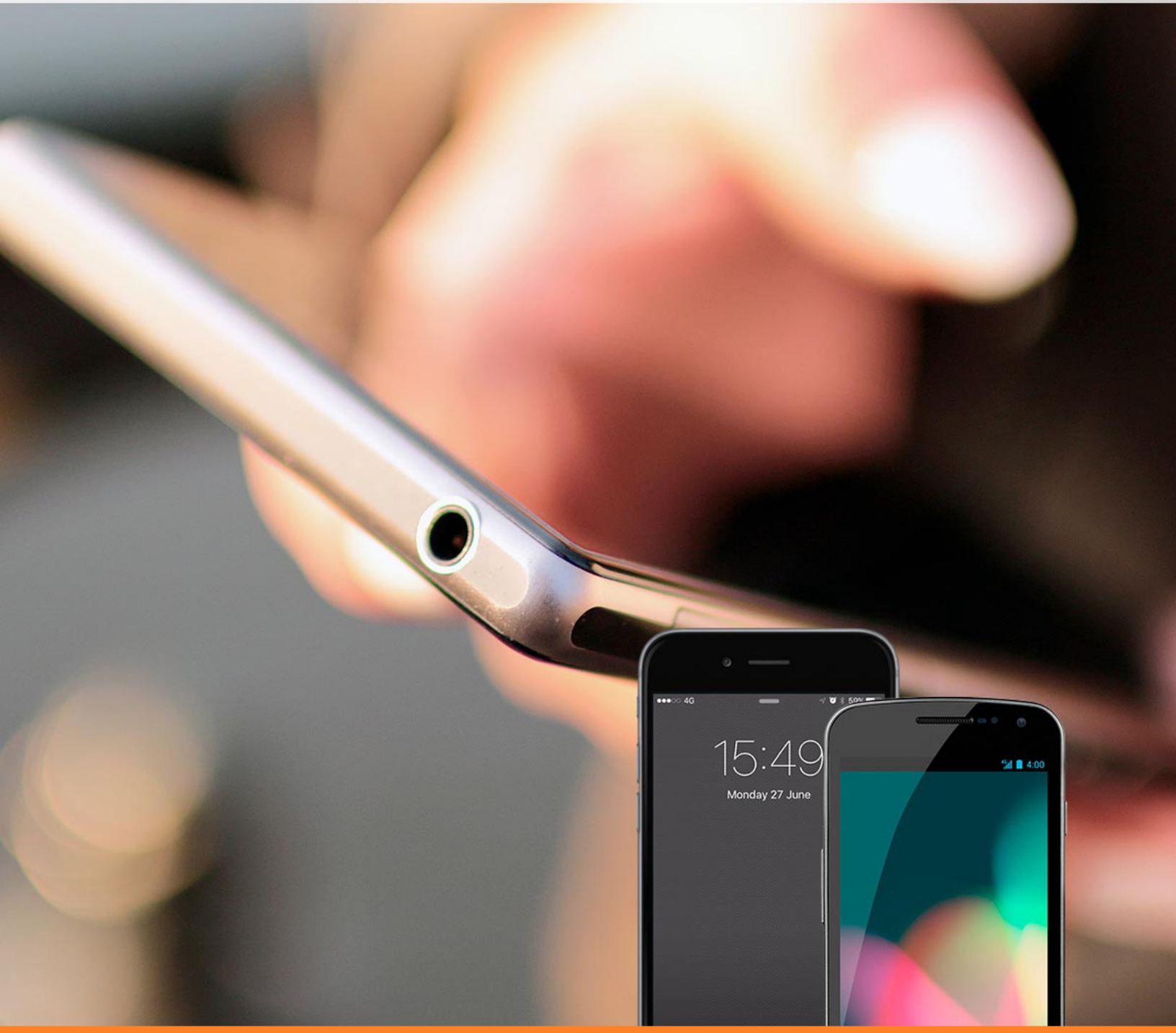
CUSCFoneguard

Your policy booklet



Standard cover mobile insurance

Policy terms and conditions

Please read and keep safe

Mobile & tablet insurance terms and conditions

Important

Please read this document carefully together with **your** schedule of insurance to make sure **you** understand the cover including conditions and exclusions.

When **you** purchased this insurance **you** selected the appropriate level of cover(s) that most suit **your** needs.

We have not provided **you** with any advice on the suitability of this insurance cover to meet **your** needs. This policy may be cancelled at any time and please refer to cancellation provisions contained in these Insurance terms and conditions.

CUSC Foneguard is Regulated and Authorised by the Financial Conduct Authority 313851.

How to get in touch

By phone:	01702 222880
By Email:	support@cusc.co.uk
Make a claim:	claims@cusc.co.uk

Who provides your insurance

This insurance is arranged by CUSC Foneguard Ltd & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

CUSC Foneguard Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by BFundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Important information

Your device must be in good working condition at the time of purchasing the policy. If there is evidence that the accidental damage, theft or loss occurred prior to the inception of **your** insurance policy it will result in **your** claim being refused. **We** may also inform the appropriate authorities, including the police, and take further legal action against **you**.

Your device insurance cover

In return for the payment of**your** premium **we** will provide cover to repair or replace **your device** during the period of cover and for the cover(s) specified in **your** Schedule of Insurance and subject to the terms, conditions and exclusions shown below or as amended in writing by **us.**

The full annual premium, for 12 months cover, can be paid or **you** may make monthly payments as specified in **your** Schedule of Insurance.

Definitions

Throughout **your** policy wherever words and phrases appear in bold they are defined as below.

accessories shall mean items such as but not limited to, chargers, protective cases, headphones and hands free devices but excludes SIM cards and wearables. Evidence of ownership for **accessories** will need to be provided when you are making a claim

accidental damage shall mean unintentional damage caused to **your device** including broken screens, which makes the use of the **device** unworkable

airtime abuse shall mean airtime charges incurred by unknown persons following the **theft** of **your device**

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

cosmetic damage shall mean non-structural damage that does not affect the functionality or operation of the **device** including but not limited to scratches dents and marks caused by normal wear and tear and/or general usage

device means the item(s) insured by **us** and purchased and owned by **you** and in full working order when **you** purchased this insurance as detailed in **your** schedule of insurance.

device age limit means the maximum age that applies to **your device** at the time of policy inception, or added to an existing policy, to be eligible for insurance. The age of the **device** is defined by the purchase date. Please be aware that **your** claim will be invalidated if the age of the **device** exceeds the age limit at the time of policy inception.

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

excess means the amount **you** pay towards each claim

liquid damage means unintentional damage caused to **your device** as a result of coming into contact with a liquid

loss means that **you** are unable to account for **your device** whereabouts and are permanently deprived of its use after **reasonable precautions** have been taken to protect it and it has not been left **unattended.**

proof of purchase means an original receipt and any other documentation required to prove your **device** was purchased from a UK VAT registered company and that it is owned by **you** - including the date of purchase, make, model, serial and IMEI number of **your device**, where applicable

mechanical breakdown shall mean your **device** being inoperable due to a sudden and unforeseen fault as a result of the failure of internal electronic or mechanical components or defects when out of the manufacturer's warranty period

reasonable precautions shall mean all measures that would be deemed appropriate to expect a person to take in the circumstances to prevent **loss**, **accidental damage** or **theft** of **your device**, for example: having **your device** in a suitable case, ensuring all standard security measures including PIN and Passwords are utilised and are set to a number other than default or sequential/multiple characters; having **your device** with **you** whilst playing sport or near open water.

terrorism shall mean any act of any person or organisation 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

theft means the unauthorised dishonest appropriation or attempted appropriation of **your device** specified on **your** insurance schedule, by another person with the intention of permanently depriving **you** of it

unattended means where **your device** has been left **unattended** and **reasonable precautions** have not been taken and that the **device** is not within **your**sight at all times and/or out of **your** arms-length reach

we, us, our shall mean CUSC Foneguard Limited

you, your shall mean the private individual or company detailed on the policy schedule

The levels of cover for your policy

The policy covers **your device** as purchased by **you** and identified in **your** schedule of insurance for;

- **mechanical breakdown**, **accidental damage**, **liquid damage** and **theft.**If**you** have paid an additional premium to include **loss** this will be stated within **your** schedule of insurance.

Accidental damage - If **your** device is accidentally damaged **we** will repair or replace it if unrepairable, subject to **your** policy terms and conditions

Mechanical breakdown - If **your device** develops a fault outside of the manufacturer's warranty period **we** will repair or replace it, subject to **your** policy terms and conditions

Worldwide cover - If purchasing an annual term policy**your device** is covered during any one calendar year anywhere in the world. If purchasing a recurring monthly policy **your device** is covered whilst **your** policy is valid

Theft - If **your device** is stolen **we** will replace it subject to **your** policy terms and conditions. **You** will find details of the cover purchased in **your** schedule of insurance

Loss - If **you have**purchasedadditional**loss** cover and **you lose your device we** will replace it subject to **your** policy terms and conditions. **You** will find details of the cover purchased in **your** schedule of insurance

Liquid damage - If **your device** is accidentally damaged when coming into contact with any liquid **we** will repair or replace it if unrepairable, subject to **your** policy terms and conditions. **You** will find details of the cover purchased in **your** schedule of insurance

Accessories - If**your**claim for **your** gadget is approved **we** will replace any **accessories** that were accidentally lost, stolen or damaged at the same time as **your** gadget up to a maximum of £150. If **we** replace **your** mobile phone with a different make or model and this means that **you** can no longer use **your** existing **accessories we** will replace them too, up to a maximum of £150

Airtime abuse (automatically included in **theft** cover) - If **you** selected the package to pay an additional premium to purchase **theft**cover for **your device** and it is lost or stolen **we** will cover **your** airtime charges incurred up to a value of £10,000 and subject to **your** policy terms and conditions. **You** will find details of the cover purchased in **your** schedule of insurance

Excess (what you pay)

You will be responsible for the following excess payment once **your** claim has been accepted:

£50 compulsory excess for each and every mobile/tablet claim made for all liquid damage and mechanical breakdown claims
£25 compulsory excess for each and every mobile/tablet claim made for all **accidental damage** claims
£25 additional charge for all **loss**and**theft** claims

What is not covered

Applying to all sections of the policy, **we** will not pay for;

- any claim notified where outstanding referrals exist and validation proof has not been supplied
- the policy **excess**

- any claim where all **reasonable precautions** have not been taken
- any claim where the circumstances cannot be clearly identified i.e. where **you** are unable to confirm the date and time of the occurrence
- any claim made, or any event causing the claim to be made, that occurs within the first 14 days of the inception date of **your** policy
- any claim where proof of usage cannot be provided or evidenced and must show the IMEI of the **device** on cover
- 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
- **theft** or **loss** of the **device** where **you** have not notified **your** network provider and blacklisted it within 24 hours of discovery of **loss** or **theft**
- **theft** or **loss** of the **device** from any mode of public transport whilst left **unattended**
- **theft** or **loss** of the **device** left **unattended** when it is away from **your** home
- **theft** or **loss** of the **device** not reported to the police within 48 hours and where **you** have not obtained valid crime reference number
- any claim presented under **loss** as an alternative to an unsuccessful **theft** claim
- repairs carried out by third party repair centres not authorised or agreed for use by **us**
- correction of devices where inadequate repairs have been carried out by third party repair centres
- cosmetic damage that does not affect the functionality or operation of **your device**
- any amount recoverable under any guarantee warranty or other insurance
- wear and tear or gradual deterioration of performance of **your device**
- Any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted
- liability of any nature arising from ownership or use of the **device** including any illness or injury resulting from it
- the cost of routine inspection service adjustment or cleaning or any damage caused to the **device** during these processes
- repair or replacement arising as a result of negligent use wilful abuse or misuse

Claims procedure

In the event of a claim **you** must

1. advise the police within 48 hours if there has been **theft** or vandalism and obtain a crime reference number

2. advise **us** by telephone as soon as possible on the claims hotline number 01702 222880 or via email, support@cusc.co.uk. A downloadable version of **our** claim form may also be found at www.cusc.co.uk/claims

3. provide at **your** own expense a fully completed claim form and all details and evidence as may be

reasonably required within 30 days of receipt. **We** will not proceed with **your** claim until all required information has been supplied. A downloadable version of **Our** Claim forms can also be found at www.cusc.co.uk/claims and must be submitted together with **your proof of purchase** which must include date of purchase, serial / IMEI number of the **device** and be in **your** name. Additional proof of usage may be requested which must come directly from **your** Network Provider and show the IMEI of the **device** detailed on **your** schedule of cover.

4. in the event of a claim **you** must be able to provide proof of usage from **your** Network that confirms **your device** has been in use since policy inception and up to the event giving rise to **your** claim

5. in the event of **loss** or **theft you** must notify the appropriate air time provider within 24 hours of discovery and blacklist **your** handset, or mobile network enabled **device**.

We 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.

Duration of insurance

If **you** have purchased an annual policy it will last for a period of 12 months provided **you** have paid **your** premium. If **you** have purchased a monthly policy it will last for a period of one month and then continue for further monthly periods provided **you** continue to pay **your** monthly premiums when due.

Automatic renewal of your policy

For policies purchased with a 12 month term **we** will contact **you** approximately 14 days before **your** renewal date and offer to renew **your** policy. If **we** do not hear from **you we** will automatically renew **your** policy to make sure **you** have continuous cover.

For policies purchased with a monthly term **we** will automatically renew **your** policy each month unless **you** advise **us** otherwise.

If **we** need to make any changes to **your** policy cover or to the price of **your** insurance, **we** will provide **you** with at least 30 days written notice of the change which will be sent to **your** email address provided by **you** at the time of purchase of the policy, or to **your** last known address where there is an unsuccessful email submission.

Should **you** be unhappy with any proposed change being made to **your** policy, **you** will have the right to cancel **your** cover in accordance with this policy wording.

Conditions and limitations

1. this cover provides unlimited replacements and repairs per **device** during each 12 month calendar period of **your** policy

2. details of any replacement of the **device** (IMEI/serial number) must be advised to **us** with proof of

purchase in writing or by e-mail to us (support@cusc.co.uk)

3. the **device age limit** must be less than thirty six months old at policy inception and supported with a valid proof of purchase from a UK VAT registered company

4. second hand or used devices cannot be covered under this policy, regardless of where they have been purchased

5. cover under this policy is subject to the payment of the premium by direct debit, credit card or PayPal and premiums being up to date other than during the cooling off period

6. **you** must be at least 18 years of age at the time of policy inception and a UK resident

7. this policy will be voidable in the event of fraud non-disclosure or alteration of risk.

8. any claim which would be covered under any other device insurance policy

9. if **we** replace **your device** 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

10. all other costs are specifically excluded 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 device** up to a maximum of £10,000

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

Cancellation of your policy

If **you** decide that for any reason, this Policy does not meet **your** insurance needs then please return it to **us** 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.

If **you** wish to cancel Your Policy after 14 days, **you** will be entitled to a pro- rata return of premium. OR Thereafter **you** may cancel the insurance cover at any time by informing **us** 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.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

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, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

Fraud policy

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; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

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.

We also reserve the right to provide **your** details to fraud prevention agencies as well as Law enforcement agencies as appropriate. In the interest of **our** customers **we** are a member of the Telecommunications UK Fraud Forum and validate all claims against Police, Mobile Operators and other UK monitoring systems through various claims validation platforms which are then further validated by recyclers operating under the Mobile Phone Recyclers Charter.

Replacement

This policy is not a replacement as new policy and refurbished items may be used. If **your device** cannot be replaced with an identical **device** of the same age and condition **we** will replace it with a comparable model or the equivalent value taking into account the age and condition of the original **device.** Please note that it may not always be possible to replace **your device** with the same colour although **we** will try wherever possible.

Consumer insurer act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

a) supply accurate and complete answers to all the questions we or the administrator 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 us of any changes to the answers you have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, 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.

Territorial limits of policy

Great Britain, Northern Ireland, Isle of Man, The Channel Islands or the Republic of Ireland and unlimited cover during any one calendar year elsewhere in the World.

Compensation scheme

Great Lakes Insurance SE, 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

Complaints procedure

It is **our** 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

CUSC Foneguard
Evolution House
New Garrison Road
Shoeburyness
Essex
SS3 9BF

01702 222880

support@cusc.co.uk

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

If **your** complaint cannot be resolved by the end of the next working day, the scheme administrator will pass it to:

The Customer Relations Manager

The Customer Relations Manager
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

0845 218 2685

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

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

0300 123 9 123

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 authority Trading Standards Service or Citizens Advice Bureau.

Law applicable to the contract

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.

Data protection

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

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

The contact details are

CUSC Foneguard
Evolution House
New Garrison Road
Shoeburyness
Essex
SS3 9BF

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 **device** against **accidental damage, mechanical breakdown, liquid damage, loss**, and **theft** including **airtime abuse. We** have not provided **you** with advice on this insurance cover.