



## TERMS AND CONDITIONS

This insurance is supplied by Daisy Communications Limited and is arranged by Supercover Insurance Ltd with UK General Insurance Limited on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA. Supercover Insurance Ltd, UK General Insurance Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

### INTRODUCTION

In return for the payment of **your** premium **we** will provide insurance for **your electronic equipment** during the **period of cover** as stated in the application form overleaf, subject to the terms, conditions, and limitations shown below or as amended in writing by us.

For monthly insurance policies this is a monthly contract and is only in force if the monthly premium has been paid.

For policies of a longer duration premium must be paid at inception and the policy will remain in force for the period shown on your Letter of Introduction and will remain in force until the period expires or is cancelled in accordance with Conditions and Limitations 5, 6 or the section headed Cancellation.

### DEFINITIONS

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

**Accidental loss** means that the **electronic equipment** has been accidentally left by you in a location and you are permanently deprived of its use.

**Commercial vehicle** - any vehicle used wholly or partly for commercial or business purposes or any other vehicle that is being used for commercial or business purposes at the time of any loss or damage to the electronic item.

**Electronic equipment** - the single item insured by this certificate, purchased by **you** and provided by a supplier approved by **us**.

**Immediate family** - your mother, father, son, daughter, spouse, domestic partner.

**Period of cover** - for monthly policies 1 (one) calendar month from the inception date, renewing monthly on the same day each month (the last day of the month will apply appropriately to each month) provided the monthly premium is paid. For policies of longer duration the period is specified in your Letter of Introduction.

**Reasonable precautions** - all measures that it would be reasonable to expect a person to take in the circumstances to prevent accidental loss, damage or theft of **your electronic equipment**.

**Terrorism** means any act of any person or organization involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

**Unattended** - not within **your** sight at all times and out of **your** arms-length reach.

**We, us, our** - UK General Insurance Ltd, on behalf of Ageas Insurance Limited

**You, your** - the person, who owns the **electronic equipment** as stated on the application form overleaf.

### WHAT WE WILL COVER

#### A. Accidental Damage

**We** will pay repair costs if **your electronic equipment** is damaged as the result of an accident.

#### B. Theft

If **your electronic equipment** is stolen **we** will replace it. Where only part or parts of **your electronic equipment** have been stolen, **we** will only replace that part or parts.

#### C. Accidental Loss

If **you** lose **your mobile phone** or **PDA** **we** will replace it. No other **electronic equipment** is insured for loss.

**D. Breakdown** which occurs outside of the manufacturers guarantee period. This cover is not available on computers.

### WHAT WE WILL NOT COVER

**Your electronic equipment is not covered for:**

#### 1. Theft:

- from any **commercial vehicle**, convertible or soft top vehicle;
- 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 closed and locked and all security systems have been activated;
- if left on any motor vehicle roof, bonnet or boot;
- from any type of transport except as permitted above;
- from any building, land or premises unless force, resulting in damage to the building or premises, was used to gain entry or exit;
- from **your** control or the control of any member of **your immediate family**, except where it has been concealed either on or about the person and not left **unattended**, or the use of physical force or violence against the person has been used or threatened;
- where the **electronic equipment** has been left **unattended** when it is away from your home;
- where **reasonable precautions** have not been taken;
- if the serial number has been tampered with in any way.

#### 2. Loss or damage caused by:

- **you** deliberately damaging or neglecting the **electronic equipment**;
- **you** not following the manufacturer's instructions;
- routine servicing, inspection, maintenance or cleaning;
- the use of accessories.

#### 3. Repair or other costs for:

- routine servicing, inspection, maintenance or cleaning;
- loss caused by a manufacturer's defect or recall of the **electronic equipment**;
- replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
- repairs carried out by persons not authorised by **us**;
- wear and tear or gradual deterioration of performance.

4. Any kind of damage whatsoever unless the damaged **electronic equipment** is provided for repair.

5. Any loss involving a SIM (subscriber identity module) card.

6. Any expense incurred as a result of not being able to use the **electronic equipment**, or any loss other than the repair or replacement costs of the **electronic equipment**.

7. The first £40 of each theft, accidental damage or breakdown claim or the first £60 of each **accidental loss** claim. The first £75 of any claim for a laptop or any claim which occurs outside the UK, Isle of Man and Channel Islands.

8. Loss of or damage to accessories of any kind.

9. **Accidental Loss** where the circumstances of the loss cannot be clearly identified, i.e. where **you** are unable to confirm the time and place of the loss.

10. Any loss or damage caused by the failure of any electrical or computer equipment, software, micro-controller, microchip, accessories or associated equipment to correctly recognise and process any calendar date or time.

11. If the original SIM card was not in a **mobile phone** at the time of the loss, damage or theft.

12. Reconnection costs or subscription fees of any kind.

13. The cost of any unauthorised calls following the theft, **accidental loss** or damage of a mobile phone or PDA.

**Please note: if you are insuring an item without SIM card capability, all exclusions relating to SIM cards are not applicable.**

#### 14. War Risk

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

#### 15. Nuclear Risk

Damage or destruction caused by, contributed to or arising from:

- a. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

#### 16. Sonic Boom

Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.

#### 17. Loss of Data or Software

Any loss of 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.

18. Any loss or damage arising from accidental damage, theft, accidental loss, breakdown or from any cause whatsoever.

19. Liability of whatsoever nature arising from ownership or use of the **electronic equipment**, including any illness or injury resulting from it.

20. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.

Ref: T&C's document - 4/11/11 (V1)



INVESTOR IN PEOPLE

**SUPERCOVER**  
Appointed Representative of **INSURANCE**

Authorised and regulated by the FSA Registration No 313806

Registered office: Daisy House, Lindred Road Business Park, Nelson, Lancashire, BB9 5SR  
Company Registration Number: 4145329 VAT Registration Number: 722 4713 55  
Registered in England and Wales



#### REPLACEMENT

This policy offers replacement only and is not a replacement as new policy. If the electronic equipment cannot be replaced with an identical 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 electronic equipment.

#### CONDITIONS AND LIMITATIONS

1. Unless we have agreed differently with you, English law and the decisions of English courts will govern this insurance.
2. This insurance only covers **electronic equipment** bought and used in the UK, the Isle of Man and the Channel Islands. Cover is extended to include use of the **electronic equipment** anywhere in the world up to a maximum of 60 days in total, in any single 12 month period, subject to any repairs being carried out in the UK by repairers approved by us.
3. The **electronic item** must be less than 6 months old with valid proof of purchase (not from online auctions) when the policy is started.
4. You must provide us with any receipts, documents or proof of purchase, that it is reasonable for us to request.
5. This insurance may only be altered, varied or its conditions altered or premium changed by one of our authorized officials, giving you 30 days notice in writing.
6. We may cancel the policy by giving you 30 days notice in writing. In the event of any claim you are responsible for the payment of any outstanding premium.
7. You cannot transfer the insurance to someone else or to any other **electronic equipment** without our written permission.
8. You must take all **reasonable precautions** to prevent any loss or damage.
9. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.
10. In respect of monthly policies if the Direct Debit premium payment is cancelled or unsuccessful at any given point, no benefits shall be due whatsoever.

#### CANCELLATION

Your right to change your mind. You may cancel the insurance, without giving reason, by sending us written notice and returning the insurance documents within 14 days of it starting of (if later) within 14 days of you receiving the insurance documents. We will make a charge equal to the period of cover you have had, but this charge will be at least 50% plus the insurance premium tax.

Cancellation after the withdrawal period

If you wish to cancel your insurance and pay monthly you can do so in writing to Daisy Communications Ltd, Daisy House, Lindred Road Business Park, Nelson, Lancashire, BB9 5SR by email to [insurance@repairs@daisygroupplc.com](mailto:insurance@repairs@daisygroupplc.com) or by telephoning 0845 450 44520 allowing one months notice.

For policies of longer duration you are only entitled to cancel within 14 days of receiving your policy documents.

#### CLAIMS PROCEDURE

1. You must:

- notify Supercover Insurance Ltd on 0871 222 1311 as soon as possible in any event of any incident likely to give rise to a claim under this insurance;
- report the theft or **accidental loss** of any mobile phone or PDA, within 12 hours of discovery to your Airtime Provider and blacklist your handset;
- report the theft or **accidental loss** of any **electronic equipment** to the Police within 24 hours of discovery and obtain a crime reference number in support of a theft and a lost property number in support of an **accidental loss** claim;
- provide us with details of the claim and any other contract, guarantee, warranty or insurance that may apply to the loss including but not limited to household insurance. Where appropriate a ratable proportion of the claim may be recovered direct from these Insurers.

2. If we replace your **electronic equipment** the damaged or lost item becomes ours. If it is returned or found you must notify us and send it to us if we ask you to.

#### 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.

#### COMPLAINTS

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should in the first instance contact Supercover's Customer Services Director at: 602 Cumberland House, 80 Scrubs Lane, London, NW10 6RF.

Email: [complaints@supercoverinsurance.com](mailto:complaints@supercoverinsurance.com)

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

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

The Customer Relations Manager, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ. Tel: 0845 218 2685 Email: [customerrelations@ukgeneral.co.uk](mailto: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, South Quay Plaza, 183 Marsh Wall, Docklands, London, E14 9SR.  
Tel: 0845 080 1800

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau

#### COMPENSATION SCHEME

Ageas Insurance Limited 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. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim, without any upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

#### DATA PROTECTION ACT 1998

We do not pass any personal data about you to any third parties. When you apply for insurance and/or make a claim, you will be required to disclose relevant personal data about yourself to us or our agents, including data which is deemed "sensitive" under the Data Protection Act 1998. Your explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when you make a claim. Please note that any information that you provide to us may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by yourself will be used by us or our agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any upgrade to this insurance, handle claims relating to this insurance and prevent fraud.

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