theft of the mobile device from the person unless force, pickpocketing or threat of violence is used.
- where the mobile device has been stolen from any commercial vehicle.
- where the mobile device has been stolen from any premises unless force, resulting in damage to the premises was used to gain entry by violent and forcible entry. A copy of the repairer's account for such damage must be supplied with any claim.

General exclusions (applying to all cover provided under this policy):

We will not cover the following:

- any claim when the mobile device was in the possession of any third party (other than a member of your immediate family) at the time of the event giving rise to the claim.
- any loss of the mobile device.
- any mobile device claim where the proof of usage is not provided.
- any mobile device claim where you cannot provide proof of purchase or proof of exchange.
- any claim for malicious damage which was caused by you or your immediate family.
- the VAT element of any claim if you are registered for VAT.
- any claim where the policy excess has not been paid.
- the cost of any calls made from your mobile device.
- any theft or accidental damage to any equipment or accessories including but not limited to carrying cases, battery chargers, hands-free mounting kit, cameras, PCIMA cards or external antennae.
- any routine maintenance, adjustment, modification or servicing.
- theft or damage to SIM or memory cards in isolation (unless it accompanies a valid claim for your mobile device).
- any accidental damage or breakdown claim where the IMEI/Serial number cannot be determined from your mobile device.
- any claim if your mobile device was purchased:
 - o outside the United Kingdom; or
 - second hand.



- any other costs that are indirectly caused by the event which led to your claim, unless specifically stated in this policy.
- any kind of damage whatsoever unless the damaged mobile device is provided for repair.
- cosmetic damage only to the *mobile device* that has no effect on the device's functionality, to include, for example, marring, scratching and denting.
- any software or firmware failures.
- any claim when the mobile device is being used for business use.
- damage or destruction caused by, contributed to or arising from:
 - wear and tear or gradual deterioration of performance
 - o using the *mobile device* for purposes other than those in the users' manual.
- any claim resulting from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.
- any claim resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- any damage directly occasioned by pressure waves caused by an aircraft and other aerial devices travelling at sonic or supersonic speeds.
- any breakdown
 - that occurs during manufacturer's warranty period.
 - caused by placing or using the *mobile device* in a location or environment that is not in accordance with the manufacturers' instruction.

POLICY CONDITIONS AND LIMITATIONS

Claims Procedures

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 administrator** will help **your** claim to run smoothly.

Theft Claims

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

Should **you** be claiming for the **theft** of **your mobile device you** must also contact **your** network provider as soon as possible following discovery of the incident to place a call bar on **your mobile device**.

For all claims (including *breakdown* and malicious damage):

You should contact **your 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**):

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Online claims: www.eclaimcity.co.uk Phone: 0333 999 7907 (local rate call)

Email: claims@citymain.com



Post: The Claims Team, Citymain Administrators Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN.

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

- proof of purchase, proof of date of purchase or proof of exchange
- **proof of usage**; and
- any other documentation **we** reasonably request that is relevant to **your** claim.

Your administrator will assess **your** claim and as long as **your** claim is valid, will authorise the repair or replacement of **your mobile device** in accordance with this policy.

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

AmTrust Europe Limited (AEL) are an insurer's agent and in the matters of a claim act on behalf of the insurer.

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

Equipment Repairs

If your administrator determines that your mobile device can be repaired following a valid claim:

- 1. You will be asked to send your mobile device to your administrator or to our authorised repairer. You will be responsible for the cost of postage. To avoid any further damage being caused to your mobile device, we recommend that you use a padded envelope and send your mobile device by registered mail. There is no cover provided by this policy in respect of damage, loss or theft for mobile phones which are not mailed this way.
- 2. **Your scheme administrator** will arrange for the repair of **your mobile phone** and return it to **you** by courier to **your** last known address or the address specified on **your** claim submission.
- 3. All repairs that are carried out to *your mobile phone* will be guaranteed for 3 months.

Replacement Equipment

If your administrator determines that your mobile device needs to be replaced following a valid claim:

- 1. Your administrator will endeavour to replace your mobile device with an identical, fully refurbished (or new where a refurbished item is not available) mobile device of the same age and condition as your mobile device. However, in the unlikely event this is not possible, your administrator will provide you with a fully refurbished (or new where a refurbished item is not available) mobile device of a comparable specification or the equivalent value taking into consideration the age and condition of your mobile device prior to your claim.
 - 2. Any *mobile device* replaced by *your administrator* will be guaranteed for 3 months.
 - 3. Please note that although **we** will endeavour to replace **your mobile device** with the same colour, it may not always be possible and therefore **you** will be provided with an alternative colour in that situation.
 - 4. If **we** replace **your mobile device** the damaged original **mobile device** becomes **our** property.



Limit of Liability

The insurer's maximum liability for any claims shall not exceed the maximum replacement value of **your mobile device** or the limits of liability shown on **your certificate schedule**.

Fraud

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

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage you caused deliberately or with your knowledge; 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.

POLICY CANCELLATION

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

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

Telephone: 0333 999 7907 (local rate call)

Email: info@citymain.com

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 14-day cooling off period, **your** cover will expire with immediate effect and no premium will become payable.

Cancellation following the cooling-off period

You may cancel the insurance at any time after the initial 14-day cooling-off period. If **you** cancel following the 14-day cooling-off period, **your** cover will continue until the end of the month for which **you** have already paid, there will be no refund of premium because you will only have paid for the cover you have already received.

Cancellation by us:

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* 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.

MID-TERM ADJUSTMENTS – changing your mobile device or personal details

Should **you** replace **your** existing **mobile device** with a new **mobile device** whilst this policy is in force, **we** will consider transferring the benefit of the policy. If the new **mobile device** falls into a different premium banding to **your** original **mobile device** the premium and/or excess payable may change.

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

In the event that any of **your** personal details change, such as address, email or contact numbers, please ensure **you** advise the **administrator** as soon as possible for **your** details to be updated to prevent any delays when making a claim.

AUTOMATIC RENEWAL OF YOUR POLICY

Your policy is a rolling monthly policy and therefore to ensure **you** maintain continuous cover under **your** policy it will automatically be renewed each month. Unless **you** advise **us** otherwise and **your** monthly premium will be collected by the **administrator** using the payment method chosen by you at the time of the initial purchase of this policy.

Please note: although this insurance is offered at the time of purchase of **your mobile device**, it is a separate contract and is not linked to the length of **your mobile device** contract. Therefore, should **you** decide to cancel **your mobile device** contract, either during the cooling-off period or at the end of the contract term, it will not automatically cancel this insurance policy. **You** have the option of transferring the benefit of this insurance to another **mobile device** or to cancel this policy at any time, as stated under the Policy Cancellation section.

WHAT TO DO IF YOU HAVE A COMPLAINT

It is always the intention to provide **you** with a first-class service. However, if **you** are not happy with the service, in the first instance, please write to the Customer Relations Manager of the **administrator**. Their contact details are:



FAO: Customer Relations Manager Citymain Administrators Ltd 3000 Lakeside North Harbour Western Road Portsmouth PO6 3EN

Tel: 0333 999 7907 (local rate call).

E-mail: info@citymain.com

We will acknowledge your complaint within 2 working days.

You have the right to contact the Financial Ombudsman Service at any time:

The Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR

Telephone: 0300 1239 123.

For calls outside of the UK, please call 0044 207 964 1000. Email: complaint.info@financial-ombudsman.org.uk. Web Address: www.financial-ombudsman.org.uk.

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

If **you** wish to complain about an insurance policy purchased online **you** may be able to use the European Commission's Online Dispute Resolution platform, which can be found at the following address: http://ec.europa.eu/consumers/odr

Following this complaint procedure does not affect *your* right to take legal action.

PREMIUMS AND CLAIMS – your rights

When handling premium payments from **you** that are due to the insurer and when handling any claim **you make**, the **administrator** acts as an authorised agent of the insurer. This means that when **you** pay a premium to the **administrator** it is deemed to have been received by the insurer and that any valid claim **you** make it is not deemed to have been settled by the insurer until **you** have actually received a repaired or replacement **mobile device**.

The Insurer's 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 **your** 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 have to 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 administrator** in accordance with this policy wording if **you** are unhappy with the change or proposed change.

Financial Services Compensation scheme

Your insurer is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **your** insurer cannot meet their obligations, depending on the type of insurance and the circumstances of **your** claim. Further information about the scheme is available from the FSCS website www.fscs.org.uk.

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

PRIVACY AND DATA PROTECTION NOTICE

Data Protection

For the purposes of this notice **we** refer to both the **administrator** of the scheme Citymain Administrators Limited and the insurer AmTrust Europe Limited.

Citymain Administrators Limited and AmTrust Europe Limited (the Data Controllers) are committed to protecting and respecting *your* privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which *we* process *your* personal data. For more information about how Citymain Administrators Limited use your data please visit our parent company website at www.spbuk.com. SPB UK & Ireland is the group name of Citymain Administrators Ltd. SPB UK & Ireland is registered in England and Wales, Company No. 07015206 registered office is 3000, Lakeside, North Harbour, Western Road, Portsmouth, Hampshire, PO6 3EN. For more information about how AmTrust Europe Limited use *your* data please visit www.amtrustinternationalunderwriters.ie

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How we use your personal data

We may use the personal data we hold about you for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide you with information, products or services that you request from us or which we feel may interest you. We will also use your data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations.

Sensitive personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by *us* for the specific purposes of underwriting or as part of the claims handling process.

The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

Disclosure of your personal data

We may disclosure **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include **our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

International transfers of data

AmTrust Europe Limited may transfer *your* personal data to destinations outside the European Economic Area ("EEA"). Where AmTrust Europe Limited transfer *your* personal data outside of the EEA, AmTrust Europe Limited will ensure that it is treated securely and in accordance with the Legislation.

Your rights

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **your** data, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning our use of **your** personal data, please contact The Data Protection Officers at AmTrust Europe Limited and Citymain Administrators Limited - please see websites for full contact details.