



# **Corporate Mobile Phone Insurance**

## **Policy of Insurance**

## INTRODUCTION

This Corporate Mobile Phone Insurance is arranged by Acumen Insurance Services Limited and is underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No. SE000083. Registered Office: Plantation Place 30 Fenchurch Street, London, EC3M 3AJ.

Acumen Insurance Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

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## DEFINITIONS

The following words shall have the meanings given below wherever they appear in bold and with a Capital Letter:

### **Accessories**

Chargers, carrying cases, headphones and hands-free mounting kits, USB cables but excluding a SIM Card that were supplied with **Your** Electronic Equipment.

### **Accidental Damage**

The unintentional and unforeseen breakage or destruction of **Your Mobile Phone**, with visible evidence of an external force being applied and which results in the **Mobile Phone** being unusable. This includes liquid damage.

### **Breakdown**

The failure of any electrical or mechanical component in **Your Mobile Phone** due to a sudden and unforeseen fault, which causes **Your Mobile Phone** to stop working in the way the manufacturer intended and which requires repair or replacement before the **Mobile Phone** can be used again.

### **Claim Limit**

The most **We** will pay on any claim, as detailed in **Your** policy certificate.

### **Commencement Date**

The date **Your** cover begins with **Us**, as detailed in **Your** policy certificate.

### **Cosmetic Damage**

Any damage which is non-structural, for example scratches, dents and marks, which does not affect the usage of the **Mobile Phone**.

### **End Date**

The date that all cover under **Your** policy will cease unless **You** advise **Us** that **You** wish to renew **Your** insurance with **Us**.

### **Excess**

The amount **You** will be required to pay towards each claim **You** make under this policy and which will be detailed on **Your** policy certificate.

### **Immediate Family**

**Your** husband, wife, civil partner, partner, children, adopted children, foster children or parents, who permanently live in **Your** home.

### **Loss**

Where the **Mobile Phone** has been accidentally left by **You** in a location and **You** are permanently deprived of its use.

### **Mobile Phone**

**Your** hand held portable mobile telephone, excluding accessories and car kit, which is identified on **Your** certificate schedule and which belongs to **You**, as evidenced by an original proof of purchase.

## Period of Insurance

The period of time between the **Commencement Date** and the **End Date** which is shown on **Your** policy certificate and that the policy will be in force for.

## Proof of Purchase

The original purchase receipt provided at the point of sale that gives details of the **Mobile Phone** purchased, or similar documents that provide proof that **You** own the **Mobile Phone**.

## Reasonable Precautions

All measures that would be deemed appropriate to expect a person to take in the circumstances to prevent **Loss**, damage or **Theft** of **Your Mobile Phone**. This would include but not limited to not using **Your Mobile Phone** near water or having it on **Your** person whilst playing a contact sport.

## Replacement Item

An identical item of equipment of the same age and condition or if not available, one of comparable specification or the equivalent value taking into account the age and condition of the original item of **Mobile Phone**.

## Terrorism

Any act including but not limited to the use, or threat, of violence or force by any person or organisation involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

## Theft

The unlawful taking of **Your Mobile Phone** against **You** will by another party, with the intent to permanently deprive **You** of that property, or burglary by forcible and violent entry.

## Unattended

Not within **Your** sight at all times and out of **Your** arms-length reach.

## Unauthorised Calls, Texts or Data Use

Any calls, texts or data use made from **Your Mobile Phone** after the time that it was lost or stolen, to the time that it was blacklisted by **Your** airtime provider.

## We, Us, Our, Insurer

UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE.

## You, Your

Means the company or partnership who owns the **Mobile Phone** covered by this policy as stated on the policy certificate.

## WHAT IS COVERED

In return for **Your** premium payment **We** will insure **Your Mobile Phone** for the **Period of Insurance** as stated on **Your** policy certificate, subject to the terms and conditions in this document and any variations and amendments which have been confirmed in writing by **Us**. Please read **Your** policy carefully to ensure

You understand the cover We are providing You and that You comply with Our terms and conditions.

## BASIS OF COVER

### A) Accidental Damage

We will pay the costs of repairing Your Mobile Phone as a result of Accidental Damage. If We are unable to economically repair Your Mobile Phone then, at Our discretion, a Replacement Item will be provided by Us.

### B) Theft (This section only applies if shown on Your policy certificate)

We will replace Your Mobile Phone with a Replacement Item if it is stolen. Where only part or parts of Your Mobile Phone have been stolen, We will only replace that part or parts.

### C) Loss (This section only applies if shown on Your policy certificate)

If You lose Your Mobile Phone, We will replace it with a Replacement Item.

### D) Breakdown

If a Breakdown of Your Mobile Phone occurs outside of the manufacturer's guarantee or warranty period, We will pay the repair costs. If We are unable to economically repair Your Mobile Phone then, at Our discretion, a Replacement Item will be provided by Us.

### E) Liquid Damage

We will repair or provide a Replacement Item for Your Mobile Phone if it is damaged as a result of accidentally coming into contact with any liquid.

### F) Unauthorised Calls, Texts or Data Use

Where Your item of Mobile Phone is a device where You are charged for Unauthorised Calls, Texts or Data Use and it is lost or stolen, We will refund the cost of any calls, texts or data used after the time it was lost or stolen to the time it was blacklisted by Your airtime provider. This is subject to You providing an itemised bill. The maximum We will pay for any one occurrence is £100.

## WHAT IS NOT COVERED

- Any claim for Accidental Damage caused by:
  - Deliberate damage or neglect of the Mobile Phone;
  - Failure on Your part to follow the manufacturer's instructions;
  - Inspection, maintenance, routine servicing or cleaning.
- Any claim for Theft:
  - Where the Theft has occurred from any motor vehicle where You or someone acting on Your behalf is not in the vehicle, unless the Mobile Phone has been concealed in a locked boot, locked glove compartment or other locked internal compartment and all the vehicle's windows and doors were closed and locked and all security systems had been activated;
  - From any premises, building, land or vehicle unless force, resulting in damage to the building, premises or vehicle was used to gain entry or exit;
  - Where the Mobile Phone has been left Unattended when it is away from Your home;

- d. Where **Reasonable Precautions** have not been taken.
3. Any claim for **Loss**:
  - a. Where the **Mobile Phone** has been left **Unattended** when it is away from **Your** home;
  - b. Where **Reasonable Precautions** have not been taken.
4. Any claim for **Unauthorised Calls, Texts or Data Use** where the **Theft** or **Loss** has not been reported to **Your** airtime provider within 12 hours of the **Theft** or **Loss** occurring.
5. Repairs or any other costs for:
  - a. Cleaning, inspection, routine servicing or maintenance;
  - b. **Loss** or damage arising from a manufacturer's defect or recall of the **Mobile Phone**;
  - c. Replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
  - d. Any repairs carried out without prior authorisation from **Us**;
  - e. Wear and tear to the **Mobile Phone** and/or gradual deterioration of performance;
  - f. **Cosmetic Damage**.
6. Any claim if the serial number, IMEI (international mobile equipment identity) or simgate has been tampered with in any way;
7. Any claim made, or any event causing the need for a claim to be made, that occurs within the first 14 days of the **Commencement Date** of the policy, or within 14 days of the change or addition of **Mobile Phone** to **Your** policy for any **Mobile Phone** added or amended during the **Period of Insurance**;
8. Any claim for the **Mobile Phone** which has not been used for its core purpose since the inception of **Your** policy, or since it was added to **Your** policy, as verified by **Your** airtime provider;
9. Any claim where the **Mobile Phone** has not been used in the first 14 days after the **Commencement Date** or within 14 days of the change or addition of **Mobile Phone** to **Your** policy for any **Mobile Phone** added or amended during the **Period of Insurance**;
10. Any repair or replacement if a SIM card registered to **You** was not in the insured mobile phone or **Mobile Phone** at the time of the **Accidental Damage, Theft, Breakdown**, or liquid damage;
11. Any **loss** of a SIM (subscriber identity module) card;
12. Any expense incurred arising from not being able to use the **Mobile Phone**, or any costs other than the repair or replacement costs of the **Mobile Phone**;
13. **Accidental Damage, Theft, Loss, Breakdown** or liquid damage to **Accessories** of any kind;
14. Any **Breakdown** arising from the failure of any electrical or computer equipment, software, micro-controller, microchip, **Accessories** or associated equipment to correctly recognise and process any calendar date or time;
15. Reconnection costs or subscription fees of any kind;
16. Costs arising from the replacement of any personalised ring tones, graphics, downloaded material or software;
17. Any other costs that arise directly or indirectly from the event which led to **Your** claim unless specifically stated in this policy;
18. Items purchased from an on-line auction site;
19. Any costs for **Loss** or damage to information or data or software contained in or stored on the **Mobile**

**Phone** whether arising as a result of a claim paid by this insurance or otherwise;

20. Any other costs that arise directly or indirectly from the event which led to **Your** claim unless specifically stated in this policy;
21. Liability of whatsoever nature arising from ownership or use of the **Mobile Phone**, including any illness or injury resulting from it;
22. Value Added Tax (VAT) where **You** are registered with HM Revenue & Customs for VAT;
23. Claims arising from **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;
24. Claims arising from 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;
25. Claims arising from damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
26. This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) 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.

However, in the event that a peril listed below results from any of the matters described in paragraph (23) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril. Listed Perils: Fire, Explosion.

## REPLACEMENT CONDITION

This policy is for replacement only and is not a replacement as new policy. If **Your Mobile Phone** cannot be replaced with an identical item of **Mobile Phone** of the same age and condition, **We** will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original item of **Mobile Phone**. Cover is limited to one replacement per year per item, up to the amount specified in **Your** policy certificate.

## POLICY CONDITIONS AND LIMITATIONS

1. Cover is limited to 3 claims during any single **Period of Insurance**.
2. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.
3. This insurance only covers **Mobile Phones** bought new with a valid invoice/receipt and used in the UK, the Isle of Man and the Channel Islands. Cover includes the use of the **Mobile Phone** anywhere in the world up to a maximum of 90 days in total, in any single 12 month period. Any repairs or replacements

must be carried out in the UK by repairers or retailers approved by **Us**.

4. The **Mobile Phone** must be less than 18 months old at the **Commencement Date** of the insurance with valid **Proof of Purchase**. All items must have been purchased as new and must be in full working order at the **Commencement Date** of this policy. If bought within the UK, it must be from a UK VAT registered company. If bought outside the UK, a valid receipt must be provided at claim stage.
5. **You** must provide **Us** with any receipts, **Proof of Purchase** or documents to support **Your** claim that are reasonable for **Us** to request. All **Proof of Purchase** must include the make, model and serial number of the **Mobile Phone** and must be in **Your** name. If **We** do not receive the documents **We** have requested from **You** or if any documents submitted by **You** are not acceptable to **Us**, it may delay **Your** claim or **We** may decline to pay **Your** claim.
6. **We** may need to change the terms and conditions of **Your** policy and or **Your** premium. **We** will give **You** 30 days written notice of any change **We** intend to make. Only changes formally made by **Us** and advised to **You** in writing are accepted as terms under this policy; no other parties have any jurisdiction to change or agree any different terms. In the event of any claim, **You** are responsible for the payment of any outstanding premium for that policy **Period of Insurance**.
7. **We** may cancel **Your** policy at any time by giving **You** 14 days notice in writing. If **We** cancel **Your** policy and **You** have not made any claim and if **You** have paid the annual premium, **You** will be entitled to a pro-rata refund. This means that a refund will be given for every complete month of the policy remaining from the date 14 days after **You** receive **Our** written notice of cancellation. If **You** are paying **Your** annual premium by monthly instalments, **We** will not collect any further instalments after **You** receive **Our** written notice of cancellation.
8. **You** must take all **Reasonable Precautions** to prevent any **Loss** or damage to **Your Mobile Phone**.
9. In respect of policies paid by monthly instalments, if the direct debit premium payment is cancelled or unsuccessful at any given point, no benefits under this policy shall be due whatsoever.
10. **We** will process **Your** claim under the terms and conditions of this insurance based on the first reason notified to **Us** for the claim. Please note that it may be necessary for **Us** to contact **Your** airtime provider in order to validate **Your** claim.
11. This cover is limited to one replacement per insured item per **Period of Insurance**.
12. Cover for **Your Mobile Phone** applies to **You** as the person who purchased the policy and **Your Immediate Family**.
13. The benefits of this policy cannot be transferred to someone else or to any other **Mobile Phone** without **Our** written permission.

## HOW TO CLAIM

**You** must:

1. Notify Trent-Services (Administration) Ltd on 01285 626020 or [claims@trent-services.co.uk](mailto:claims@trent-services.co.uk) as soon as possible after any incident likely to result in a claim under this insurance;
2. Report the **Theft** or **Loss** of **Your** mobile phone within 12 hours of discovery of the **Loss** or the occurrence of the **Theft**, to **Your** airtime provider and instruct them to blacklist **Your** handset;
3. Report the **Theft** or **Loss** of **Your Mobile Phone** to the police within 24 hours of discovery and obtain a



crime reference number in relation to the **Theft** of the item, and a lost property number in relation to the **Loss** of the item;

4. If **We** replace **Your Mobile Phone**, the ownership of the damaged or lost item is transferred to **Us** once **You** have received the **Replacement Item We** have supplied. If the **Mobile Phone You** have claimed for is returned or found, **You** must notify **Us** and send it to **Us** if **We** ask **You** to.
5. Before **Your** claim can be settled, **You** must pay the **Excess**.

UK General Insurance Ltd is an insurer's agent and in the matters of a claim act on behalf of the **Insurer**.

## CANCELLATION

**We** hope **You** are happy with the cover this policy provides. However, if after reading this policy this insurance does not meet with **Your** requirements, please return it to Acumen Insurance Services Limited within 14 days of issue and **We** will refund **Your** premium. Thereafter **You** may cancel the insurance cover at any time by writing to the administrator, whereupon the premium **You** have already paid to **Us** will be refunded on a pro-rata basis for each complete month of the policy which remains. Cancellations will not be backdated. Where **You** have made a claim and wish to cancel **Your** policy **You** will not be entitled to a pro-rata refund.

The **Insurer** shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms & conditions

Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

## MAKING YOURSELF HEARD

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 claims:

In writing to:

Trent-Services (Administration) Ltd  
Trent House  
Love Lane  
Cirencester  
Gloucestershire  
GL7 1XD

By telephone to: 01285 626020

By email to: [claims@trent-services.co.uk](mailto:claims@trent-services.co.uk)

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference 06003.

If **your** complaint about **your** claim cannot be resolved by the end of the next working day, TrinityM Ltd will pass it to:

Customer Relations Department  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ

Tel: 0345 218 2685

Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

### **Complaints regarding the sale of the policy:**

If **You** wish to lodge a complaint against any aspect of CoverCloud's service in the sale of **Your** policy please contact **Us** as follows:-

In writing to:

Acumen Insurance Services  
Tourism House  
Woodwater Park  
Pynes Hill  
Exeter  
Devon  
EX2 5WS

By telephone to: 0345 812 0030

By email to: [admin@covercloud.co.uk](mailto:admin@covercloud.co.uk)

We will acknowledge receipt of your complaint within one working day and do our best to resolve the problem within 4 weeks. Please quote our policy reference in any communication to enable us to deal with matters as quickly as possible. If we cannot we will let you know when an answer may be expected. We expect the majority of complaints will be quickly and satisfactorily resolved at this stage.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

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

Tel: 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

## COMPENSATION SCHEME

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS by calling them on 0800 678 1100 or 020 7741 4100 or visit [www.fscs.org.uk](http://www.fscs.org.uk).

## CONSUMER INSURANCE ACT 2012

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) Supply accurate and complete answers to all the questions **We** or the administrator may ask as part of **your** application for cover under the policy;
- b) To make sure that all information supplied as part of **your** application for cover is true and correct;
- c) Tell **Us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

## DATA PROTECTION ACT 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.