

# POLICE FEDERATION GADGET INSURANCE

## IMPORTANT INFORMATION

This is a contract of insurance between **you** and the **insurer** and is subject to the terms, conditions, claims procedure, cover limit and exclusions contained in this Policy, in respect of an insured event which occurs during the **period of insurance**, for which **you** have paid the premium.

**We** have not provided **you** with a personal recommendation as to whether this product is suitable for **your** needs so **you** must decide yourself whether it is or not. **You** have made a decision based on the information made available to **you**.

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

**Your gadget** must be in good condition and full working order prior to taking out this policy. If there is evidence that the damage, theft or loss occurred prior to the policy start date **your** claim will be refused and no premium refund will be due.

## INSURER

The **insurer** is West Bay Insurance PLC. Registered in Gibraltar (Reg No. 84085). Registered Office: 846 - 848 Europort, Gibraltar. West Bay Insurance PLC is regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting insurance business in the UK (No. 211787). West Bay Insurance PLC is a member of the Association of British Insurers.

## ADMINISTRATOR

The **administrator** is Supercover Insurance, a trading name of Insurance Factory Ltd which is authorised and regulated by the Financial Conduct Authority (No.306164). Registered in England and Wales (No.02982445). Registered Office: 45 Westerham Road, Sevenoaks, Kent, TN13 2QB. You can check this by visiting the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register).

## CLAIMS HANDLER

All claims under this policy are processed by Davies Managed Systems, Registered Company Number 3452116. Registered in England and Wales. A member of the Davies Group Ltd, Registered Company Number 06479822. Registered Address Suite 2/2, Second Floor, London Underwriting Centre, 3 Minster Court, Mincing Lane, London, EC3R 7DD.

## REGISTRATIONS – FURTHER DETAILS

Details of the registrations for the **insurer**, the **administrator** and the Claims Handler can be found on the Financial Services Register by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768 or the Prudential Regulation Authority on 020 7601 4878.

## 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 Partner's gadgets are also covered under this 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.

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

Cover under this insurance is subject to the terms, conditions, and limitations shown below or as amended in writing by **us**.

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

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

## 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.

**Administrator** – Supercover Insurance, 2nd Floor, 5000 Lakeside, North Harbour, Western Rd, Portsmouth, PO6 3EN

**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**

**Gadget(s)** – the portable electronic item(s) insured by this certificate. **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 despatched the item from within the UK. Items despatched 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 of policy inception
- purchased by **you** or gifted to **you**, with **evidence of ownership** available.

**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, insurer** – West Bay 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 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 manufacturers 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 cover is not available on 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 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. 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.

**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

- 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 **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.
- 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.
- 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 waterproof.
- 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

- Unless **we** have agreed differently with **you**, English law and the decisions of English courts will govern this insurance.
- 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**.
- 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.
- You** must provide **us** with any receipts, documents or **evidence of ownership**, that it is reasonable for **us** to request.
- This insurance may only be altered, varied or its conditions altered or premium changed by **us**, giving **you** 30 days notice in writing.
- 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 Davies Group Limited on **0203 794 9318** or by emailing [gadgetclaims@davies-group.com](mailto:gadgetclaims@davies-group.com) 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 rateable 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.

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

### WARNING

**If you or anyone acting on your behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate any claim made under this insurance, we will not pay the claim and cover under this and all other insurances currently in force with us with which you are connected will cease immediately. You will not be entitled to any refund of premium under any policy.**

**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 circumstances of the loss or damage **we** consider this as fraud. Details of all such cases will be passed to appropriate agencies for action.

### CONSUMER INSURANCE ACT

**You** are required 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.

Under the Consumer Insurance (Disclosure and Representations) Act 2012 **your** failure to take reasonable care to avoid misrepresentation in relation to the information provided (including subsequent changes to any such information) could result in **your** policy being cancelled or **your** claim being rejected or not fully paid.

### 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:

#### Sale of the policy

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

#### Policy cover or insurer

Supercover Insurance,  
2nd Floor,  
5000 Lakeside,  
North Harbour,  
Western Rd,  
Portsmouth,  
PO6 3EN

Tel: 0207 794 9300

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

#### Claims

Please contact the claims handler:

Davies Group  
PO Box 1291

Preston  
PR2 0QJ

Tel: 0203 794 9318  
Email: [gadgetcomplaints@davies-group.com](mailto:gadgetcomplaints@davies-group.com)

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

Every effort will be made to resolve **your** complaint by the end of the third working day after receipt. If they cannot resolve **your** complaint within this timeframe 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 they are still unable to provide **you** with a final response at this stage, they will write to **you** explaining why and advise when **you** can expect a final response. At this point **you** may refer **your** complaint to The Financial Ombudsman Service at the following address:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange  
London  
E14 9SR  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Online Dispute Resolution Platform (ODR)

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If **you** choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service. Visit [ec.europa.eu/odr](http://ec.europa.eu/odr) to access the Online Dispute Resolution Service.

### What you should know

**You** may go directly to the Financial Ombudsman Service when **you** first make **your** complaint, but the Ombudsman will only review **your** complaint at this stage with our consent. However, we are still required to follow the procedure stated above.

If **you** have received a final response but are dissatisfied, **you** have the right of referral to the Financial Ombudsman Service within six months of the date of **your** final response letter. **You** may only refer to the Ombudsman beyond this time limit if **we** have provided **our** consent.

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

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning **0207 741 4100**.

### HOW WE USE YOUR INFORMATION

#### Introduction

We believe in keeping your information safe and secure. Full details of what data we collect and how we use it can be found in our privacy policy which you can access via [www.supercoverinsurance.com](http://www.supercoverinsurance.com) or by requesting a copy from our Data Protection Officer (contact details below). This section provides you with some basic information and explains:

- What we do with your information
- How we may check the information you have provided to us against other sources such as databases
- Who we share your information with, and
- How we may use your information.

We are governed by the Data Protection legislation applicable in the United Kingdom.

#### How we may collect your information

We may collect details about you from

- Information you give to brokers
- Information you give us in online forms and other forms
- Other sources such as Google Earth and social media
- Third parties and other sources
- Telematics systems.

#### What information we may collect about you

We collect details including details about your health, personal circumstances, claims history, credit history, motoring history and other relevant details. We may collect information on you from databases such as the electoral roll and county court judgment records.

#### How we may share your information

In order to provide our services to you, we may share your information with other insurance companies, solicitors, regulators, business partners and suppliers. We may also have a legal obligation to provide your information, in certain circumstances, with regulators, police and other public bodies. Information you supply may be used for the purposes of insurance administration by us and third parties. These third parties may share your information with their own agents.

#### How we may use your information

We may use your information for a number of purposes. These include:

- Providing you with our services
- Dealing with your claim
- Carrying out checks such as fraud checks and credit checks
- Providing you with information about our products and services

We give details about some of these processes below.

#### Providing you with details on our Products and Services

Where you have given us your consent to do so, we will send you information about products and services of ours and other companies in our Group which may be of interest to you. We may contact you by telephone, letter or email (as you have indicated)

You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the Group.

If you no longer wish to be contacted for marketing purposes then please contact our Data Protection Officer (contact details below).

#### Fraud Prevention and Detection

We carry out fraud checks on our customers. We do this in order to prevent fraud and also to help us make decisions about the provision, pricing and administration of insurance.

When carrying out these checks, we will search against fraud detection databases.

We may pass details about you to some of these databases.

Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

#### Claims History

We may process data relating to your claims history for the purposes of assessing any claim you may make.

The aim is to help us to check information provided and also to prevent fraudulent claims.

When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal.

#### Credit Searches and Accounting

In assessing an application for insurance or policy renewal, we may search files made available to us by credit reference agencies. They keep a record of that search.

Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

#### Transfers

Sometimes your information may be transferred outside the European Economic Area by us, by the organisations with whom we share your information or by the servants and agents of these organisations. If we do this we will ensure that anyone to whom we pass it provides an adequate level of protection.

#### Your Rights as a Data Subject

Under Data Protection Laws you have certain rights; these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If you would like to exercise any of your rights please contact our Data Protection Officer (contact details below).

#### Data Protection Officer

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at

Data Protection Officer  
Supercover Insurance  
45 Westerham Road  
Bessels Green  
Sevenoaks  
Kent  
TN13 2QB