

## MOBILE PHONE AND GADGET INSURANCE POLICY TERMS AND CONDITIONS

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

It is underwritten by Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG

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

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Details can be checked on the Financial Services Register at <https://register.fca.org.uk/> or by calling them on 0800 111 6768.

### Intention of Cover

This Insurance provides cover for **Your Equipment** against **Accidental Damage, Theft, (Loss, if selected), Misuse of Equipment** and **Breakdown**.

### Definitions

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

<b>Accidental Damage</b>	An accidental and unforeseen failure, breakage or destruction of <b>Your Equipment</b> , with visible evidence of an external force being applied and which results in the <b>Equipment</b> being rendered unusable.
<b>Administrator</b>	Warranty & Creditor Services of 6 Faraday Office Park, Rankine Road, Basingstoke RG24 8QB Tel (01256) 471387.
<b>Breakdown</b>	The failure of any electrical or mechanical component in <b>Your Equipment</b> due to a sudden and unforeseen fault, which causes the <b>Equipment</b> to stop working in the way the manufacturer intended and which requires repair or replacement before the <b>Equipment</b> can be used again
<b>Equipment</b>	The <b>Equipment</b> specified in the <b>Schedule</b> or any subsequent <b>Equipment You</b> replace it with subject to being able to provide proof of purchase and usage.
<b>Forced and violent</b>	Entry/exit evidenced by visible damage to the fabric of the building, room or vehicle at the point of entry.
<b>Loss</b>	Where the Electronic <b>Equipment</b> has been accidentally <b>Lost</b> by <b>You</b> in a known location and <b>You</b> are permanently deprived of its use.
<b>Misuse of Equipment</b>	If <b>You</b> have a valid claim for <b>Theft</b> or <b>Loss</b> of <b>Your Equipment</b> , this covers the costs of any calls up to the sum insured made by another person using <b>Your Equipment</b> without <b>Your</b> permission following <b>Theft</b> or <b>Loss</b>
<b>Monthly Premium</b>	The agreed amount payable by <b>You</b> by Direct Debit each month in order that cover remains in force under the <b>Payment</b> terms and conditions of this policy wording.
<b>Period of Insurance</b>	This is a rolling monthly contract and commences on the purchase of this policy as shown on <b>Your Schedule</b> and continues by periods of one month upon receipt of <b>Your Monthly Premium Payment</b> other than for <b>Extended Warranty (Breakdown)</b> which commences 12 months after purchase of the <b>Equipment</b> .
<b>Schedule</b>	The <b>Schedule</b> shown on the certificate of insurance.
<b>Theft</b>	The unlawful taking of <b>Your Equipment</b> against <b>You</b> will by another party, with the intent to permanently deprive <b>You</b> of that property.
<b>Unattended</b>	Not within <b>Your</b> sight at all times and out of <b>Your</b> arms-length reach.

**We/Us/Our//Insurer(s)** Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG.

**You(r)** The Person who owns the **Equipment** as stated on the insurance **Schedule** or an immediate family member or other person named on the **Schedule**.

**What We will cover**

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

**Theft:** If **Your Equipment** is stolen **We** will replace it.  
**Loss:** If your **Equipment** is Lost and You have selected this element of cover and paid the additional premium **We** will replace Your **Equipment**.  
**Accidental Damage:** **We** will pay repair costs if **Your Equipment** is damaged as the result of an accident.  
**Breakdown:** If a **Breakdown** of **Your Equipment** occurs outside of the manufacturer’s guarantee or warranty period **We** will pay the repair costs. If **We** are unable to economically repair **Your Equipment** then, a replacement item will be provided.  
**Misuse of Equipment:** If **You** have a valid claim for **Theft** or **Loss** of **Your Equipment**, this covers the costs of any calls up to the sum insured made by another person using **Your Equipment** without **Your** permission following **Theft** or **Loss**.

**Sum Insured**

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

**Exclusions**

The Insurance does not cover:-

1. **Theft, Loss, Accidental Damage** or **Breakdown** covered by any other insurance or warranty
2. **Theft Loss** or **Accidental Damage** to the **Equipment**:-
  - a. whilst left in an unattended motor vehicle unless the **Equipment** is concealed from view and all doors, windows and other openings of the vehicle have been left closed, securely locked and properly fastened with the ignition and other keys removed and such door, window, opening, lock or fastener has been **forcibly and violently** accessed to gain entry
  - b. whilst left on any motor vehicle roof, bonnet or boot
  - c. from any property, place or premises unless such **Theft** or damage has occurred through **Forced and Violent entry** or exit
3. The excess as shown on **Your Schedule** and below. For **Theft** or **Accidental Damage** claims this amount is reduced by £25

Premium per Month	Policy Excess
£4, £5 or £6	£75
£7 or £8	£100
£9, £10, £11 or £12	£125
£13, £14 or £15	£150
£16 or £17	£175
£18 or £19	£200

4. The maximum number of claims that may be made in respect of total loss (either **Theft, Loss** or irreparable damage) on any **Equipment**, is two
5. **Theft** where the **Equipment** has been left **Unattended** when it is away from **Your** home.
6. **Theft, Loss** or **Accidental Damage** to the **Equipment** whilst on hire or loan to any third party
7. **Any** costs in excess of the repair or replacement of the **Equipment**
8. Any incident for which **You** have previously tried unsuccessfully to Claim under this policy
9. **Accidental Damage** or **Breakdown** through negligence, abuse or misuse of the **Equipment** including any incident where the **Equipment** is placed into a washing machine whether accidentally or otherwise
10. Accessories to **Your Equipment**
11. Any claim where **You** are outside the UK for a period of longer than 90 days

12. The cost of any claim whatsoever relating to software or any data changes
13. Cosmetic damage where the **Equipment** still functions normally
14. Loss caused by a manufacturer's defect or recall of the **Equipment**, or any faults or issues that can be traced as being existing prior to the commencement of the policy
15. The cost of repairs or replacement carried out by anyone not approved by the **Administrator** and the use of non-approved components
16. Any loss of or damage to any data stored on or contained within the **Equipment**
17. **Theft, Loss or Accidental Damage** unless a SIM card registered to **You** was in **Your** mobile phone at the time of the incident
18. 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.
19. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
20. 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.
21. Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
22. Any consequence, howsoever caused, including but not limited to Computer Virus of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.  
 For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.  
 For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

## Conditions

1. The **Equipment** must have been purchased from a UK based supplier who is VAT registered and at the time **You** apply for the insurance the **Equipment** must be less than 36 months in age, in **Your** possession and free from any damage or defects. Please note that **You** must supply a copy of **Your** VAT invoice when **You** make a claim.
2. The minimum term of this insurance is 12 months which will be applied if a claim is made. In the event that a claim is paid by the Underwriters and the policy is cancelled by **You** before 12 months premiums have been paid all remaining premiums will become due immediately.
3. If **Your Equipment** is subject to **Theft, Loss, Accidental Damage or Breakdown** We will at **Our** own option either pay for the cost of repairs by a qualified engineer authorised by the **Administrator** or replace **Your Equipment** with an item of the same or similar specification subject to availability. Repairs may be carried out with copy parts rather than parts supplied by the original **Equipment** manufacturer. This is not a new for old policy, any replacement **Equipment** supplied will be refurbished not brand new.
4. Cover is only available if **Your Monthly Premium Payment** has been paid from the start date of this insurance and there are no outstanding payment defaults.
5. We may alter the premiums by giving **You** thirty days' notice to proportionately reflect legitimate cost increases or reductions associated with insuring **Your Equipment**. This does not affect **Your** statutory rights under this insurance contract. In the event of any increase in premiums **You** have the right to immediately cancel this contract
6. We may take legal action against any third party responsible for a loss.
7. **You** must take all reasonable steps to protect and preserve **Your Equipment** and minimise **Our** liability. Some examples of reasonable steps might include:
  - not deliberately leaving the **Equipment** out of **Your** own sight but in view of other people

- promptly returning to the place of any **Theft** or **Loss** to try to recover the **Equipment** as soon as **You** become aware the **Equipment** has gone missing
- report the incident to the place where **You** think it occurred or where it is most likely to be handed in.
- checking the **Equipment** is on **Your** person before leaving any form of public transport or taxi

**We** will take into account where **You** were and what **You** were doing at the time the incident occurred, when **We** assess whether **You** have taken care of **Your** device. If **Your** actions show **You** have taken an unnecessary risk with it, **We** may decline your claim

**8.** Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.

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

- fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your** policy;
- fails to reveal or hides a fact likely to influence the cover **We** provide;
- makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge; or
- If **Your** claim is in any way dishonest or exaggerated,

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

### **Your responsibility**

**You** must take reasonable care to:

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

**You** must take reasonable care to provide information that is accurate and complete answers to the questions

**Your** (administrator / agent) ask when **You** take out, make changes to and renew **Your** policy. If any information **You** provide is not accurate and complete, this may mean **Your** policy is invalid and that it does not operate in the event of a claim or **We** may not pay any claim in full.

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

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

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

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

If **We** give **You** notice that the terms of **Your** insurance have changed or that **You** must pay more for **Your** insurance, then **You** may give **Us** thirty days' notice in writing if **You** wish to terminate the contract.

Any return premium due to **You** will depend on how long this contract has been in force and whether **You** have made a claim.

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

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

### Claims Procedure:

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

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

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

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

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

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

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

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

### Cancellation

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

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

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Where we reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

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

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

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

### Complaints Procedure

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

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:  
The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Tel: 0300 123 9 123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@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 Citizens Advice Bureau.

If **You** have purchased the insurance policy online, **You** may also raise **Your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **Your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **Your** complaint than if **You** contact the Financial Ombudsman Service directly.

### **Compensation**

Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://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

### **NOVUS Underwriting Ltd. Privacy Notice**

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.

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