

# POLICE FEDERATION GROUP INSURANCE POLICY GADGET INSURANCE COVER

## IMPORTANT INFORMATION

This is a contract of insurance between the **policyholder** and the **insurer** and is subject to the terms, conditions, claims procedure, cover limit and exclusions set out within this **policy**, in respect of an insured event which happens within the **territorial limits** and during the **period of cover**, for which the **policyholder** has paid the premium .

This **policy** meets the demands and needs of those who wish to insure their **gadgets** against theft, damage, breakdown and, in addition, for mobile phones, tablets and smartwatches against **accidental loss**.

**Your gadget** must be in good condition and full working order prior to **you** benefitting from the **benefit package**. If there is evidence that the damage, theft or loss occurred prior to **you** benefitting from the **benefit package** your claim will be refused and no premium refund will be due.

## INTRODUCTION

This **policy** provides insurance for **your gadgets** while the **policy** is active with the **policyholder** and subject to the terms, conditions, and limitations shown below or as amended in writing by **us**. If **you** have paid the applicable premium to the **policyholder**, **your** spouse or domestic partner's and **additional member's** **gadgets** are also covered under this **policy**.

This insurance is provided to **you** as part of **your benefit package** with the **policyholder**. If **you** no longer benefit from the **benefit package** then **your** cover under this **policy** will end immediately.

This **policy** only covers **your gadgets** when the **gadget** is in the care of **you** or a member of **your immediate family**.

The single item limit for this insurance is £1150 for mobile phones and £1000 for all other **gadgets** and

a maximum of two claims in total in any single 12 month period.

## CLAIMS ASSISTANCE

**If you require claims assistance please contact us as soon as possible to deal with your incident.**

**Submit an online claim form at <https://policefed.taurus.claims/>**

**Or alternatively, call us on 0330 020 0044**

## DEFINITIONS

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

**Accidental loss** - The **gadget** has been accidentally left by **you** in a location and **you** are permanently deprived of its use.

**Additional member** – A family member who resides at the same address as **you** where **you** have paid a premium to the **policyholder** for them to be covered under this **policy**.

**Benefit package** – The benefit package provided by the **policyholder** for **your** benefit, for which **you** have subscribed/elected to this Gadget cover and have made the relevant payment.

**Claims handler** – Taurus Insurance Services Limited, who process and manage claims on behalf of the **insurer**.

**Evidence of ownership** – A document to prove 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**

**Excess Fee** – The amount that **you** are due to pay in the event of a claim.

**Gadget(s)** – the portable electronic item(s) insured by this **policy**. **We** can only cover items which meet the following criteria:

- Eligible items for cover are: mobile phones, iPads, tablets, cameras, laptops, portable gaming consoles, iPods, MP3 players, e-readers, Kindles, smart watches, sat nav's or portable media players. No other items will be covered under this policy.
- of UK specification and purchased in the UK from a physical store, or, if purchased online, from a website which is UK based and which sent the item from within the UK. Items sent from outside the UK will not be covered under this **policy**.
- purchased new, or refurbished items, purchased directly from the manufacturer or Network Provider only. Refurbished items purchased elsewhere or second-hand items will not be covered.
- less than 36 months old, in good condition and in full working order at the time the **policy** began.
- purchased by **you** or gifted to **you**, with **evidence of ownership** available.

**Immediate family** – **your** mother, father, son, daughter, sister, brother, domestic partner and spouse. (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).

**Insurer** – AmTrust Europe Limited.

**Period of cover** – The period in which **we** accept a premium from the **policyholder**. This is a rolling monthly cover and is only in force if your monthly subscription/election fee continues to be paid to the **policyholder**.

**Policy** – This group insurance policy arranged by the **policyholder** for and on behalf of their members.

**Policyholder** – The named policyholder found in the policy schedule which accompanies this **policy**.

**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 the **policy** began. 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.

**Territorial Limits** – The United Kingdom, Channel Islands and Isle of Man and worldwide for up to a maximum of 90 days in total in any single 12 month period.

**Terrorism** means any act, including but not limited to the use of force or violence or 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** – Arc Legal Assistance Limited, who administer this **policy** on behalf of the **insurer**.

**You, your** – the beneficiary of the **benefits package** and any spouse or domestic partner and **additional member** who have paid the applicable additional premium, who owns the **gadgets**.

## 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 those 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

If **your** gadget suffers electrical breakdown which occurs outside of the manufacturer's guarantee period, **we** will repair it. If **your gadget** cannot be economically repaired, it will be replaced (Please see Claim settlement below for details as to how **we** will settle **your** claim). This aspect of the cover extension is not available for laptops. .

### 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, for example, replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials, or gradual deterioration of performance;
- cosmetic damage of any kind including scratches, dents and other visible defects that do not affect safety or performance;

- repairs carried out that have not been pre-approved by **us**.

**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 Unauthorised Call Use for **your** mobile phone up to the maximum value of £2500.

**7.** An **excess fee** for any claim;

- If **your** claim is for a **gadget** up to the value of £500 (when new) the **excess fee** is £50 for any claim.
- If **your** claim is for a **gadget** between the values of £501 and £999 (when new) the **excess fee** is £75 for any claim.
- If **your** claim is for a **gadget** valued at £1000 or more (when new) the **excess fee** is £100 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 or for cover under Unauthorised Call Use where **you** fail to report a Theft or Loss incident to **your** airtime provider within 24 hours of discovery of the incident.

**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 any nature arising from ownership or use of the **gadget**, including any illness or injury resulting from it.

## **18. Sanction Limitation and Exclusion Clause**

The **insurer** will not cover or be liable to pay any claim or provide any benefit under this section of **your** insurance if doing so would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## **19. Cyber Attack Exclusion**

The **insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, computer virus or process or any other electronic system. This exclusion applies unless cover is specifically allowed for in the sections of cover above.

## 20. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this section of this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

### CLAIM SETTLEMENT

1. The intention of this **policy** is to put **you** back in the same position as immediately before 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 **gadget**. **We** cannot guarantee that a replacement **gadget** will be the same colour as the original item. Where an equivalent refurbished item is not available, **we** will offer vouchers or a cash settlement based on the market value of the original **gadget** taking into account its age and condition.

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. If **your gadget** was water resistant when new, the repaired or replaced **gadget** will also be water resistant but **we** cannot guarantee the replacement will be water proof.

4. 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, 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 **policyholder** 30 days notice in writing.

6. **We** may cancel your cover under this **policy** by giving **you** 30 days notice in writing. In the event of any claim the **policyholder** is 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 cancel:

This cover is provided automatically as part of **your benefit package** and cannot be cancelled in isolation. For details on how to cancel **your benefit package**, please contact the **policyholder**.

The **insurer's** right to cancel:

The **insurer** can cancel the insurance by giving 14 days' notice in writing to the **policyholder**. The **policyholder** will be entitled to a refund of premium proportionate to the unexpired term of this insurance if there have not been any, and do not intend to make, a claim .

The **insurer** will only invoke this right in exceptional circumstances as a result of the **policyholder** or **you** behaving inappropriately, for example:

- a) Where **we** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **our** staff or suppliers
- c) Where it is found that **you** or the **policyholder**, deliberately or recklessly, disclosed false information or failed to disclose important information.

## CLAIMS PROCEDURE

### 1. **You** must:

- Notify the **claims handler** as soon as possible after any incident which might lead to a claim under this insurance by:
  - Submitting an online claim form at <https://policefed.taurus.claims/>
  - or by calling **0330 020 0044**
- 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 get a crime reference number;
- provide the **claims handler** with details of the claim and any other contract, guarantee, warranty or insurance that may apply to the loss including, for example, household insurance. Where appropriate any claim by **you** under this **policy** may be recovered direct from these other insurers.

2. If **we** replace **your gadgets** the damaged or lost item becomes **ours**. If it is returned or found **you** must notify the **claims handler** and send it to them if **we** or the **claims handler** ask **you** to.

To help **us** improve **our** service **we** may record or monitor telephone calls.

## FRAUD

In the event of fraud, the **insurer**:

- a) Will not be liable to pay the fraudulent claim
- b) Might recover any sums paid to **you** in respect of the fraudulent claim
- c) Might cancel this **policy** with effect from the fraudulent act and keep all premiums paid
- d) Will no longer be liable to **you** in any regard after the fraudulent act.

## 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 follow the complaints procedure below:

Complaints regarding:

### 1. **Sale of the policy**

Please contact the **Policyholder** who arranged the insurance on **your** behalf.

### 2. **A claim, policy cover or about us**

**Our** aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right straightaway.

If **you** are unhappy with the service that has been provided, **you** should contact **us** at the address below. **We** will always confirm to **you**, within five working days, that **we** have received **your** complaint. Within four weeks **you** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **you** will receive a final response. Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **you** will receive a final response. After eight weeks, if **you** are unhappy with the delay, **you** can refer **your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **you** cannot settle **your** complaint with **us** or before **we** have investigated the complaint if both parties agree.

### **Our contact details are:-**

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD

Tel: 01206 615000

Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

**The Financial Ombudsman Service contact details are:-**

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**COMPENSATION**

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). If it fails to carry out its responsibilities under this **policy**, **you** might be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 020 7741 4100

**PRIVACY AND DATA PROTECTION NOTICE**

If any personal data is collected it will be handled in accordance with the Data Protection Act 2018.

**AUTHORISATIONS**

This **policy** is underwritten by AmTrust Europe Limited.

Registered Office:

Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number 1229676.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Firm Reference Number 202189.

This **policy** is administered by Arc Legal Assistance Ltd who are authorised and regulated by the Financial Conduct Authority.

Firm Reference Number 305958.

Claims under this **policy** claims are processed and managed by Taurus Insurance Services Limited who are authorised and regulated by the Financial Conduct Authority.

Firm Registration Number 444830.

All of the above details can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.