

Group Scheme Mobile Phone Insurance

Policy wording



This insurance has been arranged exclusively for the trustees of the Group Scheme as declared to insurers. It is subject to the terms, definitions, exclusions, and conditions specified below.

This document is issued to **you** as evidence that **you** are covered under the group policy and contains details of the protection that is provided.

1. The insurance cover

Cover is provided for Theft, accidental damage, accidental loss and breakdown cover

You are covered against the repair or replacement of **your mobile phone** in the event of **theft, accidental loss, accidental damage** or **breakdown** whilst in **your** possession or that of **your spouse** (if included in the **scheme benefit**) during the **period of insurance** subject to the **limit of liability** of the **insurer**.

2. Definitions

The words or phrases described below shall have the following meaning wherever used in this policy wording.

Accidental damage means the sudden and unforeseen **damage** to **your mobile phone** provided that such damage results in **your mobile phone** being unable or unsafe to function.

Accidental loss means the unforeseen loss of **your mobile phone** by **you**, resulting in **you** being permanently deprived of its use.

Administrator means Philip Williams (G Ins) Management Ltd., Registered Office: 35 Walton Road, Stockton Heath, Warrington, Cheshire WA4 6NW. Telephone number 01925 604421. Authorised and regulated by the Financial Conduct Authority under number 827663 and authorised to administer this policy on behalf of the **insurer**.

Beneficiary means the subscribing member of a Group Scheme whose membership of the scheme must have been accepted by the **trustees** and can be confirmed by the **broker**.

Broker means Voyager Insurance Services Ltd who arranged this scheme and whose registered office is at 13-21 High Street, Guildford, Surrey, GU1 3DG. Authorised and regulated by the Financial Conduct Authority under number 305814.

Breakdown means the actual breaking, burning out or failure of any part of **your mobile phone** whilst in ordinary use arising from internal electronic, electrical or mechanical defects in the **mobile phone** causing it to stop functioning and requiring repair before it can resume normal operation.

Claims administrator means Brightstar Insurance Services B.V. (UK Branch), Unit 2, Crewe Logistics Park, Jack Mills Way, Shavington, CW2 5XF. Telephone number: 0344 412 0982 or email: PW.InsuranceServices.UK@Brightstar.com.

Brightstar Insurance Services B.V. is a Dutch company (57476829) authorised and regulated in The Netherlands by The Authority for Financial Markets (12041994) and registered to operate in the United Kingdom by the Financial Conduct Authority (FRN 610709). **They** are authorised to administer claims made under this policy on behalf of the **insurer**.

Excess means the amount **you** must pay towards the cost of each and every successful claim. The **excess** is £75.00.

IMEI number means the international mobile equipment identity number, which is the unique identification number that will be used to identify **your mobile phone**.

Insurer/insurers means AmTrust Europe Limited. Registered in England number 1229676. Registered Office: Market Square House, St James's Street, Nottingham, NG1 6FG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority under number 202189.

This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Limit of liability means the **insurer's** maximum total liability to **you** during any rolling period of 12 months from the commencement date of this insurance, which shall not exceed £1,500 including VAT. Please note that the maximum liability limit for **unauthorised data usage** is £750 including VAT, covering a period of up to 24 hours, directly following a **theft** or **accidental loss** incident, which leads to a valid claim. Any payment made for **unauthorised data usage** is not included in the £1,500 limit and would be in addition. **Your** claim must be validated for these limits to apply. Upon acceptance of a claim, the **insurer** may, at its discretion, repair or replace **your mobile phone**. Replacement may be with a refurbished unit or a functionally equivalent product. If the **claims administrator** replaces **your mobile phone**, **your** original item becomes the **insurer's** property and the replacement **mobile phone** is **your** property, with coverage for that item continuing for the remaining **period of insurance**.

Main residence means **your** permanent place of residence within the United Kingdom, Guernsey or Jersey.

Mobile phone means the single hand portable cellular telephone that is no more than 8 years old at the time of an incident and has a fully functioning SIM card.

Period of insurance means the insurance commences on the same date as specified in the accompanying benefits booklet for periods of one month upon receipt of **your** monthly premium. The monthly premium subscription will be collected directly from salary/pension or by direct debit, please refer to **your** benefits booklet for details of automatic termination of cover.

Proof of phone ownership means that in the event of a claim the **claims administrator** will request evidence that the **mobile phone** is solely and currently used by **you** and that **you** can support ownership with a proof of purchase or similar document. Where the purchase receipt is not available, **we** will consider **your mobile phone** bill if it links **your** phones **IMEI** and **your** details or other similar evidence of current phone usage supporting **your** ownership.

Public place means any place to which people **you** do not know have access.

Spouse means a partner in a marriage, civil union, domestic partnership or common law marriage who resides with **you** at **your main residence**. If **your spouse** is included in the scheme benefit this will be shown in the benefits booklet accompanying **your** scheme benefits information.

Territorial limits mean the United Kingdom, Guernsey or Jersey, in which **you** and **your spouse** (as applicable) must be a permanent resident. Cover is extended worldwide for a maximum of 31 days in any rolling period of 12 months starting from the commencement date of this insurance.

Theft/stolen means the unauthorised dishonest acquisition of the **mobile phone** by another person with the intention of permanently depriving **you** of it.

Trustees means the current providers of the Group Scheme, as declared to the **insurers**.

Unauthorised data usage means the cost of unauthorised airtime provider calls, messages and data usage made from **your mobile phone**, whilst not barred by the airtime provider within 24 hours of discovery of the **theft** or **accidental loss** of **your mobile phone**, which would not be covered by **your** committed airtime provider usage allowances. Any claim must be associated with a valid **theft** or **accidental loss** claim and is limited to £750.00 including VAT.

Unattended means the phone is not secured and not visible to **you** or within a distance where **you** could reasonably intervene to prevent an incident.

We, us, our and **they** mean any of the **broker, claims administrator** or **insurer** as applicable.

You and **your** means the **beneficiary**, who has subscribed for **mobile phone** insurance as described in this policy wording. As applicable, this term also includes **your spouse** if **your spouse** is the person responsible for the **mobile phone** at the time of an incident and the benefit includes **your spouse**.

3. Specific Theft And Accidental Loss Exclusions

Please refer to Section 6 – Security Requirements. This insurance policy does not cover:

1. any **theft** unless accompanied by a crime reference number.
2. any claim involving **theft** unless reported to the appropriate police authorities within 48 hours and for **theft** or **accidental loss** the airtime provider, within 7 days of discovery of the **theft** or **accidental loss** or as soon as possible after the discovery of the event.
3. **theft** of the **mobile phone** from an **unattended vehicle** unless **you** have complied with the security requirements for vehicles specified in 6.1 of this policy wording. A copy of the repairer's account for such damage to the vehicle may be requested.
4. **theft** of the **mobile phone** from an unoccupied premise unless **you** have complied with the security requirements excluding vehicles specified in 6.2 of this policy wording. Evidence may be requested for any claim for example, a copy of the repairer's account for such damage if the forced or violent entry took place at **your** residence or a letter from the hotel if the forced or violent entry took place at a hotel.
5. **theft** of a **mobile phone** left **unattended** in a **public place** or a place to which the public has regular access.
6. **theft** of a **mobile phone** from the person unless force, pickpocket or threat of violence is used.
7. **theft** or **accidental loss** of the **mobile phone** whilst on loan to any third party other than **your spouse** (if **your spouse** is included in **your** subscription).
8. **theft** or **accidental loss** of any additional equipment or accessories for **your mobile phone**.
9. **theft** or **accidental loss** of a SIM card other than in respect of a valid **theft** claim where **your** SIM card was **stolen** or **lost** with the **mobile phone**.
10. all **unauthorised data usage** on the **mobile phone** unless associated with a valid **theft** or **accidental loss** claim.

4. Specific Accidental Damage and Breakdown Exclusions

This insurance policy does not cover;

1. **accidental damage** that occurs when the **mobile phone** is **unattended** and **you** have not complied with the security requirements of this policy. Please refer to section 6.1 - security requirements.
2. any **breakdown**;
 - a. that occurs during the manufacturer's warranty period.
 - b. caused by placing or using the **mobile phone** in a location or environment that is not in accordance with the manufacturer's instructions.
3. cosmetic damage however caused to your mobile phone including marring, scratching and denting that does not affect the functionality or safe use of your mobile phone.
4. **accidental damage** to or **breakdown** of any additional equipment or accessories for **your mobile phone**.
5. damage to or malfunction of the **mobile phone** caused by or attributed to the operation of a software virus or any other software-based malfunction.
6. faulty or defective design, materials or workmanship or latent defect where the manufacturer has recognised the fault.
7. routine maintenance, adjustment, modification or servicing.

5. General exclusions

You are not covered for:

1. any **mobile phone** older than 8 years at the time of the incident as evidenced by the relevant **proof of ownership**.
2. the first £75 of each and every claim.
3. any claim where **proof of ownership** is not provided.
4. any claim not complying with the claims procedure in section 8 of this policy wording.
5. any accessories.
6. any damage deliberately caused by or arising from a criminal act committed by **you**, or by any other person living with **you**.
7. any costs incurred in connection with the installation, removal or subsequent relocation of **your mobile phone** in or from a vehicle, including electrical or mechanical **breakdown**.
8. any **loss** or damage or liability directly or indirectly due to confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
9. any claim where the **IMEI number** cannot be determined.
10. any claim arising from abuse, misuse or neglect by **you**.
11. **mobile phones** which have been confiscated, reclaimed or otherwise taken back by a valid authority or body.
12. any cost of reinstating downloads, ring tones, graphics, pictures, apps, music or any other content. It is highly recommended that **you** back up **your mobile phone** regularly to minimise any loss of information.
13. 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.
14. any claim resulting from terrorism, 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.
15. any claim directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
16. 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.
17. loss, damage or liability arising from pollution or contamination.

18. any claim if paying said claim would expose **us** to any sanctions, 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.

6. Security Requirements

1. Security requirements for unattended vehicles:

Theft of the **mobile phone** whilst in an **unattended** vehicle shall only be covered if:

- a. the **mobile phone** is completely hidden from view.
- b. all doors, windows and other vehicle openings have been closed, fastened and securely locked.
- c. all security devices installed have been operated.

2. Security requirements excluding vehicles

Theft of the **mobile phone** shall only be covered in the event that;

- a. if away from the **main residence**, the **mobile phone** is in a locked room, locked cupboard, locker or hotel safe and any security devices have been operated.
- b. if at the **main residence**, the premises are securely locked.
- c. in the case of either (a) or (b) above – all windows and doors must be closed and locks activated where fitted.

7. Important Information

When **you** were accepted for cover under this insurance, **we** relied on the information **you** gave.

You must take reasonable care to provide complete and accurate answers to the questions asked when **you** take out, or make changes to, **your** insurance. If the information provided by **you** is not complete and accurate the extent of cover may be affected and:

- The **insurer** may cancel **your** cover and refuse to pay any claim or
 - The **insurer** may not pay any claim in full.
- We** will write to **you** if the **insurer**:
- intends to cancel **your** cover; or
 - needs to amend the terms of **your** cover or requires **you** to pay more for **your** insurance.

If **you** become aware that information **you** have given is incomplete or inaccurate, **you** must inform the **administrator**.

8. General Conditions

Fraud

If **you**, or anyone acting on **your** behalf, make a fraudulent claim under this insurance contract, the **insurer** may:

- a) not pay the claim; and
- b) recover from **you** any sums it has paid to **you** in respect of the claim; and
- c) advise **you** that **you** are no longer covered with effect from the time of the fraudulent act.

If **your** insurance is terminated from the time of the fraudulent act, the **insurer** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

Law

This insurance is subject to English law.

9. Claims Procedure

You should notify the **claims administrator** on telephone number: **0344 412 0982** or, email:

PW.InsuranceServices.UK@Brightstar.com

as soon as reasonably possible and in any event within 30 days of the claim incident occurring.

Please comply with the following procedures to obtain authorisation with the minimum delay. Failure to observe these procedures may invalidate **your** claim.

You will be asked to provide **proof of phone ownership** and confirmation that **you** are a member of the scheme.

Theft and accidental loss claims

- For **theft** claims **you** must notify the appropriate police authority within 48 hours of discovery of the incident and obtain a crime reference number or a copy of the police crime report as applicable.
- **Theft** or **loss** of **your mobile phone** must be reported to **your** airtime provider within 7 days of, or as soon as is possible after, the incident to place a bar on the **mobile phone**.

Accidental damage and breakdown claims

- **you** must keep all parts of **your mobile phone** and return them for inspection in accordance with any instructions given by the **claims administrator**.
- the **mobile phone** and relevant parts remain **your** responsibility until they have been received by the **claims administrator**.

Sending your Mobile Phone to the Claims Administrator

Before sending **your** damaged **mobile phone**:

- please ensure that **you** have removed any personal information, saved any documents that **you** may want to keep or transfer, and have unlocked the device so that **our** Claims Technicians can investigate the damage. If the damage is significant and **you** are unable to remove any password control or locking, please advise the **claims administrator**.
- Please deactivate FindmyiPhone or similar functions from **your mobile phone**.

Replacement Equipment

This is not a new for old Insurance.

In the event that **your** claim is authorised and **your mobile phone** is considered by the **claims administrator**, to be beyond economical repair, **we** will replace it with a fully refurbished or new **mobile phone** at **our** discretion. **We** will endeavour to replace **your mobile phone** with the same make, model and colour however this may not always be possible. If the exact make, model or colour is not available or economical, a **mobile phone** of a different colour, comparable specification or equivalent value will be provided.

If **your** claim was for **theft** or loss of **your** original **mobile phone** and it is recovered after a replacement had been provided, the original **mobile phone** must be returned to the **claims administrator**, as this is **our** property. If the original equipment is not sent to **us** upon request, **you** will be invoiced for the replacement.

If a claim form is issued by the **claims administrator**, **you** should complete the form fully and return it to the **claims administrators** within 30 days of the claim incident, or as soon as reasonably possible, together with any requested supporting documentation including:

- details of the payment method for the **excess**, **which** will be collected once **your** claim has been validated.
- police crime reference number (where the incident is **theft**).
- **proof of phone ownership** (including **IMEI number**).
- details regarding any **unauthorised data usage**.
- any other requested documentation.

The **claims administrator** will assess **your** claim, and providing **your** claim is valid, will arrange for the repair or replacement of the **mobile phone** as appropriate.

10. Your statutory right of cancellation

This **mobile phone** insurance forms part of a packaged group of benefits to which **you** have subscribed and have the right to cancel.

Please contact **your** federation to discuss cancellation of **your** overall subscription.

11. Period of Insurance

This is monthly cover which commences on the date specified in the benefits booklet sent to **you** on commencement of cover or renewal.

12. Complaints procedure

a) If you have a query or complaint regarding the way the policy was sold, or the administration of your policy, please contact the **administrator** using the following contact details:

Philip Williams (G Ins) Management Ltd.
35 Walton Road, Stockton Heath,
Warrington,
Cheshire, WA4 6NW

Telephone number: 01925 604421

Email: customer.service@philipwilliams.co.uk

The **administrator** will contact **you** within five days of receiving **your** complaint to inform **you** of what action they are taking. They will try to resolve the problem and give **you** an answer within four weeks. If it will take them longer than four weeks, they will tell **you** when **you** can expect an answer.

b) If **your** complaint is about **your** claim please contact the **claims administrator** at the address below:

Brightstar Insurance Services B.V. (UK Branch), Unit 2, Crewe Logistics Park,
Jack Mills Way,
Shavington, CW2 5XF

Telephone number: 0344 412 0982

Email: PW.InsuranceServices.UK@Brightstar.com

They will contact **you** within three days of receiving **your** complaint to inform **you** of what action is being taken.

They will try to resolve the problem and provide a response within four weeks. If it will take longer than four weeks, they will explain the current position and let **you** know when **you** can expect a response.

Referring your complaint to the Financial Ombudsman Service

If **you** are unhappy with their response to **your** complaint, or **you** have not received a response within 8 weeks of the date they received **your** complaint, **you** may be eligible to refer **your** case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but **you** must do so within 6 months of receiving their final response. Further information can be found at: www.financial-ombudsman.org.uk.

The Financial Ombudsman Service exists to help resolve complaints when **we** have not been able to resolve matters to **your** satisfaction and the service they provide is free and impartial. Their contact details are as follows:

Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange Square,
London, E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline)
0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)
Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect **your** legal rights.

13. Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if the **insurer** is unable to meet its obligation to **you** under this insurance. Further information can be obtained from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

14. Privacy And Data Protection Notice

Please note that 'we', 'our' and 'us' in this notice refer to the **insurer** only.

1. DATA PROTECTION

We are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is AmTrust Europe Ltd. Below is a summary of the main ways in which we process **your** personal data, for more information please visit our website at www.amtrusteurope.com.

2. SENSITIVE PERSONAL DATA

Some of the personal information, such as information relating to health or criminal convictions, may be required by us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in our notice.

3. HOW WE USE YOUR PERSONAL DATA AND WHO WE SHARE IT WITH

We may use the personal data we hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **you** with information, products or services that **you** request from us or which we feel may interest **you**. We will also use **your** data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations.

4. DISCLOSURE OF YOUR PERSONAL DATA

We may disclose **your** personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These include our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, accountants, solicitors/barristers, regulatory authorities, and as may be required by law.

5. INTERNATIONAL TRANSFERS OF DATA

The personal data that we collect from **you** may be transferred to, processed and stored at, a destination outside the European Economic Area ("EEA"). We currently transfer personal data outside of the EEA to the USA and Israel. Where we transfer **your** personal data outside of the EEA, we will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

6. YOUR RIGHTS

You have the right to ask us not to process **your** data for marketing purposes, to see a copy of the personal information we hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask us to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

7. RETENTION

Your data will not be retained for longer than is necessary and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or our business relationship with **you**, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning our use of **your** personal data, please contact:

The Data Protection Officer, AmTrust International - please see website for full address details:

amtrustfinancial.com/amtrustinternational/legal/privacy-and-cookies.