



## POLICY WORDING

**Below is a list of what information this document includes:**

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- Policy Wording
- Definitions
- What is covered
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- Policy Conditions and Limitations
- Policy cancellation
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- What to do if **you** have a complaint
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# IMPORTANT INFORMATION

This insurance product has been specifically designed to provide insurance protection for **your mobile gadget** and meets the demands and needs of individuals permanently resident in the **territorial limits** who have purchased a **mobile gadget** and wish to protect it against **accidental damage, theft, breakdown** and **loss**.

**You** are required to register the details of **your mobile gadget** through the **portal** and pay the premium for the selected option to benefit from the insurance. **Your** cover does not commence until **you** have paid the premium and received confirmation from the **Administrator** that **your mobile gadget** has been registered, except if **your mobile gadget** is a **mobile phone** that is more than 30 days old at the date of registration, in which case **your** cover does not commence until 14 days after **you** have paid the premium and received confirmation from the **Administrator** that **your mobile phone** has been registered

The **mobile gadget** must be in good condition and full working order at the time of registering the **mobile gadget** on the **portal**. If there is evidence that the **accidental damage, theft, breakdown** or **loss** occurred prior to the policy inception date, this will result in **your** claim being refused.

**Please note that there are some exceptions or exclusions relating to the cover provided by this policy and it is therefore important that you read the section headed “What is not covered”.**

**We** have not provided **you** with a personal recommendation as to whether this policy is suitable for **your** specific needs, so **You** must decide for **yourself** whether it is or not. **You** have made a reasoned decision on the basis of the information provided and can cancel this insurance at any time should **you** decide the cover is no longer suitable.

## **PLEASE KEEP YOUR INSURANCE DOCUMENTS SAFE**

Please keep this document in a safe place in case **you** need to read it again or make a claim.

If **you** have any disability that makes communication difficult, please advise the **Administrators** and they will be pleased to help.

# POLICY WORDING

Please read this document carefully and make sure **you** understand fully what is covered and what is not covered, also ensuring **you** comply with all of the policy conditions as a breach of a condition can invalidate **your** policy and may mean that any claims made will not be paid.

If any of the details are incorrect please contact the **Administrator** immediately.

## Evidence of Cover

This document and **your** Insurance Schedule are **your** full insurance policy documents. In return for payment of the premium the **Insurer** will insure **you** in accordance with the terms and conditions stated in these documents

## About your insurance

### This insurance is offered by:

Insync Insurance Solutions Ltd is authorised and regulated by the Financial Conduct Authority under registration number 766691, registered company number 08810662 in England and Wales at Midland House, 2 Poole Road, Bournemouth, Dorset, BH2 5QY. The trading address is 9 Albany Park, Cabot Lane, Poole, Dorset BH17 7BX. Mobiru is a registered trademark of Insync Insurance Solutions Ltd.

## This Policy is underwritten by Great American International Insurance (UK) Ltd

This policy is underwritten by Great American International Insurance (UK) Ltd who are part of the Great American Insurance Group. Great American International Insurance (UK) Limited, registered at 32 Queen Square, Bristol, BS1 4ND is registered in England as Company Number 02714031, is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority (under registration number 202874).

This can be confirmed at <http://www.fca.org.uk/register> or by contacting the Financial Conduct Authority on 0800 111 6768

## Your policy is administered by:

Insync Insurance Solutions Ltd who are authorised and regulated by the Financial Conduct Authority under registration number 766691, registered company number 08810662 in England and Wales at Midland House, 2 Poole Road, Bournemouth, Dorset, BH2 5QY. The trading address is 9 Albany Park, Cabot Lane, Poole, Dorset BH17 7BX.

## Claims are administered by:

The Replacement Service Ltd, a company incorporated in England and Wales (Company Number 04102432) whose registered office is at New Alphabet House, Carden Street, Worcester, Worcestershire WR1 2AT. The claims **Administrator** is appointed by the **Insurer** and has entered into a separate agreement with the **Insurer** to provide the claims administration services on behalf of the **Insurer**.

## Introduction

This insurance policy provides insurance for **your mobile gadget** whilst **your** policy is in force subject to the terms, conditions, and limitations shown below.

## Period of Cover

If **your mobile gadget** is a **mobile phone** that is more than 30 days old at the date of registration, cover does not commence until 14 days after **You** register the detail of **your mobile phone** on the **portal** and pay the premium. This 14 day deferral period only applies once to each **mobile phone** newly registered on the **portal**.

**Monthly Policy** - The insurance starts at the time **you** register the detail of **your mobile gadget** on the **portal** and pay the premium, unless **your mobile gadget** is a **mobile phone** that is more than 30 days old at the date of registration, in which case cover commences 14 days after registration and payment of the premium. The insurance lasts for 1 month at a time and renews for each month **you** continue to pay the premium.

**Annual Policy** - The insurance starts at the time **You** register the detail of **your mobile gadget** on the **portal** and pay the premium, unless **your mobile gadget** is a mobile phone that is more than 30 days old at the date of registration, in which case cover commences 14 days after registration and payment of the premium. The insurance ends automatically after 12 months unless **you** renew it.

If **You** upgrade or change **your mobile phone**, coverage will start on **your new mobile phone** 14 days after **you** register the new details on the **portal**.

## DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in **your** policy document and are shown in **bold italics** throughout.

### Accessories

means hand portable ancillary items; carrying cases, battery chargers, hands-free and mounting kits, connection cables, and earpieces purchased at the same time as **your mobile gadget** and evidenced on the same **proof of purchase** as **your mobile gadget** subject to a maximum overall limit of £150 including VAT.

### Accidental damage

means the sudden and unforeseen damage to **your mobile gadget** not otherwise specifically excluded under this policy.

### Administrator

means Insync insurance Solutions whose trading address is 9 Albany Park, Cabot Lane, Poole, Dorset BH17 7BX or for claims means The Replacement Service Ltd whose registered office is at New Alphabet House, Carden Street, Worcester, Worcestershire WR1 2AT Telephone: 01905 691100 or Email: [Mobiru@trsclaims.co.uk](mailto:Mobiru@trsclaims.co.uk)

### Authorised User

Means **your** authorised employee, if the **Insured Person** is a business or commercial enterprise. Evidence of employment status may be required in the event of a claim.

## Breakdown

means the internal failure or burning out of any part of **your mobile gadget** whilst in ordinary use arising from internal electronic, electrical or mechanical defects causing sudden stoppage of the function of **your mobile gadget** and necessitates immediate repair before it can resume normal operation.

## Computer virus

means a self-replicating program that spreads by inserting copies of itself into other executable code or documents, that is loaded onto **your mobile gadget** without **your** knowledge and runs against **your** wishes

## IMEI Number

means the international mobile equipment identity number which is the unique identification number that will be used to identify the **mobile gadget** if it is a **mobile phone** or connected tablet.

## Insurance Schedule:

means the document which confirms the insurance cover, the premium **you** have paid, the period of insurance, policyholder details and the **mobile gadget** on cover.

## Insured Person:

The owner of the covered **mobile gadget** as evidenced by the **proof of purchase**. Where the **Insured Person** is a business, this must be clear in the **proof of purchase**.

## Insurer:

means Great American International Insurance (UK) Limited, registered at 32 Queen Square, Bristol, BS1 4ND registered in England as Company Number 02714031, authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority (under registration number 202874).

## Left Unattended

means not within **your** sight at all times and out of **your** arms-length reach, other than when in a locked room or locked cupboard.

## Loss

means that the **mobile gadget** has been accidentally lost by **you** and **you** are now permanently deprived of its use.

## Mobile gadget

means the single mobile phone, tablet, laptop or MacBook and parts or accessories thereof which are no more than 30 months old at the time of registration on the **Portal** and payment of the premium. The **Mobile gadget** must be owned by the **Insured Person**. In the event of a claim this must be evidenced by the relevant **Proof of Purchase**. The **Insured Person** must register their details and those of their **Mobile gadget**, including the **IMEI Number** for mobile phones or connected tablets, using the **Portal**. The **Mobile gadget** must be fully operational at the time of inception and free from any fault or damage.

## Mobile phone

means the single hand portable cellular telephone (including iPhones) as evidenced by an original **proof of purchase** or exchange, showing details of the **mobile phone** purchased as new or refurbished from a UK VAT registered company supplied with full UK consumer rights and warranties (excluding online auctions), or supplied as a replacement by our claims **administrator**, which is no more than 30 months old at the time of registration on the **portal**. Where the **Insured Person** is a business, this must be clear in the **proof of purchase**.

## Portal

means a **web** based registration system, provided and managed by the **Administrator**.

## Proof of Purchase

means the original purchase or exchange receipt provided at the point of sale that gives details of **your mobile gadget** purchased as new or refurbished from a UK VAT registered company supplied with full UK consumer rights and warranties (excluding online auctions), or supplied as a replacement by our claims **administrator**, or similar documents that provide proof that **you** own the **mobile gadget** and that the **mobile gadget** was within the age limit required at inception of this policy. If the **mobile gadget** was gifted to **you**, the proof of **purchase should** include signed confirmation from the original purchaser acknowledging **you** own the item, including the following details:

IMEI number if applicable;

Make, model and serial number;

Sale price;

Confirmation that the **gadget** was in full working order at the time **you** received it

## Territorial Limits

means the United Kingdom.

## Theft

means the unauthorised dishonest taking of **your mobile gadget** by a third party with the intention of permanently depriving **You** of it, as confirmed by a Police crime report. **Theft** claims must be accompanied by a valid Police crime reference. Lost property reports and numbers will not be accepted in support of a **theft** claim.

## We, us, our

means the **Insurer**.

## You, your, yourself

means the **Insured Person** who purchased the **mobile gadget** (over the age of 16) covered by this policy as stated on **your Insurance Schedule**.

# WHAT WE WILL COVER

(subject to the exclusions shown later)

## Accidental Damage

We will repair or replace **your mobile gadget** if it is damaged as a result of **accidental damage**, providing the **mobile gadget** is returned to **us** or our nominated repairer. If **you** are a business or commercial entity, **your mobile gadget** must have a protective case appropriate for the working environment in which it will be used.

## Breakdown

We will repair or replace **your mobile gadget** if it suffers **breakdown**, providing the **mobile gadget** is returned to us or our nominated repairer. Please note that this cover is not available for Laptops and MacBooks and only applies for covered **mobile gadgets** if the **breakdown** occurs outside the manufacturer's guarantee period.

## Loss

In the event **You** or an **Authorised user** accidentally lose **your mobile gadget** it will be replaced (in respect of a valid **loss** claim).

## Theft

In the event of **theft** of **your mobile gadget** it will be replaced (in respect of a valid **theft** claim).

## Worldwide Cover

This insurance covers **your mobile gadget** bought and used in the **Territorial Limits** but cover is also extended to use anywhere in the world (excluding Cuba and Iran), for up to a maximum of 30 consecutive days, in any 12 month period.

# WHAT WE WILL NOT COVER

## Deferral Period

The insurance starts at the time **You** register the detail of **your mobile gadget** on the **portal** and pay the premium, unless **your mobile gadget** is a **mobile phone** that is more than 30 days old at the date of registration, in which case there is a 14 day **deferral period** and cover commences 14 days after registration and payment of the premium.

## Policy excess

There is a policy excess applicable to **your mobile gadget** in respect of each and every claim (this is the amount **you** must contribute towards **your mobile gadget** that is subject to a claim). This excess must be paid when **your** claim has been approved.

The excess amount applicable in respect of each **mobile gadget** claim covered under this policy varies depending on the value of **your mobile gadget**. For values less than £500 the excess applicable is £50 and for values greater than £500, the excess applicable is £100.

## Theft and Loss exclusions:

### Your claim will not be paid:

unless a Police crime report is provided in support of the **theft**. Lost property reports will not be accepted in support of **your** claim.

where **your mobile gadget** has been stolen from any motor vehicle, unless the vehicle is locked and all protections are in operation and **your mobile gadget** is concealed out of sight so that forced and violent entry into the vehicle is required. Evidence of the thief's damage to the vehicle must be provided with **your** claim;

for **theft** of **your mobile gadget** if it is **left unattended** in a public place or a place to which the public has regular access.

where **your mobile gadget** has been stolen from any premises unless force, resulting in damage to the premises, was used to gain entry or exit. A copy of the repairer's account for such damage must be supplied with **your** claim;

### General exclusions (applying to all cover provided under this policy):

#### We will not pay for:

any claim unless **You** have paid the premium and registered details of **your mobile gadget** through the **portal** and the **Administrator** has confirmed details to **you**.

any claim where the **mobile gadget** is in possession of anyone other than **You** or an **Authorised user**

any claim for malicious damage which was caused by **you**.

the first £50 for each and every claim where the **mobile gadget** value is less than £500 or £100 for each and every claim where the **mobile gadget** value is greater than £500 (policy excess).

any claim where the **proof of purchase** cannot be provided.

any claim where **your mobile gadget** is older than 30 months at the time of registration on the **portal** as evidenced by the relevant **proof of purchase**.

the cost of any calls made from **your** mobile gadget.

the cost of unauthorised usage of or from **your** mobile gadget.

any kind of damage whatsoever unless the damaged **mobile gadget** is provided for repair.

any claim for **accessories** which are not attached to **your mobile gadget** at the time of the incident resulting in a valid claim.

the VAT element of any claim if **You** are registered for VAT.

any consequential **loss** or any other costs that are indirectly caused by the event which led to **your** claim, unless specifically stated in this document.

**loss, theft** or damage to SIM or memory cards in isolation (unless it accompanies a valid claim for **your mobile gadget**).

any cosmetic damage only to **your mobile gadget** that has no effect on the gadgets functionality, to include marring, scratching and denting.

any repairs or other costs for repairs carried out by anyone not authorised by **us**.

any software or firmware failures.

any **loss**, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any **computer virus** or similar mechanism or as a result of any failure of the Internet, or **loss** of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the **loss**.

the cost of maintenance, overhaul or modification or damage resulting from maintenance, overhaul or modification.

any damage to data carrying material.

any external data carrying materials and any computer program or data information recorded thereon unless stated above.

the costs of rectifying programming errors or design defects in software.

Any **loss** of use or functionality as a result of software upgrades or patches.

any expenditure in consequence of the use by **you** of software in respect of which development has not been finalised or which has not passed all testing procedures or which has not been successfully proven.

any damage or destruction caused by, contributed to or arising from:

screen burn or related **losses**.

**wear** and tear or gradual deterioration of performance.

using **your mobile gadget** for purposes other than those in the users' manual.

any claim resulting from 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.

any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

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.

any fraudulent claim as outlined in the Claims Procedure.

# CONDITIONS AND LIMITATIONS

## VAT

In the event that **You** are a VAT registered business or commercial entity, any claim settlement will be paid net of VAT.

### Claims Procedures (failure to observe these may invalidate your claim)

#### In the event of any incident likely to give rise to making a claim, you must:

register the claim using the claim form on the **portal** as soon as reasonably possible following the discovery of the incident but in any event no later than 30 days (or in the event of the incident occurring outside of the United Kingdom as soon as reasonably possible following **your** return to the United Kingdom). Exceptional circumstances causing **your** delay in reporting **your** claim and where there is no additional **loss** to us may be considered.

report the **theft** or **loss** of **your mobile gadget** to **your** network provider as soon as reasonably possible following the discovery of the incident so they can blacklist **your mobile gadget**.

report the **theft** or **loss** of **your mobile gadget** to the Police as soon as reasonably possible following the discovery of the incident and obtain a crime reference number in support of a **theft** claim and a lost property number in support of a **loss** claim and a copy of the police report.

complete and return any claim form, or submit a claim form, as directed by the **Administrator** within 30 days of **You** reporting the claim to us with any other requested documentation.

## Replacement Equipment

In the event that **your** claim is authorised and **your mobile gadget** is replaced, **we** will replace it with an identical fully refurbished or new (where a refurbished item is not available) item. This is not a new for old insurance. Should this not be possible the **Administrator** will replace it with a fully refurbished or new **mobile gadget** (where a refurbished item is not available) of a comparable specification or the equivalent value.

Please note wherever possible **your mobile gadget** will be replaced with equipment with the same colour or finish, however, where this is not possible or economical, an alternative colour/finish will be provided.

Where replacement equipment has been issued and the original **mobile gadget** is recovered, the original **mobile gadget** becomes our property and must be returned to the **Administrator** immediately. Please call the **Administrator** on 01905 691100 (local rate call) and they will arrange for the item to be returned back to them.

Repairs - In the event that **your** claim is authorised and **your mobile gadget** is repaired it may be repaired with refurbished or unbranded parts

If **your** existing accessories are not compatible with the replacement item **we** have provided **we** will cover the cost of replacing the accessories, up to £150 including VAT, on production of **your** original purchase receipt for these.

## Limit of Liability

means the maximum payment per claim for registered **Mobile gadgets** of up to £1500 for mobile phones, £1250 for tablets and £2,500 for laptops and MacBooks, subject to the value band **You** selected. Accessories are covered up to a limit of £150.00 per claim and must have been purchased at the same time as the **Mobile gadget**.

## Fraud

**You** need to provide us with accurate and up-to-date information if **we** are to provide insurance cover for **You** or **your** property.

**You** need to provide us with accurate and up-to-date information if **You** are making a claim under **your** own policy.

Failure to provide sufficient information may prevent us from providing cover or, if **You** are making a claim, may delay the processing of **your** claim. The provision of false information may mean that a claim made by **You** under the policy will not be paid and may possibly result in criminal prosecution for fraud.

The **Administrator** employ a dedicated team of fraud specialists. If any fraudulent or misleading claim is made or if any fraudulent or misleading means or devices are used under this insurance, **You** will not be allowed to continue with **your** claim and **your** policy will be cancelled with immediate effect from the date of the fraudulent action.

The **Administrator** will be entitled to instruct an investigation into **your** claim and recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. The police will also be informed and/or any law enforcement agency about the circumstances of any fraudulent claims. **Your** Insurer may also prosecute those who make fraudulent or misleading claims.

## Choice of Law

This insurance will be governed by English Law, and **You** and **we** agree to submit to the exclusive jurisdiction of the courts of England and Wales, unless **You** reside in Scotland or Northern Ireland, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction.

# POLICY CANCELLATION

**You** may cancel the cover and receive a full refund at any time during the first 14 days (the “cooling off period”) unless **You** have made a claim, by notifying the **Administrator** by email or by calling telephone number 0330 124 0730 (local rate call). **You** may cancel the cover at any time after the cooling off period by giving 14 days’ notice to the **Administrator**. If the coverage is monthly, there will be no return premium due **however** if the coverage is Annual, provided the premium has been paid in full and **You** have not made a claim **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period.

**We** may also cancel this cover by giving **You** 14 days’ notice to **You** at **your** last known address. If **we** do cancel this cover and **You** have taken out an annual policy, provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period.

# MID-TERM ADJUSTMENTS

changing *your mobile gadget* or personal details

Should **You** decide to replace **your mobile gadget** with a new **mobile gadget** whilst **your** insurance is in force, the benefit of the insurance may be transferred provided the replacement **mobile gadget** is under 30 months old at the time. **You** must update details of the new **mobile gadget** through the **portal**. If **your mobile gadget** is a mobile phone that is more than 30 days old at the date of registration, cover commences 14 days after registration of the new details through the **portal**.

If **You** make any claim **You** will need a purchase invoice or **proof of purchase** showing details of the replacement **mobile gadget**.

In the event that any of **your** personal details change, such as address, email or contact numbers, please update **your** details through the **portal**

# WHAT TO DO IF YOU HAVE A COMPLAINT

## **In relation to the policy sales process and policy administration:**

It is always the intention to provide **You** with a first class service. **However**, if **You** are not happy with the sales service, please write to the Customer Relations Manager of Insync Insurance Solutions Limited.

Their contact details are:

FAO: Customer Relations Manager Insync Insurance Solutions Ltd  
9 Albany Park Cabot Lane Poole  
Dorset BH17 7BX Tel: 0330 124 0730  
E-mail: [complaints@insyncinsurance.co.uk](mailto:complaints@insyncinsurance.co.uk)

**In relation to the claim handling service:**

It is always the intention to provide **You** with a first class service. However, if **You** are not happy with the claim handling service, please write to the Customer Relations Manager of the **Administrator**:

Their contact details are:

FAO: Customer Relations Manager The Replacement Service Ltd.,  
New Alphabet House,  
Carden Street,  
Worcester,  
Worcestershire WR1 2AT  
Tel: 01905 691100 (local rate call)  
E-mail: Mobiru@trsclaims.co.uk

**We** will acknowledge **your** complaint within 2 working days. **You** have the right to refer **your** complaint to the Financial Ombudsman Service at any time:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR, United Kingdom.  
Telephone: 03001239123.

For calls outside of the UK, please call 0044 207 964 1000.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).  
**Web** Address: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## ECONOMIC OR TRADE SANCTIONS

No cover or benefit shall be provided, and no sum shall be payable under this policy to the extent that providing or paying it would directly or indirectly put us or our ultimate parent company in breach of any applicable economic or trade sanction laws or regulations.

# DATA PROTECTION

Great American International Insurance (UK) Limited and other companies within the Great American Insurance Group may use the personal and business details **You** have provided or which are supplied by third parties including, but not limited to, any details of directors, officers, partners and employees (whose consent **You** must obtain) to:

- assess financial and insurance risks;
- provide **You** with a quotation, administer **Your** policy and to handle and validate claims;
- search credit reference, credit scoring and fraud agencies who may keep a record of the search;
- share with other insurance organisations to help offset risks, for statistical analysis and to prevent and detect fraud
- develop Our services, systems and relationships with **You**.

**We** do not disclose **Your** information to anyone outside the Group except:

- where **We** have **Your** permission;
  - where **We** are required or permitted to do so by law;
  - to credit reference and fraud prevention agencies and other companies that provide a service to Us
  - where **We** have transfer rights and/or obligations under Our arrangement with **You** or at law.
- We** will not retain **Your** information for any longer than is necessary.

## Sensitive Information

Some of the information **We** ask **You** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to carry out the services described in **Your** policy documents. Please ensure that **You** only provide Us with sensitive information for which **You** have obtained explicit consent from the individual concerned.

Under the Data Protection Act 1998 individuals are entitled to request, subject to a small fee, a copy of all personal information Great American International Insurance (UK) Limited holds about them. If **You** have any questions, or **You** would like to find out more about this notice **You** can write to:

Great American International Insurance (UK) Limited  
32 Queen Square  
Bristol  
BS1 4ND

Finally, all calls may be recorded for training and monitoring purpose

