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Welcome



Important

WH/GSPW/032022

You must read this policy wording in conjunction with **your policy schedule**. The policy schedule confirms the electronic gadget(s) you have chosen to insure and includes the details you have provided to us, the premium you pay and your period of cover. Please check both documents carefully to make certain they give you the cover you need. If there are any discrepancies, please notify us immediately as failure to do so could invalidate **your** insurance policy with **us**.

In return for the payment of **your** premium **we** will provide the insurance cover detailed in this policy wording, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of cover**. This insurance policy only covers your electronic gadget(s) when in the care of you or a member of your immediate family.

For all **electronic gadget(s)**, **you** will need to provide confirmation of **your IMEI** number or **serial number** either at point of purchase or within 14 days through the Gadgetsure customer dashboard, failure to provide confirmation of **your IMEI** number or **serial number** within 14 days will result in automatic cancellation of **your** policy.

Monthly Rolling Policies: If you pay your insurance premium monthly, then your insurance policy is a monthly rolling policy and **your** insurance policy is only in force if the monthly premium continues to be paid. If we decide or need to change your insurance cover or the premium for your insurance cover, you will receive at least 30 days written notice of these changes.

Annual Policies: If you pay your insurance premium annually, then your insurance policy is an annual policy for which the full annual premium must be paid on the first purchase date of this insurance and again at each annual renewal date. Your insurance policy is only in force if the full annual premium continues to be paid at each renewal. If we decide or need to change your insurance cover or the premium for your insurance cover, it will only be done at **your** next annual renewal date.

The type of insurance policy **you** have chosen will be shown in **your policy schedule**.

Understanding this policy

We want to ensure you understand your gadget insurance policy. Legally we need to make **you** aware that the information **you** have provided to **us** forms the basis of **your** insurance contract with **us**. The cover is set out below, with the details of what is and is not covered, and there are also general conditions and limitations towards the end of this document that apply to the whole policy. If you fail to comply with these terms and conditions, we may refuse cover in the event of a claim.

About Gadgetsure

This insurance is arranged by Gadgetsure, which is a trading name of Insuremore Ltd who is registered in England No. 10525133 and whose registered Office is at 282 Leigh Road, Leigh on Sea, Essex SS9 1BW. Insuremore Ltd are authorised and regulated by the Financial Conduct Authority No. 824996. If **you** have any questions or queries about **your** policy, please contact Gadgetsure Customer Service:

Telephone:	0800 689 0093
Email:	customer@gadgetsure.co.uk
Website:	www.gadgetsure.co.uk

Gadgetsure Policy Wording



About the insurers

This Gadgetsure policy is underwritten by White Horse Insurance Ireland dac, who is registered in Ireland No 306045 and whose registered office is Rineanna House, Shannon Free Zone, Shannon, County Clare, Republic of Ireland. White Horse Insurance Ireland dac is authorised and regulated by the Central Bank of Ireland, deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those firms based in the **United Kingdom**. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the **United Kingdom** for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. White Horse Insurance Ireland dac's FRN is 203320.

Demands and needs

We have not provided **you** with a personal recommendation as to whether this insurance policy is suitable for **your** specific needs. This insurance policy meets the demands and needs of those who wish to insure specific risks relating to their **electronic gadget(s)** against **theft**, **accidental loss**, damage, or **breakdown**.

Automatic renewal of **your** policy

Monthly Rolling Policies: Unless you have informed us that you would like to cancel or you have opted out of automatically renewing your monthly rolling insurance policy, your insurance policy will automatically renew each month for a period of 30 days. Your monthly renewal premium will be taken by the same payment method used during your first purchase of this insurance policy or most recent payment to us. If we are unable to automatically process your monthly renewal, we will contact you and invite you to renew your insurance policy via an alternative channel. If we are unable to contact you to process your renewal and we do not receive your renewal premium, all cover under your insurance policy will cease on the date of expiry as shown on your policy schedule. If you do nothing, this insurance policy will automatically renew for a further period of 30 days when we receive your renewal premium.

Annual Policies: Unless you have informed us that you would like to cancel or you have opted out of automatically renewing your annual insurance policy, your insurance policy will automatically renew annually for a period of 12 months. We will contact you up to 30 days before the annual renewal date of your insurance policy and we will tell you then if there are any changes to your premium and/or your insurance policy. To ensure continuation of cover, we will attempt to renew your insurance policy on the renewal date unless you advise us otherwise. Your renewal premium will be taken by the same payment method used during your first purchase of this insurance policy or most recent payment to us. If we are unable to automatically process your renewal, we will contact you before your renewal date and invite you to renew your insurance policy via an alternative channel. If we are unable to contact you to process your renewal and we do not receive your renewal premium, all cover under your insurance policy will cease on the date of expiry as shown on your policy schedule. If you do nothing, then this insurance policy will automatically renew for a further period of 12 months when we receive your renewal premium.

If **you** do not want to auto renew **your** insurance policy, **you** can opt-out at any time. Simply log into the Gadgetsure customer dashboard and update **your** auto renewal preferences, alternatively contact Gadgetsure Customer Services by email at customer@gadgetsure.co.uk.



Cancelling your policy

Cancellation within 14 days: If **you** decide that for any reason, this insurance policy does not meet **your** insurance needs then please contact customer@gadgetsure.co.uk within 14 days from the day of purchase. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

Cancellation after 14 days: If you wish to cancel your insurance policy after 14 days, you can do so, please contact customer@gadgetsure.co.uk providing 14 days notice of cancellation. Your insurance cover will cease from the date you instruct us to cancel your policy. It is not possible to backdate policy cancellation.

If **you** pay **your** insurance premium on a monthly basis **your** insurance policy will be cancelled, there will be no refund of premium due as the insurance premium paid will have only been in respect of the cover already received.

If **you** pay **your** insurance premium annually and provided no claim has been made under the insurance policy, **you** will be entitled to a pro-rata refund of premium. If a claim has been made, **we** will cancel **your** cover but **we** will not refund any premium.

Renewing your policy

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. An email confirming this cancellation will be sent to the email address **you** provided, and a letter will also be sent to the postal address **you** provided. Valid reasons may include but are not limited to:

- Where **we** reasonably suspect fraud; or
- Non-payment of premium; or
- Threatening and abusive behaviour; or

- Non-compliance with insurance policy terms and conditions; or
- **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 **your** insurance 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** insurance policy being cancelled from the date **you** originally purchased this insurance policy. If **we** cancel **your** insurance policy **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. If **your** insurance 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.

Changing your electronic gadget(s)

If you change your electronic gadget(s) and you want this insurance cover to be transferred to your new electronic gadget(s) you can do this by logging into your Gadgetsure customer dashboard through the website or by contacting Gadgetsure Customer Services. The policy premium may increase or decrease according to the value of your new electronic gadget(s). If you have claimed during the period of cover and received a replacement electronic gadget(s), the policy premium may remain the same or increase according to the value of your replacement electronic gadget(s).

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Excess

The standard **excess** is £75 and is payable per successful claim.

Important Information About Your Excess

If **you** claim within 14 days of first purchasing this insurance policy, an increased **excess** of £150 will be applied unless **you** have provided **us** with the following **electronic gadget(s)** evidence in advance of any claim being made:

- a. Photographic evidence that **your electronic gadget(s)** were in good condition (not already damaged) at the time of purchasing this policy uploaded through the Gadgetsure customer dashboard; and
- b. You will need to provide confirmation of your IMEI number or serial number either at point of purchase or within 14 days through the Gadgetsure customer dashboard, failure to provide confirmation of your IMEI number or serial number within 14 days will result in automatic cancellation of your policy; and
- c. Proof of purchase and /or evidence of ownership.

If **you** fail to provide the above evidence, **your** claim may not be successful.

Eligibility criteria

Your electronic gadget(s) must be in good condition and full working order at the time of purchasing this insurance policy or at the time of adding or changing any electronic gadgets(s) on **your** insurance policy. In the event of a claim, if there is evidence that the damage, **theft**, or loss occurred prior to the purchase date of this insurance policy, **your** claim will be declined, and no premium refund will be due.

You are eligible for cover if at the time of first purchasing this insurance, or renewing **your** insurance policy:

- 1. **You** are a permanent resident of the **United Kingdom**;
- 2. **You** are 18 years of age or older;
- 3. The **electronic gadget(s)** must have been:
 - a. purchased as new from a manufacturer, network provider or retail store (high street or online); or
 - b. purchased as refurbished direct from the manufacturer, retail store (high street or online) or network provider with a minimum 12 month warranty; or
 - c. gifted to **you** as long as the **electronic gadget(s)** are purchased as new from a manufacturer, network provider or retail store (high street or online) or purchased as refurbished direct from the manufacturer, network provider or retail store (high street or online) with a minimum 12 month warranty and **you** can provide a gift receipt; and
- 4. You have purchased the **electronic gadget(s)** within 12 months of first purchasing this insurance policy and you can provide **proof of purchase** and / or **evidence of ownership**;
- 5. The **electronic gadget(s)** must be in **your** possession, in good condition and full working order (not already damaged), and;
- 6. The **electronic gadget(s)** has not previously been repaired using non-manufacturer part(s).



Definitions

The words and phrases defined below have the same meaning wherever they appear in **bold** in this policy wording.

Accessories - means an item(s) which connect to your electronic gadget(s). For the purposes of this insurance policy this means, chargers, protective/carrying cases, ear/headphones (included as standard with the purchase of your original electronic gadget(s), and hands-free devices but excludes SIM/memory cards, storage devices, ear/headphones/wireless in-ear pods/buds (other than those included as standard with the purchase of your original electronic gadget(s), smart watches, smart glasses, fitness trackers, GPS devices and other wearable technology devices. Evidence of ownership for accessories will need to be provided when you are making a claim.

Accidental damage - means an unforeseen event that has caused physical damage to **your electronic gadget(s)** that is unfortunate, sudden and involves an external force including damage caused by fire and/or **liquid damage** which was not deliberately caused by **you** which prevents **your electronic gadget(s)** from working correctly.

Accidental loss - means the unforeseen loss of your electronic gadget(s), where you are permanently deprived of its use. It does not cover loss of your electronic gadget(s) where it has been left unattended or it has not been appropriately concealed on or about your person.

Breakdown – means **your electronic gadget(s)** are unable to function correctly 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. If the failure of **your electronic gadget(s)** is as a result of a fault (whether covered by the manufacturer's warranty or not) which has developed over time, this is not covered.

Electronic gadget(s) - means portable electronic devices (excluding **accessories**) listed on **your policy schedule** that meet the 'Eligibility Criteria'. For monthly and annually renewing polices where there is no lapse in cover, **we** will cover **electronic gadget(s)** that are less than 5 years old on the renewal date of **your** most recent policy.

Note: There is no cover for **electronic gadget(s)** that do not satisfy the 'Eligibility Criteria'.

Evidence of ownership – means a document to evidence that the **electronic gadget(s) you** are claiming for belongs to **you**. This can be a copy of the sales invoice, delivery note and receipt / gift receipt that details the **electronic gadget(s)**.

Excess – means the first amount **you** must pay towards each and every claim per electronic gadget and must be paid by **you** before **we** repair or replace **your** electronic gadget.

Home – means **your** permanent residence in the **United Kingdom** as shown on **your policy schedule**.

IMEI, Serial Number – means the international mobile equipment identity (IMEI) or serial number which is the unique identification number that is used to identify your electronic gadget(s). You may find the IMEI or serial number on the box of your electronic gadget(s), your sales invoice or gift receipt, or by contacting your network provider. You may also find your IMEI by dialling *#06# on your mobile phone keypad.

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

Limit of liability – means **our** liability, in respect of any one claim will be limited to the replacement cost as confirmed by **us** of each **electronic gadget(s)** being claimed for as specified in **your policy schedule**.



Liquid damage - means unintentional damage caused to **your electronic gadget(s)** as a result of coming into contact with liquid.

Malicious damage – means any damage caused to **your electronic gadget(s)** which was deliberately caused by anyone other than **you**.

Period of cover - means the **period of cover** as shown on **your policy schedule**. **Your policy schedule** will confirm if **your** insurance policy is on a monthly rolling basis or an annual basis.

- For monthly policies, your insurance starts on the date of purchase for a period
 of one month and will continue by periods of one month at a time upon receipt of
 each monthly premium from you.
- For annual policies, your insurance starts on the date of purchase for a period of 1 (one) year and will continue by periods of one year at a time upon receipt of each annual renewal premium from you.

Note: Your insurance policy will be terminated immediately if **we** do not receive **your** monthly or annual premium.

Policy schedule - means the document issued to **you** by **us** that confirms the **electronic gadget(s) you** have chosen to insure, the details **you** have provided to **us**, and includes the premium **you** pay and **your period of cover**.

Precautions – means all measures that would be deemed appropriate to expect a person to take in circumstances to prevent **accidental loss**, damage or **theft** of **your electronic gadget(s)**. Such as keeping **your electronic gadget(s)** concealed when not in use when **you** are in a public place.

Proof of purchase - means an original receipt and any other documentation required to prove **your electronic gadget(s)** were purchased as new or refurbished and satisfy point 3 of the 'Eligibility Criteria'. This must show the date of purchase, make, model, and **IMEI/serial number** of **your electronic gadget(s)**. **You** must have purchased the **electronic gadget(s)** within 12 months of first buying this insurance policy.

Proof of usage - means evidence that the **electronic gadget(s)** has been in **your** use since **you** purchased this insurance policy up to the date that the loss, **theft** or damage occurred. Where the **electronic gadget(s)** is a mobile phone, this information can be obtained from **your** network provider. For other **electronic gadget(s)**, in the event of an **accidental damage** claim this can be verified when the **electronic gadget(s)** is sent to **our** repairers for inspection.

Territorial limits - means **your** use of **your electronic gadget(s)** outside the **United Kingdom** up to a maximum duration of 180 days in total in any single 12-month **period of cover**, and in the event of damage to **your electronic gadget(s)**, any repairs must be carried out in the **United Kingdom** by repairers approved by **us**.

Note: for monthly rolling policies this means **your** monthly renewal of cover for a period of 180 days, where no lapse in cover has occurred.

Theft, **stolen** - means the taking of **your electronic gadget(s)** by a third party with the intention of permanently depriving **you** of it, using force, threat of violence or by pickpocket. **Theft** claims must also be accompanied by a valid police crime reference report.

Unattended – means the **electronic gadget(s)** is either not visible to **you** or **your** proximity to the **electronic gadget(s)** is such that **you** cannot intervene should an incident occur that results in loss, **theft** or damage to the **electronic gadget(s)**.

United Kingdom, **UK** – means England, Scotland, Wales and Northern Ireland.

We, us, our – means White Horse Insurance Ireland dac, or **our** agents or sub-agents.

You, yourself, your - means the person (aged 18 years or over) as stated on the **policy schedule** as the 'Policy Holder' and any member of **your immediate family** who own the **electronic gadget(s)** covered by this insurance policy.

What we will cover



Important

Where **your electronic gadget(s)** is a mobile phone, in the event of a claim **you** will be required to provide **proof of usage** which confirms **your** mobile phone has been in use between **you** buying this insurance policy and **your** claim incident date. In respect of the cover sections listed below (A – H), **we** will only pay costs up to the **limit of liability**.

A. Accidental damage

We will repair your electronic gadget(s) if they are damaged as the result of an accident. Where only part(s) of your electronic gadget(s) suffer accidental damage, we will only repair and / or replace that part(s). If your electronic gadget(s) cannot be economically repaired, we will replace them.

B. Theft

If your electronic gadget(s) are stolen, we will replace them. Where only part(s) of your electronic gadget(s) have been stolen, we will only replace that part(s).

C. Accidental Loss

If **you** accidentally lose **your electronic gadget(s)**, **we** will replace them. Where only part(s) of **your electronic gadget(s)** have been accidentally lost, **we** will only replace that part(s).

D. Malicious damage

If your electronic gadget(s) suffers malicious damage, we will repair or replace them. Where only part or parts of your electronic gadget(s) have been damaged, we will only repair and / or replace that part or parts. If your electronic gadget(s) cannot be economically repaired, we will replace them.

F Breakdown

If your electronic gadget(s) breakdown outside of the manufacturer's warranty period, we will repair them. Where only part or parts of your electronic gadget(s) breakdown, we will only repair and / or replace that part(s). If your electronic gadget(s) cannot be economically repaired, we will replace them.

F. Fraudulent Use

If **your** mobile phone is lost or **stolen** and used fraudulently, and **your** claim is approved, on receipt of **your** itemised bill from **your** network provider **we** will reimburse **you** for the fraudulent use of **your** mobile phone up to the value of £10,000. This includes calls, messages, downloads and data made/used from the time it was lost or **stolen** up to a maximum of 24 hours from discovery of the incident.

G. Liquid damage

We will pay for the repair costs of **your electronic gadget(s)** due to **liquid damage**. Where only part(s) of **your electronic gadget(s)** have been damaged, **we** will only repair and / or replace that part(s). If **your electronic gadget(s)** cannot be economically repaired, **we** will replace them.

H. Accessories

If your claim for your electronic gadget(s) is approved, we will replace any accessories that were accidentally lost, stolen or damaged at the same time as your electronic gadget(s) up to a maximum of £150 for all accessories. If we replace your electronic gadget(s) 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 value of £150 for all accessories. Proof of purchase of accessories will be required. The maximum payable under this section (H. Accessories) is £150 per claim.

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What we will not cover



Your electronic gadget(s) are <u>not</u> covered for:

1. Theft:

- a) Any claim arising directly or indirectly from loss or damage by theft or attempted theft where your electronic gadget(s) were left in any unattended motor vehicle, unless the motor vehicle is locked, all security precautions are in operation (including those to prevent unauthorised keyless entry to the vehicle), and your electronic gadget(s) are left locked in the boot or glove compartment, concealed from view, and there is evidence of forced and violent entry. Evidence of the damage to the motor vehicle must be provided with your claim;
- b) Any claim arising directly or indirectly from loss or damage by **theft** or attempted **theft** of **your electronic gadget(s)** from any building or premises (including **your home** or workplace) unless the **theft** involves force resulting in damage in gaining entry to or exit from the building or premises. A copy of the repairer's report for such damage, or other evidence of damage must be supplied with **your** claim;
- c) When away from **your home** unless **your electronic gadget(s)** is concealed on or about **your** person when not in use, or it is stored in a locked room or securely stored (such as in a locked safe, locked locker or closed desk drawer);
- d) Where **your electronic gadget(s)** was in the possession of a third party (other than a member of **your immediate family**) at the time of the **theft**;
- e) Where **your electronic gadget(s)** has been left **unattended** when it is away from **your home**;
- f) Any claim where all reasonable **precautions** have not been taken.
- 2. Loss or damage caused by:
 - a) You deliberately damaging or neglecting your electronic gadget(s);
 - b) **You** not following the manufacturer's instructions;

- c) Routine servicing, inspection, maintenance or cleaning;
- d) The use of non-manufacturer approved **accessories**.
- 3. Repair or other costs for:
 - a) Routine servicing, inspection, maintenance or cleaning;
 - b) Loss caused by a manufacturer's defect or recall of the **electronic gadget(s)**;
 - c) Wear and tear including but not limited to depreciation, gradual deterioration of performance or damage caused by atmospheric or climatic conditions, replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials.
 - d) Repairs carried out that have not been pre-approved by us;
 - e) **Electronic gadget(s)** which have previously had repairs carried out by nonmanufacturer approved repairers;
 - f) Any damage if the **IMEI** or **Serial Number** has been deliberately tampered with in any way.
- 4. Any kind of damage whatsoever unless the damaged **electronic gadget(s)** are provided to **us** for repair.
- 5. Any costs for a lost, **stolen** or damaged SIM (subscriber identity module) card.
- 6. Any expense incurred as a result of not being able to use your electronic gadget(s), or any loss other than the repair or replacement costs of your electronic gadget(s) unless relating to the fraudulent use of your mobile phone up to the maximum value of £10,000.
- 7. The policy **excess**.

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What we will not cover



- 8. Loss of or damage to **accessories** that were not attached to **your electronic gadget(s)** at the time of the incident.
- 9. **Accidental Loss** in **your home** or where the circumstances of the loss cannot be identified.
- 10. Any claim for an **electronic gadget(s)** where the **electronic gadget(s)** is a mobile phone and **proof of usage** cannot be provided or evidenced.
- 11. Reconnection costs or subscription fees of any kind.
- 12. Any indirect loss or damage resulting from the event which caused the claim under this insurance policy.
- 13. Any direct or indirect liability arising from ownership or use of **your electronic gadget(s)**, including any illness or injury resulting from it.
- 14. **Electronic gadget(s)** purchased under a private sale.
- 15. The cost of postage and / or courier fees for **your electronic gadget(s)** to be repaired or replaced.
- 16. **Electronic gadget(s)** lost or damaged whilst in the possession of the postal service, courier or delivery service.
- 17. Electronic gadget(s) not owned by you.
- 18. Electrical or mechanical **breakdown** during the warranty or guarantee period or due to a manufacturer recall.
- 19. Any claim where **you** do not provide the **IMEI** or **serial number** or the **IMEI** or **serial number you** provide has previously been recorded as lost or **stolen**.
- 20. Cosmetic damage of any kind, including scratches, dents and other visible defects that do not affect safety or performance of **your electronic gadget(s)**.

- 21. Cosmetic enhancements **you** have made to **your electronic gadget(s)**, for example plating or embellishment with precious metals, stones or crystals.
- 22. Any claim for an electronic or portable device(s) that is not an **electronic gadget(s)**.
- 23. The costs of any fraudulent use incurred after 24 hours of **you** discovering **your electronic gadget(s)** are lost or **stolen**.
- 24. The costs of any fraudulent use if not as a result of **accidental loss** or **theft**.
- 25. The costs of any fraudulent use where the **accidental loss** or **theft** of **your electronic gadget(s)** has not been reported to **your** network provider within 24 hours of discovery of the incident or the cost of fraudulent calls where **your** network provider fails to properly block **your** service.
- 26. Any claim where **you** have failed or refused to provide documents or other information necessary to support and/or verify **your** claim.
- 27. Any **electronic gadget(s)** for which **you** cannot provide **proof of purchase** to evidence that **your electronic gadget(s)** were purchased as new or refurbished from a manufacturer, network provider or retail store (high street or online).
- 28. Any claim for SIM/memory cards, storage devices, ear/headphones/wireless in-ear pods/buds (other than those included as standard with the purchase of **your** original **electronic gadget(s)**), smart watches, smart glasses, fitness trackers, GPS devices and other wearable technology devices.
- 29. Any claim for loss, **theft** or damage to **your electronic gadget(s)** left **unattended** (including whilst checked in with a public transport carrier(s)).
- 30. War Any claim resulting from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.

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What we will not cover



- 31. Terrorism Any claim resulting from any act, including but not limited to the use of force or violence of the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes, including the intention to influence any government to put the public or any section of the public in fear.
- 32. Radiation Any claim resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- 33. Sonic Boom Any claim resulting from damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
- 34. Electronic Data Any claim resulting from the loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any computer virus, malware or similar malicious code or mechanism introduced through a network or downloaded software or as a result of any failure of the internet, 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.





Conditions and limitations

- 1. This insurance policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of the country within the **United Kingdom** where **you** live.
- 2. Your electronic gadget(s) cover is confined to your use within territorial limits.
- 3. **You** must have purchased **your electronic gadget(s)** within 12 months of first buying this insurance policy and in the event of a claim provide **proof of purchase** and / or **evidence of ownership**.
- 4. You must provide us with any receipts, documents, proof of purchase and / or evidence of ownership, that it is reasonable for us to request.
- 5. If there is evidence that the damage, **theft** or loss occurred prior to **your** insurance policy start date **your** claim will be refused and no premium refund will be due.
- 6. You cannot transfer this insurance policy to someone else.
- 7. You must take all reasonable precautions to prevent any loss, theft or damage to your electronic gadget(s).
- 8. Cover excludes costs or payments recoverable from any party, under the terms of any other insurance, contract, guarantee or warranty.
- 9. This insurance policy may only be amended (including premium change), cancelled, or its conditions otherwise altered by **us**, by giving **you** 30 days notice in writing.
- 10. **You** must notify the claims team as soon as possible but in any event within 48 hours of any incident likely to give rise to a claim under this insurance policy.

Basis of claim settlement

- 1. The intention of this insurance policy is to put you back in the same position as immediately prior to the loss, theft or damage. It is not a replacement as new insurance policy and replacement electronic gadget(s) may be refurbished. If your electronic gadget(s) cannot be replaced with an identical electronic gadget(s) 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 your original electronic gadget(s). We cannot guarantee that the replacement electronic gadget(s) will be the same colour as the original item, but we will try wherever possible.
- 2. Repairs will be carried out using readily available parts. Where possible we will use original parts but, in some cases, unbranded parts may be used. In the event that any repairs authorised by us under this insurance policy invalidate your manufacturer's warranty, we will repair or replace your electronic gadget(s) for the remaining period of your manufacturer's warranty in line with your manufacturer's warranty terms and conditions.
- 3. All blocks must be removed from your electronic gadget(s) before being sent for repair. This includes any personal pin locks or operator specific security blocks, including Find My iPhone. Failure to do so will result in your claim being delayed, and/or, your electronic gadget(s) being returned to you. Where possible, you should back up and remove your data from your electronic gadget(s) prior to sending them to us for repair, as we cannot guarantee that data will be saved if your electronic gadget(s) is repaired or replaced.
- 4. In the event of a valid claim resulting in the replacement of the **electronic gadget(s)**, this insurance policy will automatically cover the replacement **electronic gadget(s)**. The policy premium may remain the same or increase according to the value of **your** replacement **electronic gadget(s)**.
- 5. If your claim for the replacement or repair of your electronic gadget(s) is approved, we will only send your replacement or repaired electronic gadget(s) to your United Kingdom address.

How to claim



The actions **you** will need to take will depend on the nature of the claim as stated below.

Theft or Accidental Loss

- Report the **theft** or **accidental loss** of any mobile phone to **your** network provider within 48 hours of discovery of the incident so they can blacklist **your** mobile phone (where this is applicable). **We** will need verification from the network provider that **your** mobile phone is blacklisted. If **you** wish to claim for fraudulent use of **your** mobile phone **you** will need to report the **theft** or **accidental loss** to **your** network provider within 24 hours of discovery of the incident.
- Report the theft or accidental loss of any electronic gadget(s) to the police within 48 hours of discovery and obtain a crime reference number in support of a theft claim or a lost property number in support of an accidental loss claim.
- Report your claim to us as soon as possible but in any event within 48 hours of any incident likely to give rise to a claim under this insurance.
- If you are claiming for fraudulent call use, then you must provide us with an itemised bill from your network provider to support your claim.

Accidental Damage & Breakdown

When your claim is for accidental damage or breakdown and you want to claim on your insurance, you need to report your claim to us as soon as possible but in any event within 48 hours of any incident likely to give rise to a claim under this insurance.

Accidental Damage & Breakdown continued...

- After any accidental damage or breakdown occurs, you
 must take reasonable care of your electronic gadget(s)
 to prevent further damage occurring.
- Do not attempt to repair your electronic gadgets(s)
 yourself or use an unauthorised repairer or this will
 invalidate your insurance policy, and your claim will not
 be covered.
- For accidental damage or breakdown claims, to make sure your electronic gadget(s) are repaired or replaced as quickly as possible and to keep your data safe, where possible please complete the following checklist before sending your electronic gadget(s) to us:
- Back up your electronic gadget(s);
- Remove any screen locks and/or passcodes;
- If **your electronic gadget(s)** has a security feature, for example 'Find My iPhone' this needs to be disabled;
- Remove and keep any accessories;
- To ensure your data is fully protected, perform a factory reset on your electronic gadget(s) before sending it to us.

We will explain this process during **your** claim and **we** will check that all security features have been disconnected before arranging **your** repair or replacement. **We** will not be able to complete a repair or send **you** a replacement until **we** can confirm the security features have been removed.

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For all claims

- In the event of a claim you must be able to provide proof
 of usage from your network provider that confirms
 your electronic gadget(s) has been in use since your
 insurance policy inception and up to the event giving rise
 to your claim.
- Provide evidence of ownership for the electronic gadget(s) for which you are claiming. Such proof must evidence that you own that particular electronic gadget(s), which may include the IMEI or serial number and other identifying details where appropriate.
- You must tell us when you make a claim whether you
 have other insurance cover in place, and provide details of
 any other contract, guarantee or warranty that may apply
 to your electronic gadget(s) including, but not limited
 to, household insurance (where appropriate a rateable
 proportion of the claim may be recovered direct from
 these insurers).
- There is a policy **excess** for all claims which must be paid before **your** claim can be settled.
- If we replace your electronic gadget(s), the damaged or lost items become ours. If it is returned or found, you must notify us and send it to us if we ask you to.

Notify the Claims Team:

You must notify the claims team as soon as possible but in any event within 48 hours of any incident likely to give rise to a claim under this insurance as follows:

Telephone:	0344 856 3812
Email:	claims@gadgetsure.co.uk
Website:	www.gadgetsure.co.uk
Address:	Gadgetsure Claims Department Davies Group Unit 8, Caxton Road Fulwood Preston PR2 9NZ

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Fraudulent claims

We and/or the claims administrator employ a dedicated team of fraud specialists. If any fraudulent or misleading claim is made or if any fraudulent or misleading means are used under this insurance, **you** will not be allowed to continue with **your** claim and **your** insurance policy will be cancelled with immediate effect and no refund will be returned. A fraudulent or misleading act can be, but not limited to, one of the following if **you** or anyone acting for **you**:

- Makes a claim knowing the claim to be false or fraudulently exaggerated
- Makes a statement in support of a claim knowing that statement to be false in anyway
- Submits a document that has been forged or amended in anyway

We and/or the claims administrator will be entitled to instruct an investigation into **your** claim and recover any benefit paid and costs incurred because of any such fraudulent or misleading claim. **We** and/or the claims administrator:

- Will not pay the claim
- Will not pay any other claim that has been or will be made under the insurance policy
- Will declare the policy void (not valid from inception)
- Will be entitled to recover from **you** the amount of any claim already paid under the insurance policy
- Will not return any premiums
- May refer the matter to the police and/or any law enforcement agency

We may also bring a civil case against **you** to recover any costs incurred in the event of a fraudulent or misleading claim.

Warning

We will process **your** claim under the terms and conditions of this insurance based on the first reason notified to **us** for the claim. If **your** claim is not covered and **you** then submit a claim having changed the reason, **we** consider this as fraud. Details of all such cases will be passed to appropriate agencies for action.

Your responsibility

You must take reasonable care to:

- supply accurate and complete answers to all the questions **your** claims advisor may ask
- U to make sure that all information supplied is true and correct
- tell **your** claims advisor of any changes to the answers **you** may have given as soon as possible.

If any information **you** provide is not accurate or incomplete, this may mean **your** insurance 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** claims advisor is inaccurate or has changed, **you** must inform them as soon as possible.



Complaints

We intend to give **you** the best possible service but if **you** have any questions or concerns about this insurance or how **your** claim has been handled, please follow the complaints procedure below:

If **you** have a complaint regarding the sale of this insurance, please contact Gadgetsure as follows:

Address:	Customer Complaints 282 Leigh Road Leigh on Sea SS9 1BW
Email:	complaints@gadgetsure.co.uk

If **you** have a complaint regarding a claim **you** have made, please contact White Horse Insurance Ireland dac as follows:

Address:	The Customer Experience Manager White Horse Insurance Ireland dac Rineanna House Shannon Free Zone Shannon County Clare V14 CA36 Republic of Ireland
Email:	complaints@white-horse.ie

We will endeavour to deal with any complaint as quickly as possible and **we** will confirm receipt of any complaint within 3 working days. For informal complaints **we** aim to provide a final response within 3 days. For formal complaints **we** will endeavour to provide a final response within 4 weeks with a maximum of 8 weeks depending on the nature of the complaint.

If **we** cannot settle **your** complaint, **you** may be eligible to refer **your** complaint to the Financial Ombudsman Service.

By writing to:	The Financial Ombudsman Exchange Tower, Harbour Exchange Square, London E14 9SR
Website:	www.financial-ombudsman.org.uk
Telephone:	0800 023 4567 / 0300 123 9123

The above complaints procedure is in addition to **your** statutory rights.

Policy Wording 17



Data Protection

White Horse Insurance Ireland dac holds **your** personal information in accordance with all applicable data protection laws.

To administer **your** policy White Horse Insurance Ireland dac will collect and use information about **you** provided by **you** to Gadgetsure. This notice applies to anyone who is insured under this insurance policy and whose personal information may be processed for the provision of insurance and related services.

Personal information may be used by **us** for the purposes of administering **your** policy; including decision making on provision of insurance cover, underwriting, processing and claims handling.

We may also use **your** personal information for other related matters such as customer service, analysis, complaints handling and the detection and prevention of crime. The information **you** have supplied may be passed to other insurers and reinsurers for underwriting and claims purposes or to other third-party service providers used by **us** in fulfilling **your** insurance contract.

We may send **your** personal information in confidence to other companies who provide services to **us** for processing and storage. This may mean sending information to countries outside of the **United Kingdom**, European Union or European Economic Area that may not have the same levels of privacy legislation as in the **United Kingdom**, European Union, or European Economic Area. When **we** do this, **we** will ensure that **we** transfer the data securely and accordingly to regulatory requirement. By buying this insurance policy, **you** agree to **us** using **your** personal information in this way.

You have various rights in relation to personal information that is held by **us**, including the right to request access to **your** personal information, the right to correct inaccurate personal information, or the right to request the deletion or suppression of personal information where this is not restricted by any conflicting legitimate interest.

This notice explains certain aspects of how **we** use **your** information and what rights **you** have in relation to **your** personal information; however, **you** can obtain more information about how **we** use **your** data by reviewing **our** full Privacy Policy.

Our privacy policy is available to read on **our** website www.whitehorseinsurance.eu.

Your data will be treated in accordance with **our** Privacy Policy.





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