

Electronic Equipment Terms & Conditions

Definitions

1. **Accidental Loss** means that the **electronic equipment** has been accidentally left by **you** in a location and **you** are permanently deprived of its use.
2. “**Airtime Abuse**” shall mean airtime charges incurred by unknown persons following the Theft of **Your Electronic Equipment** which results in a successful claim under the Theft section of this insurance policy
3. **Commercial Vehicle** shall mean any vehicle used wholly or partly for commercial or business purposes or any other vehicle that is being used for commercial or business purposes at the time of any loss or damage
4. “**Electronic Equipment**” shall mean iPads, iPhones and Mobile Phones Insured by **Us** and purchased by **You** as detailed in **Your** policy documents
5. **Insurer(s)** shall mean UK General Insurance on behalf of Ageas Insurance Ltd
6. **Reasonable precautions** – all measures that it would be reasonable to expect a person to take in the circumstances to prevent a claim under the policy.
7. “**Unattended**” shall mean not within **Your** sight at all times and/or out of **Your** arms-length reach
8. **Terrorism** shall mean any act of any person or organization involving causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.
9. “**We/Us/Our**” shall mean Pier Insurance Managed Services Limited
10. “**You/Your**” shall mean the private individual or company detailed on the policy schedule

Your Cover

UK General Insurance Limited on behalf of Ageas Insurance Ltd Registered in England No.354568 Registered Office Ageas House Tollgate Eastleigh Hampshire SO53 3YA (the Insurer) will subject to the exclusions and conditions indemnify **You** by payment or at its option by replacement (with identical **Electronic Equipment** or **Electronic Equipment** of comparable specification) or repair in respect of accidental damage liquid damage electrical or mechanical breakdown loss or theft of the **Electronic Equipment** occurring during the Period of Insurance. For **Airtime Abuse** the maximum indemnity provided under this insurance is limited to £100 in total during any 12 consecutive month period.

In return for the payment of **Your** premium **We** will provide insurance for **Your Electronic Equipment** during the period of cover as stated in **Your** policy documents and subject to the terms, conditions and exclusions shown below or as amended in writing by **Us**. This is a monthly rolling contract which will renew monthly until cancelled by either party and is only in force if the monthly premium has been paid and has a minimum term of 12 months with cover limited to one replacement per insured item per year.

Administrators

1. For claim notification and claims handling: Pier Insurance Managed Services Limited, Suite 7 Chalkwell Lawns 648-656 London Road Westcliff on Sea Essex SS0 9HR. Telephone number 0870 416 3353.
2. For certificate issuance: CUSC (Foneguard) Limited, Mathis House, Leigh Road, Terminus Business Estate, Chichester, West Sussex PO19 8TT. Telephone number 01243 790777.

Accidental Damage & Liquid Damage

Insurers will pay repair costs if **Your Electronic Equipment** is damaged as a result of an accident, subject to the Policy Terms & Conditions.

Theft

If **Your Electronic Equipment** is stolen **Insurers** will replace it, subject to the Policy Terms & Conditions.

Accidental Loss

If **Your Electronic Equipment** is accidentally lost **Insurers** will replace it subject to the Policy Terms & Conditions.

Airtime Abuse

Insurers will pay for the cost of unauthorized calls in the event that **Your Electronic Equipment** is stolen and subject to the Terms & Conditions of **Your** policy.

Extended Warranty

If **Your Electronic Equipment** develops an Electrical or Mechanical fault outside of the manufacturers warranty period **Insurers** will pay for repair costs, subject to the Terms & Conditions of **Your** policy.

International Coverage

Your Electronic Equipment is covered up to a maximum of 60 days during any one calendar year anywhere in the world.

What is not covered

What **Your Electronic Equipment** is not covered for;

Theft

- theft of the **Electronic Equipment** from any Commercial Vehicle, convertible or soft top vehicle
- theft of the **Electronic Equipment** from any vehicle unless all windows are closed all doors are securely locked all security devices are activated and the **Electronic Equipment** is concealed from view in a locked glove compartment locked boot or locked load area
- theft of the **Electronic Equipment** from any premises unless it involves forcible and violent entry or exit or
- theft of the **Electronic Equipment** from any mode of transport whilst left **Unattended**
- theft of the **Electronic Equipment** from the person of the user unless involving force or the threat thereof
- theft of the **Electronic Equipment** whilst left **Unattended** when it is away from **Your** home
- if the serial number has been tampered with in any way
- theft where the circumstances cannot be clearly identified i.e where **You** are unable to confirm the date and time of occurrence.

Loss or Damage caused by

- any incident except where it has been concealed on **Your** person and whilst not left **Unattended**
- repair or replacement arising as a result of negligent use wilful abuse or misuse
- the cost of replacing or repairing accessories or costs arising from the use of accessories
- the cost of routine inspection service adjustment or cleaning or any damage caused to the **Electronic Equipment** during these processes
- loss where the circumstances cannot be clearly identified i.e where **You** are unable to confirm the date and time of occurrence.

Repair or other costs for

- repairs carried out by persons not authorised by **Us**.
- any other costs that are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this policy unless relating to **Airtime Abuse** for **Your Electronic Equipment** up to a maximum of £100.
- the cost of replacing any stored data including but not limited to tunes songs personalised ring tones pictures films graphics downloaded material or software whether arising as a result of a claim paid by this insurance or otherwise.
- the policy excess as detailed below.
- damage to the battery or aerial or cosmetic damage
- any amount recoverable under any guarantee warranty or other insurance.
- wear and tear or gradual deterioration of performance of **Your Electronic Equipment**.
- any damage or fault caused by any form of electronic virus.
- liability of any nature arising from ownership or use of the **Electronic Equipment** including any illness or injury resulting from it.

General Exclusions

War Risk

1. Terrorism, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.

Nuclear Risk

2. Damage or destruction caused by, contributed to or arising from:
 - a. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel: or
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

Conditions

1. The schedule and the policy shall be read together as one document and any word or expression to which a specific meaning has been attached shall bear such specific meaning wherever it may appear.
2. All **Reasonable Precautions** must be taken to prevent damage to or theft of the **Electronic Equipment**.
3. Details of any replacement of the **Electronic Equipment** (IMEI/serial number) must be advised to **CUSC Foneguard** with proof of purchase in writing or by e-mail to **CUSC Foneguard** (admin@cusc.co.uk).
4. Cover under this Insurance Policy is subject to the payment of the premium by direct debit or credit card Premiums must be up to date and are non-refundable after the insurance cover has commenced other than during the cooling off period.
5. This policy will be voidable in the event of fraud non disclosure or alteration of risk.
6. Each party is entitled to cancel the insurance at any time giving not less than 30 days notice to the other in writing as premiums are payable monthly there will be no refund of premium due in the event of cancellation.
7. If **You** pay monthly and make a claim **You** will be required to pay the premium for the minimum term (12 months) in advance before **We** can authorise any claim.
8. If **We** replace **Your Electronic Equipment** the damaged item becomes **Ours**. If it is returned or found **You** must notify **Us** and send it to **Us** if we ask **You** to

Policy Excess

You will be responsible for the first £75 of any Loss or Theft claim.

You will be responsible for the first £50 of any Accidental Damage with respect to claims for iPhones, iPads and Mobile Phones which must be paid before **Your** claim can be approved.

Claims Procedure

In the event of a claim **You** must:

- a. advise the police within 24 hours if there has been theft or vandalism and obtain a crime reference number Lost property numbers are not acceptable in support of a claim.
- b. advise **Us** by telephone as soon as possible and in any event within 48 hours on the claims hotline number – 0870 416 3353.
- c. provide at **Your** own expense a claim form and all details and evidence as may be reasonably required within 30 days of receipt.
- d. notify the appropriate air time provider within 12 hours of discovery
Orange 07973 100150 T-Mobile 08454 125000
Vodafone 07002 191191 0-2 08705 860860
3 08707 330333

UK General Insurance Limited is an agent of Ageas Insurance Ltd and in claims matters act on their behalf

Insurers will process **Your** claim under the terms and conditions of the policy based on the first reason notified to **Us**. If **Your** claim is not covered and **You** change the reason **We** consider this fraud and as such will be notified to the appropriate agency.

Replacement

1. This policy is not a replacement as new policy. If the **Electronic Equipment** cannot be replaced with identical **Electronic Equipment** of the same age and condition **Insurers** will replace it with a comparable model or the equivalent value taking into account the age and condition of the original electronic equipment.
2. In the event of a valid claim resulting in the replacement of the Electronic Equipment this policy will not cover the item or items of replacement equipment during the remainder of the minimum term in which the claim has been settled. However, the replacement Electronic Equipment may be insured on payment of an additional premium.

Territorial Limits of Policy

Great Britain Northern Ireland Isle of Man The Channel Islands or the Republic of Ireland and up to 60 days during any one calendar year elsewhere in the World.

Compensation Scheme

Ageas Insurance Ltd is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they 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

Pier Insurance Managed Services Limited Ageas Insurance Ltd and UK General Insurance Limited are authorised and regulated by the Financial Services Authority This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234

Period of Insurance

This insurance commences at the time of purchase for a period of one month and will continue to be renewed by periods of one month upon receipt of **Your** monthly premium.

Cooling off period

You may cancel this policy within 14 days of receiving it by contacting **Us** at the address shown in this policy Provided no claim has been made a full refund of premium paid by **You** will be given. Contact CUSC (Foneguard) at admin@cusc.co.uk to register your cancellation.

Complaints Procedure

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this Insurance or the handling of a claim **you** should in the first instance contact the Scheme Administrator The contact details are:

Scheme Administrator Pier Insurance Managed Services Limited
Suite 7 Chalkwell Lawns 648-656 London Road Westcliff on Sea Essex SS0 9HR
Tel 01702 568075 Fax 01702 222841 Email enquiries@pierinsurance.com

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response

In the event **You** remain dissatisfied and wish to make a complaint **You** can do so by contacting the following:

The Customer Relations Manager UK General Insurance Limited Cast House, Old Mill Business Park Gibraltar Island Road, Leeds LS10 1RJ Tel: 0845 218 2685 Email: customerrelations@ukgeneral.co.uk

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 €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

Financial Ombudsman Service
South Quay Plaza 183 Marsh Wall Docklands London E14 9SR
Tel; 0845 080 1800 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.

Law applicable to the contract

Under United Kingdom law the parties to the contract have the right to choose the law which should apply. In the absence of any agreement to the contrary English law will apply.

Data Protection

The data supplied by **You** will be used by **Us** for the purposes of processing **Your** policy of insurance including underwriting administration and handling any claim which may arise. The data supplied may also be used by Pier Insurance Managed Services Limited or any group company to contact **You** from time to time in order to notify **You** of other goods and services that **We** offer. If **You** do not consent to such use of **Your** personal data please email **Us** at enquiries@pierinsurance.com

It is important that the data **You** have supplied is kept up to date. **You** should therefore notify **Us** promptly of any changes. **You** are entitled upon payment of an administration fee (currently £10) to inspect the personal data which **We** are holding about **You**. If **You** wish to make such an inspection **You** should contact: Pier Insurance Managed Services Limited Suite 7 Chalkwell Lawns 648-656 London Road Westcliff-on-Sea Essex SS0 9HR

We may respond to enquiries by the Police concerning **Your** policy in the normal course of their investigations. Where it is necessary to administer **Your** policy effectively or to protect **Your** interests **We** may disclose the data **You** have supplied to other third parties such as solicitors, loss adjusters, motor garages, engineers, repairers, replacement companies, other insurers etc.

We may exchange information with third parties for the purposes of fraud protection and credit risk reduction. **We** may transfer our bases containing **Your** personal information if **We** sell Our business or part of it.

Statement of Demands and Needs

This product meets the demands and needs of those who wish to insure their mobile phone against Accidental Damage, liquid damage, loss, theft and extended warranty. **We** have not provided **You** with advice on this insurance cover.



Equipment Insurance Summary of Cover

This policy summary does not contain the full terms and conditions of the policy. These can be found in the policy terms and conditions document. The insurance is underwritten by UK General Insurance Limited Insurance on behalf of Ageas Insurance Ltd.

What is covered by the Policy?

The policy covers **Your Electronic Equipment** for:

- Accidental Damage
- Liquid Damage
- Theft
- Loss
- Worldwide Cover
- Extended Warranty

How long is the Policy period and cancellation?

- **You** may cancel the policy within 30 days by writing or emailing CUSC Foneguard. **You** may cancel the policy at any time outside of the first 30 days by writing to: The Scheme Administrator, Pier Insurance Managed Services Ltd, Suite 7 Chalkwell Lawns, 646-656 London Road, Westcliff on Sea, Essex, SS0 9HR
- **You** will have to pay a monthly premium each month to maintain **Your** cover. The insurance lasts for periods of one month at a time and will continue until the policy is cancelled in accordance with the criteria set out under "Conditions" in the policy terms and conditions document.
- If **you** pay monthly and make a claim **you** will be required to pay the premium for the minimum term (12 months) in advance before **we** can authorise any claim.

What are the Benefits provided by and Exclusions or Limitations of the Policy?

| Benefits Provided by the Policy | Exclusions and Limitations of the Policy |
|--|--|
| Accidental Damage • Insurers will repair or replace Your Electronic Equipment if it is accidentally damaged | |
| Liquid Damage • Insurers will repair or replace your Electronic Equipment if it is damaged by liquid | |
| Theft • If Your Electronic Equipment is stolen Insurers will replace it | You must advise the police within 24 hours if there has been theft and obtain a crime reference number. Lost property numbers are not acceptable in support of a claim. |
| Loss If Your Electronic Equipment is lost Insurers will replace it subject to the full Terms and Conditions | You must advise the Police within 24 hours if there has been loss and obtain a lost property reference number. Your Electronic Equipment will not be covered if it has been left Unattended . |
| Worldwide Cover • Your policy will cover Your Electronic Equipment outside of the UK | Cover is limited to 60 days in a 12-month period. See "Territorial Limits" on Your policy terms and conditions document |
| Extended Warranty Your policy will extend Your manufacturers warranty for as long as You continue to pay Your monthly premium | |
| Minimum term of 12 months | In the event of a claim being notified the remainder of the premium for the unexpired term of the policy will become payable before the claim is authorised. |

What Excess Do I have to pay?

Your policy has a compulsory excess which can be found within **Your** Terms and Conditions

How Do I Make a Claim?

You can notify a claim by calling our claims hotline on 0870 416 3353 between 09:00am and 5:30pm Monday to Friday.

How Do I Make a Complaint?

If **You** have a complaint please write to The Scheme Administrator, Pier Insurance Managed Services Limited, Suite 7 Chalkwell Lawns 648-656 London Road, Westcliff-on-sea Essex SS0 9HR, Tel 01702 568075, Fax 01702 222841, Email: enquiries@pierinsurance.com If **We** are unable to resolve the problem **We** will provide **You** with information about how **You** may refer **Your** complaint to the Financial Ombudsman. Full details of our complaints procedure may be found in **Your** Policy Document.

Compensation Scheme?

You may be entitled to compensation from the Financial Services Compensation Scheme if Ageas Insurance Limited cannot meet its liabilities.