

GADGET INSURANCE

This document contains the full terms and conditions of your insurance policy.

INTRODUCTION

This insurance is arranged by Brokersure Limited & 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.

Brokersure Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt 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.

TABLE OF BENEFITS

Level of Cover	Number of Gadgets Covered	Maximum Replacement/Repair Value	Excess
Bronze	3 gadgets**	£1,000	£25*
Silver	5 gadgets**	£2,000	£35*
Gold	7 gadgets**	£3,000	£45*

* excess for laptops including MacBooks, mobile phones, smart phones(including iphones) and tablets including I pads is £50

** maximum single item limit of £1,000 for all items other than laptops including MacBooks; £2,000 for laptops including MacBooks (£1,000 on bronze)

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DEFINITIONS

The following words shall have the meanings given below wherever they appear in bold:

Accessories

Chargers, carrying cases, headphones and hands-free mounting kits, USB cables but excluding SIM Cards.

Accidental Damage

The unintentional and unforeseen failure, breakage or destruction of **Your Electronic Equipment** which results in the **Electronic Equipment** being unusable.

Breakdown

The failure of any electrical or mechanical component in **Your Electronic Equipment** which causes it to stop working in the way the manufacturer intended and which requires repair or replacement before the **Electronic Equipment** can be used again.

Commencement Date

The date **Your** cover begins with **Us**, as detailed in **Your** policy certificate.

Cosmetic Damage

Any damage which is non-structural, including but not limited to scratches, dents and marks, which does not affect the usage of the **Electronic Equipment**.

Electronic Equipment

The item or items owned by **You** and purchased new and in full working order, from a VAT registered company and for which **You** hold **Proof of Purchase**, and that is insured by **Us** as detailed in **Your** validation certificate. For the purposes of this policy, **Your Electronic Equipment** can be any one of the following items: Mobile Phones, Smart Phones including iPhones, Laptops including MacBooks, Tablets including iPads, iPods, Digital Cameras, PC Monitors, MP3 Players, DVD Players, Games Consoles, Video Games, Camera Lenses, Bluetooth Headsets, Satellite Navigation Devices, PDAs, EReaders, In-Car Computers, Head/Ear Phones, Portable Speakers.

End date

The date that all cover under **Your** policy will cease, being the date on **Your** policy certificate or the date **You** return **Home**, whichever is the soonest.

Excess

The amount **You** will be required to pay towards each claim **You** make under this policy.

Holiday

A journey which commences when **You** leave **Your Home** for an overseas destination and ends when **You** return **Home**. This must not exceed the maximum duration for an individual trip as shown on **Your** validation certificate.

Home

Your main place of residence in the **UK** or Isle of Man.

Immediate Family

Your husband, wife, civil partner, partner, children or parents, who permanently live in **Your Home**.

Period of Insurance

The period of time between the **Commencement Date** and the End Date which is shown on **Your** policy certificate and that the policy will be in force for. Annual Multi Trip policies must involve an outward and return journey being completed during the maximum permitted trip duration as stated on **Your** policy certificate. If the intended trip exceeds the maximum permitted trip duration there will be no cover in whole or in part. Cover under this policy only applies when **You** are on **Your Holiday**.

Proof of Purchase

An original receipt and any other documentation required to prove **Your Electronic Equipment** 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 Electronic Equipment**, where applicable.

Replacement Item (s), Replacement (s)

An identical item of **Electronic Equipment** of the same age and condition, or if not available, one of comparable specification or the equivalent value taking into account the age and condition of the original item of **Electronic Equipment**. **Replacement Items** will only be delivered to a **UK** address of **Your** choice. **You** will need to arrange onward shipment to **Your** destination choice.

Theft

The unauthorised, dishonest appropriation or attempted appropriation of the **Electronic Equipment** specified on **Your** Insurance Schedule, by another person with the intention of permanently depriving **You** of it.

UK

England, Scotland, Wales and Northern Ireland.

Unattended

Not visible to **You** and not within **Your** arms' length reach, except when concealed in a locked compartment of a vehicle. **We** will not pay any claims for property left unattended in publicly accessible places. **You** must act as though **You** are not insured.

Unauthorised Calls, Texts or Data Use

Any calls, texts or data use made from **Your Electronic Equipment** after the time that it was stolen, to the time that it was blacklisted by **Your** airtime provider.

We, Us, Our, Insurer

UK General Insurance Limited on behalf of Great Lakes Insurance SE.

You, Your

The insured person, who owns the specified **Electronic Equipment** as stated on **Your** policy certificate.

WHAT IS COVERED

In return for **Your** premium payment **We** will insure **Your Electronic Equipment** for the **Period of Insurance** as stated on **Your** policy certificate, subject to the terms and conditions in this document and any variations and amendments which have been confirmed in writing by **Us**. Please read **Your** policy carefully to ensure **You** understand the cover **We** are providing **You** and that **You** comply with **Our** terms and conditions.

BASIS OF COVER

Section A) Accidental Damage

We will pay up to the amount shown in the Schedule of Benefits for the costs of repairing **Your Electronic Equipment** as a result of **Accidental Damage**. If **We** are unable to economically repair **Your Electronic Equipment** then, at **Our** discretion, a **Replacement Item** will be provided by **Us**.

In addition to claims excluded under the "What is Not Covered" section, **We** will not pay for **Accidental Damage** caused by:

1. deliberate damage or neglect of the **Electronic Equipment**;
2. failure on **Your** part to follow the manufacturer's instructions;
3. inspection, maintenance, routine servicing or cleaning.

Section B) Theft

We will pay up to the amount shown in the Schedule of Benefits to replace **Your Electronic Equipment** with a **Replacement Item** if it is stolen. Where only part or parts of **Your Electronic Equipment** have been stolen, **We** will only replace for that part or parts.

In addition to claims excluded under the "What is Not Covered" section, **We** will not pay for **Theft**:

1. where the **Theft** has occurred from any motor vehicle where **You** or someone acting on **Your** behalf is not in the vehicle, unless the **Electronic Equipment** has been concealed in a locked boot, locked glove compartment or other locked internal compartment and all the vehicle's windows and doors were closed and locked and all security systems had been activated;
2. from any premises, building, land or vehicle unless force, resulting in damage to the building, premises or vehicle was used to gain entry or exit;
3. where the **Electronic Equipment** has been left **Unattended** when it is away from **Your Home**;
4. If **You** do not report the **Theft** of **Your Electronic Equipment** to the Police within 48 hours of discovering it and do not obtain a written police report.

Section C) Breakdown

If a **Breakdown** of **Your Electronic Equipment** occurs outside of the manufacturer's guarantee or warranty period **We** will pay up to the amount shown in the Schedule of Benefits for the repair costs. If **We** are unable to economically repair **Your Electronic Equipment** then, at **Our** discretion, a **Replacement Item** will be provided by **Us**.

We will not pay for any **Breakdown** claims excluded under the "What is Not Covered" section.

Section D **Liquid Damage**

We will pay up to the amount shown in the Schedule of Benefits to repair or provide a **Replacement Item** for **Your Electronic Equipment** if it is damaged as a result of accidentally coming into contact with any liquid.

We will not pay for any liquid damage claims excluded under the “What is Not Covered” section.

Section E **Unauthorised Calls, Texts or Data Use**

Where **Your** item of **Electronic Equipment** is a device where **You** are charged for **Unauthorised Calls, Texts or Data Use** and it is lost or stolen, **We** will refund the cost of any calls, texts or data used after the time it was lost or stolen to the time it was blacklisted by **Your** airtime provider. This is subject to **You** providing an itemised bill. The maximum **We** will pay for any one occurrence is £100.

In addition to claims excluded under the “What is Not Covered” section, **We** will not pay for:

1. any **Unauthorised Calls, Texts or Data Use** where the **Theft** has not been reported to **Your** airtime provider within 12 hours of the **Theft** occurring.

REPLACEMENT CONDITION

Where **We** are able to provide a **Replacement**, this is not on a ‘new for old’ basis. Cover is limited to one replacement per **Period of Insurance** per item, up to the amount specified in **Your** policy certificate. If **Your Electronic Equipment** cannot be replaced with an identical item of **Electronic Equipment** of the same age and condition, **We** will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original item of **Electronic Equipment** subject to the following depreciation scale:

- 10% over two years old and less than three years old
- 20% over three years old and less than four years old
- 30% over four years old and less than five years old
- 40% over five years old and less than six years old

WHAT IS NOT COVERED

1. Repairs or any other costs for:
 - a. cleaning, inspection, routine servicing or maintenance;
 - b. Loss or damage arising from a manufacturer’s defect or recall of the **Electronic Equipment**;
 - c. replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
 - d. any repairs carried out without prior authorisation from **Us**;
 - e. wear and tear to the **Electronic Equipment** and/or gradual deterioration of performance;
 - f. **Cosmetic Damage**.
2. Any claim if the serial number, IMEI (international mobile equipment identity) or simgate has been tampered with in any way.
3. Any claim made, or any event causing the need for a claim to be made, which occurred prior to the **Commencement Date** of the **Period of Insurance**.
4. Any claim for a mobile phone or iPhone which has not been used for its core purpose since the inception of **Your** policy, or since it was added to **Your** policy, as verified by **Your** airtime provider.
5. Any claim arising whilst **You** are not on **Holiday**.
6. Any repair or replacement if a SIM card registered to **You** was not in the insured mobile phone or **Electronic Equipment** at the time of the **Accidental Damage, Theft, Breakdown**, or liquid damage.

7. Any expense incurred arising from not being able to use the **Electronic Equipment**, or any costs other than the repair or replacement costs of the **Electronic Equipment**.
8. **Accidental Damage, Theft, Breakdown** or liquid damage to **Accessories** of any kind.
9. Reconnection costs or subscription fees of any kind.
10. Costs arising from the **Replacement** of any personalised ring tones, graphics, downloaded material or software.
11. Items purchased from an on-line auction site.
12. Any costs for loss or damage to information or data or software contained in or stored on the **Electronic Equipment** whether arising as a result of a claim paid by this insurance or otherwise.
13. Any other costs that arise directly or indirectly from the event which led to **Your** claim unless specifically stated in this policy.
14. Liability of whatsoever nature arising from ownership or use of the **Electronic Equipment**, including any illness or injury resulting from it.
15. Value Added Tax (VAT) where **You** are registered with HM Revenue & Customs for VAT.
16. Notwithstanding any provision to the contrary within this policy or any endorsement thereto, it is understood and agreed as follows:

- a. This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic data means facts, concepts and information converted to a form usable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'trojan horses', 'worms' and 'time or logic bombs'.

- b. However, in the event that a fire or explosion results from any of the matters described in paragraph (a) above, this policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the policy period to property insured by this policy directly caused by either of these perils.
17. Notwithstanding anything to the contrary contained herein this policy does not cover Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
18. Notwithstanding any provision to the contrary within this policy or any endorsement thereto, it is agreed that this policy excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
 - a. involves violence against one or more persons; or
 - b. involves damage to property; or
 - c. endangers life other than that of the person committing the action; or
 - d. creates a risk to health or safety of the public or a section of the public; or
 - e. is designed to interfere with or to disrupt an electronic system.

This Policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

19. Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes any loss, liability, cost or expense, or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:
 - a. irradiation or contamination by nuclear material; or
 - b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - c. any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.
20. Claims arising from damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
21. Claims for any **Electronic Equipment** used in connection with **Your** profession or trade.
22. Any **Electronic Equipment** more specifically insured elsewhere.
23. Any claims if **You** are travelling to a country where the Foreign and Commonwealth Office (FCO) have advised against all but essential travel. **You** can check the FCO travel advice at www.fco.gov.uk.
24. Any claims if **You** have not registered the **Electronic Equipment** with Intermediated Services Limited prior to **Your** trip.

POLICY CONDITIONS AND LIMITATIONS

1. Cover is limited to one claim per insured peril (Sections A, B, C, D and E) during any single **Period of Insurance**. Cover is limited to one **Replacement** per **Period of Insurance** per item, up to the amount specified in **Your** validation certificate.
2. 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 **UK** in which **Your Home** is situated.
3. This insurance only covers **Electronic Equipment** purchased in the **UK** and the Isle of Man. Cover includes the use of the **Electronic Equipment** for the period and destination shown on **Your** validation certificate. Any repairs or **Replacements** must be carried out in the **UK** by repairers or retailers approved by **Us**.
4. The **Electronic Equipment** must be less than 6 years old (except for laptops which must be less than 15 months old) at the **Commencement Date** of the insurance, with valid **Proof of Purchase**. All items must have been purchased new from a VAT registered company and must be in full working order at the **Commencement Date** of this policy.
5. **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to: take care to supply accurate and complete answers to all the questions **We** or Brokersure Ltd may ask as part of **Your** application for cover under the policy; to make sure that all information supplied as part of **Your** application for cover is true and correct and; to 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, and make changes to **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.
6. **You** must provide **Us** with any receipts, **Proof of Purchase** or documents to support **Your** claim as requested. All **Proof of Purchase** must include the make and model of the **Electronic Equipment** and must be in **Your** name. If **We** do not receive the documents **We** have requested from **You** or if any documents submitted by **You** are not acceptable to **Us**, it may delay **Your** claim or **We** may decline to pay **Your** claim.
7. If **Electronic Equipment** is damaged whilst in the custody of a carrier (i.e. airline, railway, shipping company, bus company, etc), **You** must notify such carrier immediately and obtain their report.

8. **We** will process **Your** claim under the terms and conditions of this insurance based on the first reason notified to **Us** for the claim. Please note that it may be necessary for **Us** to contact **Your** Airtime Provider in order to validate **Your** claim.
9. Cover for **Your Electronic Equipment** applies to **You** as the person insured on the policy.
10. The benefits of this policy cannot be transferred to someone else or to any other **Electronic Equipment** without **Our** written permission.

HOW TO CLAIM

You must:

1. Notify Trent Services (Administration) Limited, Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD or contact them on 01285 626020, as soon as possible after any incident likely to result in a claim under this insurance;
2. Report the **Theft** of **Your** mobile phone within 12 hours of discovery of the occurrence of the **Theft**, to **Your** airtime provider and instruct them to blacklist **Your** handset;
3. Report the **Theft** of **Your Electronic Equipment** to the police within 48 hours of discovery and obtain a crime reference number in relation to the **Theft** of the item.
4. If **We** replace **Your Electronic Equipment** the ownership of the damaged or lost item is transferred to **Us** once **You** have received the **Replacement Item** **We** have supplied. If the **Electronic Equipment** **You** have claimed for is returned or found **You** must notify **Us** and send it to **Us** if **We** ask **You** to.

Before **Your** claim can be approved, **You** must pay the **Excess**. The **Excess** for all **Electronic Equipment** is detailed on the Table of Benefits on page 1 of this document.

UK General Insurance Ltd is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

CANCELLATION

This insurance is designed to cover most circumstances but **You** should be aware that not all eventualities are insured. Please read this document carefully. If **You** find the insurance does not meet **Your** requirements, please return this policy and proof of premium to the selling agent within 14 days of receipt but before the **Holiday** departure date. Provided no claim has been made, **Your** premium will be refunded in full.

Thereafter, **You** may cancel the insurance cover at any time by informing Intermediated Services Limited. However, no refund of premium will be payable.

We shall not be bound to accept continuation 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:

1. Where **We** reasonably suspect fraud
2. Non-payment of premium
3. Threatening and abusive behaviour
4. Non-compliance with policy terms and conditions
5. **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 Insurance (Disclosure and Representations) Act 2012.

MAKING YOURSELF HEARD

We realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens **We** want to hear about it so **We** can try to put things right. If **You** have cause for complaint it is important **You** know **We** are committed to providing **You** with an exceptional level of service and customer care.

Complaints regarding the sale of the policy:

Please contact **Your** agent who arranged the Insurance on **Your** behalf. If **Your** complaint about the sale of **Your** policy cannot be resolved by the end of the next working day, **Your** agent will pass it to: Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ
Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

Complaints regarding claims:

Please contact: Trent Services (Administration) Limited, Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD. Tel: 01285 626020

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference **06305B**. If **Your** complaint about **Your** claim cannot be resolved by the end of the next working day, Trent-Services (Administration) Limited will pass it to:

Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ
Tel: 0345 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:

The Financial Ombudsman Service,
Exchange Tower,
London, E14 9SR.
Tel: 0300 123 9123

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.

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.

IMPORTANT NOTICE TO CUSTOMERS

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 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
- makes a claim that is 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.

DATA PROTECTION 1998

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.