

## GADGET INSURANCE

This insurance is arranged by Supercover Insurance Ltd and underwritten by Zenith Insurance Plc, Authorised Insurers, registered in Gibraltar No 84085. Registered Office: 846-848 Europort, Gibraltar

Zenith Insurance Plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and Prudential Regulation Authority in respect of underwriting insurance business in the UK (No. 211787)

Zenith Insurance Plc is a member of the Association of British Insurers

### INTRODUCTION

This policy provides insurance for **your gadgets** while **your** policy is in force as stated in the insurance schedule and subject to the terms, conditions, and limitations shown below or as amended in writing by **us**. If **you** pay an additional premium, **your** Spouse or Domestic Partners **gadgets** are also covered under this policy.

**Your** policy is a rolling monthly policy.

This contract of insurance is provided to **you** as part of **your** Police Federation Group Insurance. If **you** cancel **your** group insurance subscription then all cover under this policy will end immediately.

The single article limit for this insurance is £1000

### DEFINITIONS

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

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

**Evidence of ownership** – A document to evidence that the **Gadget** **you** are claiming for belongs to **you**. This can be a copy of the till receipt, delivery note, gift receipt or, if the **Gadget** is a mobile phone, confirmation from **your** Network Provider that the mobile phone has been used by **you**

**Gadgets** – the portable electronic items insured by this certificate, purchased by **you** in the UK. Items must have been purchased as New or in the case of refurbished items, purchased directly from the manufacturer.

Criteria: **We** can only insure **Gadgets** that are:

Purchased as new in the UK with **evidence of ownership** available;

Purchased as refurbished in the UK direct from the Manufacturer or Network Provider with **evidence of ownership** available;

Gifted to **you** as long as **you** are able to provide a Gift receipt or other **evidence of ownership**;

Not more than 36 months old at the time the policy purchased.

In good condition and full working order at the time this policy is purchased.

**Immediate family** – your mother, father, son, daughter, sister, brother and spouse.

**Immediate family** also includes **your** domestic partner (domestic partner is defined under this policy as someone **you** are living with in a long-term permanent relationship as if **you** are married to them). Cover only extends to **your immediate family** if they reside at the same address as **you** and this can be evidenced.

**Period of cover** – 1 (one) calendar month from the inception date, renewing monthly on the same day each month provided the monthly premium is paid.

**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 Gadgets**.

**Proof of usage** – means evidence that the **Gadget** has been in use since policy inception. Where the **Gadget** is a mobile phone, this information can be obtained from **your** Network Provider. For other **Gadgets**, in the event of an accidental damage claim this can be verified when the **Gadget** is sent to **our** repairers for inspection.

**Terrorism** means 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 organization 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.

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

**We, us, our** – Zenith Insurance Plc

**You, your** – the person, who owns the **Gadgets** as stated on the application form overleaf.

### WHAT WE WILL COVER

#### A. Accidental Damage

**We** will arrange a repair if **your Gadget** is damaged as the result of an accident.

#### B. Theft

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

#### C. Accidental Loss

If **you** lose **your** mobile phone **we** will replace it. **Accidental Loss** cover is only available on mobile phones and no other **gadget**.

#### D. Breakdown

Electrical breakdown which occurs outside of the manufacturers guarantee period.

#### E. Unauthorised Call Use

If **your** mobile phone is lost or stolen and is used fraudulently, **we** will reimburse **you** for the costs up to £2500 upon receipt of **your** itemised bill.

### WHAT WE WILL NOT COVER

**Your Gadget is not covered for:**

#### 1. Theft:

- from any motor vehicle where you or someone acting on **your** behalf is not in the vehicle, unless the **Gadget** 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. A copy of the repairer's account for such damage, or other evidence of damage must be supplied with any claim
- from any building or premises unless force, resulting in damage to the building or premises, was used to gain entry or exit; A copy of the repairer's account for such damage, or other evidence of damage must be supplied with any claim
- when away from **your** home, or when in your home with invited guests / tradesmen or other people; unless the **Gadget** is concealed on or about **your** person when not in use, or it is stored in a locked room or secured receptacle (such as a locked safe, locked locker or closed desk drawer
- where the **Gadget** has been left **unattended** when it is away from your home;
- where all available **precautions** have not been taken;

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

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

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

- routine servicing, inspection, maintenance or cleaning;
  - loss caused by a manufacturer's defect or recall of the **Gadget**;
  - wear and tear, including but not limited to: replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials, or gradual deterioration of performance
  - repairs carried out that have not been pre-approved by **us**;
  - cosmetic damage of any kind including scratches, dents and other visible defects that do not affect safety or performance.
4. Any kind of damage whatsoever unless the damaged **Gadget** is provided for repair.
5. Any loss of a SIM (subscriber identity module) card.
6. Any expense incurred as a result of not being able to use the **Gadget**, or any loss other than the repair or replacement costs of the **Gadget** unless relating to unauthorized call use for your mobile phone up to the maximum value of £2500.
7. In the event that **you** make a claim, an excess fee applies which must be paid to **us** before **your** claim can be settled. If **your** claim is for a **gadget** up to the value of £250 (when new) the **excess fee** is £25 for any claim. If **your** claim is for a **gadget** over the value of £251 (when new) the **excess fee** is £50 for any claim.
8. Loss of or damage to accessories of any kind.
9. Any claim for a **Gadget** where **proof of usage** cannot be provided or evidenced
10. **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.
11. Reconnection costs or subscription fees of any kind.
- Please note: if you are insuring an item without SIM card capability, all exclusions relating to SIM cards are not applicable.**

#### 12. 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.

#### 13. 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.

#### 14. Sonic Boom

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

#### 15. Loss of Data or Software

Any loss of or damage to information or data or software contained in or stored on the **Gadget** whether arising as a result of a claim paid by this insurance or otherwise.

16. Any indirect loss or damage resulting from the event which caused the claim under this policy;

17. Liability of whatsoever nature arising from ownership or use of the **Gadget**, including any illness or injury resulting from it.

### CLAIM SETTLEMENT

1. The intention of this policy is to put you back in the same position as immediately prior to the loss or damage. It is not a replacement as new policy. If the **Gadget** cannot be replaced with an identical **Gadget** 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 **Gadget**. **We** cannot guarantee that a replacement **Gadget** will be the same colour as the original item.

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 policy invalidate **your** manufacturer's warranty, **we** will repair or replace **your Gadget** for the remaining period of your manufacturer's warranty.

3. In the event of a valid claim resulting in the replacement of the **Gadget**, this policy will automatically cover the replacement **Gadget**.

## 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 **Gadgets** bought and used in the UK, the Isle of Man and the Channel Islands. Cover is extended to include use of the **Gadgets** anywhere in the world up to a maximum of 90 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 **Gadgets** must be less than 36 months old, purchased as new, or if refurbished, purchased directly from the manufacturer, and with valid **evidence of ownership** at inception of this policy. All **evidence of ownership** must include the make, model and serial number of the **Gadget** and must be in **your** name..
4. **You** must provide **us** with any receipts, documents or **evidence of ownership**, that it is reasonable for **us** to request.
5. This insurance may only be altered, varied or its conditions altered or premium changed by **us**, 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 **Gadgets** without **our** written permission.
8. **You** must take all available **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.

## CANCELLATION

**Your** right to change **your** mind.

This contract of insurance is provided to **you** as part of **your** Police Federation Group Insurance. If **you** no longer wish to subscribe to the Group Insurance scheme please contact **your** Federation office.

## CLAIMS PROCEDURE

1. **You** must:
  - notify Supercover Insurance Ltd on **0203 794 9318** as soon as possible of any incident likely to give rise to a claim under this insurance;
  - report the theft or loss of any mobile phone, within 24 hours of discovery to **your** Airtime Provider and blacklist your handset;
  - report the theft or loss of any **Gadgets** to the Police within 48 hours of discovery and obtain a crime reference number;
  - 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 Gadgets** 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. Supercover Insurance Ltd are an agent of Zenith Insurance Plc and in the matters of a claim act on their behalf.  
To help **us** improve **our** service **we** may record or monitor telephone calls.

## 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.

## CONSUMER INSURANCE ACT

**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 in the declaration and to make sure that all information supplied is true and correct. **You** must tell us of any changes to the Answers **you** have given as soon as possible. Failure to advise us of a change to **your** Answers may mean that **your** policy is invalid and that it does not operate in the event of a claim

## 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. The contact details are:

The Customer Services Director  
Waterside House  
Rockingham Road  
Uxbridge UB8 2YF  
Tel: 0207 794 9300  
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.

Supercover Insurance Limited will make every effort to resolve your complaint immediately. If they cannot resolve your complaint by the end of the next working day they will acknowledge your complaint within 5 days of receipt and will do their best to resolve the problem within four weeks by sending you a final response letter. If they are unable to resolve your complaint in this time they will write to advise you of progress and will endeavour to resolve your complaint within the following four weeks. If you are still dissatisfied after receiving their final response letter you may refer your complaint to the Financial Ombudsman Service at the following address:

Financial Ombudsman Service  
Exchange Tower, London E14 9SR  
Tel: 0800 023 4567  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have the right of referral within six months of the date of your final response letter. Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

## COMPENSATION SCHEME

Zenith Insurance Plc 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 100% of the first £2,000 and 90% of the remainder of the claim. **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

Supercover Insurance Ltd does 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 Supercover or their 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 Supercover may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by yourself will be used by Supercover its 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.