



# Smartphone, Gadget and Laptop Insurance Policy Document

Please contact the *administrator* by email at [admin@covercloud.co.uk](mailto:admin@covercloud.co.uk) or by phone on 0345 812 0030 if *you* need any documents to be made available in braille and/or large print and/or in audio format.

# Introduction

## About Your Insurance

Welcome to *your Gadget Insurance Policy Document*.

This insurance can protect *you* if *your gadget* is accidentally damaged, lost or stolen or it suffers a mechanical or electrical breakdown outside of the manufacturer's guarantee period. Which of the coverages on page 4 apply depends on the cover level *you* selected when purchased, which is shown on *your Policy Schedule*.

Please take time to read the "Important Information" section on this page. It tells *you* about things *you* need to check and the actions *you* need to take. It also contains details of the gadgets *you* can insure and the amount *you* must contribute when *you* make a claim (the excess), as well as information about the insurer's right to change *your* cover or premium.

This insurance was arranged by CoverCloud Insurance. CoverCloud Insurance is a trading style of Acumen Insurance Services Limited, an appointed representative of Maintenance Assist Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA) Register number 516611. Acumen Insurance Services Limited is also a member of the same group as Crispin Speers & Partners Ltd, St. Clare House, 30-33 Minories, London EC3N 1PE, which is a Coverholder at Lloyd's.

Acumen Insurance Services Limited administers this insurance and is referred to as the *administrator* in this Policy Document. The insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited. Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Lloyd's Syndicate 4444 is referred to as "*we*", "*us*" and "*our*" in this Policy Document.

Some words and phrases in this Policy Document and on *your Policy Schedule* will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in *italics*. They are all listed and explained in the "Definitions" section which can be found on page 9 of this Policy Document.

All insurance documents and all communications with *you* about this policy will be in English.

### How to Make a Claim

To make a claim, please log in to *your* online account at:

**[www.covercloud.co.uk/claims](https://www.covercloud.co.uk/claims)**

If you require assistance, you can contact customer services on 0345 812 0030. Lines are open 9am to 5.30pm (Monday to Friday).

## The Insurance Contract

This Policy Document and *your Policy Schedule* are *your* insurance documents and together they make up the contract between *you* and *us*. It is important that *you* read this Policy Document carefully along

with *your Policy Schedule* so *you* can be sure of the cover provided and to check that it meets *your* needs.

In exchange for *your* payment of the premium shown in *your Policy Schedule*, *you* and *your gadget(s)* are insured in accordance with the terms and conditions contained in these documents (and any amendments made to them) for the duration of *your* policy.

## Important Information

### It is important that:

- *You* check *your Policy Schedule* to ensure the details are correct and that the cover is as *you* requested;
- *You* check that *you* and *your gadget(s)* are eligible for this insurance (see "Eligibility" on page 3);
- *You* check the information *you* have given *us* is accurate (see "Disclosure of Important Information" on page 3);
- *You* notify the *administrator* as soon as possible of any inaccuracies on *your Policy Schedule*, or if *you* are not eligible for the insurance; and
- *You* comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.

**If *you* need to make an amendment or wish to cancel *your* policy, this can be done via *your* online account at:**

**<https://www.covercloud.co.uk>**

**For claims, payments or changes please log in to *your* online account or call CoverCloud on 0345 812 0030**

## Locations Where Cover is Provided

Cover applies to gadgets used in the United Kingdom, the Channel Islands and the Isle of Man and for up to 90 days abroad during any *12 month period*. A replacement or repair can only be dealt with once *you* are back in the United Kingdom, the Channel Islands or the Isle of Man and all repairs must be carried out by a repairer approved by *us*.

## Transferring Your Policy

This insurance cannot be transferred to anyone else.

### Conditions

There are various conditions in this Policy Document which *you* need to meet. If *you* do not meet these conditions, *we* may reject a claim payment or a claim payment could be reduced. In some circumstances, *your* policy may be cancelled.

There are also conditions which relate specifically to making a claim, and these can be found in the "Making a Claim" section on page 6.

## Which Gadgets You Can Insure

Please also refer to "Eligibility" below.

Any *gadget(s)* that *you* insure under this policy must have been purchased as new or as a refurbished item and be less than 3 years old (or up to 5 years old only if a renewal of a previous CoverCloud policy) with a valid *evidence of ownership* when cover begins for that item. The *gadget(s)* cannot have been purchased second hand, at auction or from an online auction website. All *gadget(s)* must be in good working order at the time of insuring.

If *your gadget* is a refurbished item, it must have been purchased directly from the manufacturer or network provider (not from an online outlet or high street retail provider) or been obtained from The Replacement Service (TRS). Refurbished items cannot have been purchased outside the United Kingdom, the Channel Islands or the Isle of Man.

If *your gadget* is a *mobile phone*, it must be fitted with an active, functioning SIM card at the policy *start date*. It is also a requirement that *you* provide *evidence of usage* in the event of a claim. Please see the definition of *evidence of usage* on page 9 of this Policy Document.

## Policy Excess

The amount *you* must pay toward *your* claim for each *gadget* will be detailed on *your Policy Schedule*.

## Adding, Replacing or Removing a Gadget

If *you* want to add, replace or remove a *gadget* or accessory please log in to *your* online account at [www.covercloud.co.uk](http://www.covercloud.co.uk)

# Information You Give Us

## Eligibility

When *you* applied for this insurance *we* asked *you* to confirm that *you* were eligible for cover. The eligibility requirements are as follows:

- *you* must be aged 18 or over at the time of purchasing this insurance;
- *you* must be a permanent resident in the United Kingdom, the Channel Islands or the Isle of Man.
- *you* or a member of *your immediate family* must own the *gadget* to be insured, which must not have been purchased second hand, at auction or from an online auction website;
- *your gadget* must not have been lost, stolen or damaged before the *start date* of this insurance;
- *your gadget* must be under 3 years old (or up to 5 years old only if a renewal of a previous CoverCloud policy) at the policy *start date* and in good condition and in full working order;
- if *your gadget* is a refurbished item it must have been purchased directly from the manufacturer or network provider (not from an online outlet or high street retail provider) or been obtained from The Replacement Service (TRS).

Please contact CoverCloud at [admin@covercloud.co.uk](mailto:admin@covercloud.co.uk) as soon as possible if *you* are not eligible for this insurance or if *you* have any queries.

## Disclosure of Important Information

In deciding to accept this insurance and in setting the terms and premium, *we* have relied on the information *you* have given *us* via the *administrator*. *You* must take reasonable care to provide complete and accurate answers to the questions *we* ask when *you* take out, make changes to, and renew *your* policy. If the information provided by *you* is not complete and accurate:

- *we* may cancel *your* policy and refuse to pay any claim; or
- *we* may not pay any claim in full; or
- *we* may revise the premium; or
- the extent of the cover may be affected.

If *you* become aware that any information *you* have given is incomplete or inaccurate, please contact CoverCloud Insurance on 0345 812 0030 as soon as possible.

## Our Right to Change the Cover or Price

*You* will receive at least 60 days written notice if *we* decide or need to change *your* policy cover or the price of *your* insurance. *We* may do this for any of the following reasons:

- to make minor changes to the Policy Document that do not affect the nature of the cover or the benefits provided, such as changes to make the policy easier to understand;
- to reflect changes in law, regulation (including any decision of a regulatory body), or any code of practice or industry guidance that affects *us* or *your* policy;
- to reflect changes to any taxation applicable to *your* policy (such as a change to the rate of insurance premium tax);
- to reflect any increases or reductions in the cost (or projected cost) of providing *your* cover, such as a change to the number, cost or timing of claims which *we*, as part of *our* pricing policy, have assumed or projected will be made under this insurance product;
- to meet the cost of any changes to the cover or benefits provided under this insurance product, such as the removal of one or more policy exclusion(s); or
- to meet the cost of changes to the systems, services or technology used in support of this insurance product.

*We* may make changes immediately and advise *you* within 30 days of the change having been made if the change is favourable to *you*. A favourable change could include, but is not restricted to, a reduction in the rate of Insurance Premium Tax, a general reduction in the price of *your* policy or an improvement to the cover and benefits (such as an increased limit of cover).

# What is covered

## Important:

You should upload *your evidence of ownership* for your insured *gadget(s)* and accessories within 14 days to *your* online account at

**[www.covercloud.co.uk/mypolicy](http://www.covercloud.co.uk/mypolicy)**

If *you* have not done so, *your* claim will be delayed as it cannot be processed until *your evidence of ownership* has been received.

## Policy Limits

*Our* liability, in respect of any one claim, will be limited to: the replacement cost of each *gadget* being claimed for and, in any event, shall not exceed the maximum liability for each *gadget* as shown on *your Policy Schedule*.

*Our* liability, in respect of *accessories* will be limited to the replacement cost of the *accessories*, subject to a maximum as shown on *your Policy Schedule*. This is subject to a valid claim for theft or damage of *your gadget* where the *accessories* are stolen or damaged at the same time as *your gadget*.

## Accidental Damage

**Cover for Accidental Damage only applies if you have purchased the Standard, Premier or Elite cover level.**

We will pay the cost of repair if *your gadget* suffers *accidental damage*, including a cracked screen or damage caused by liquid. If *your gadget* cannot be repaired, we will provide a replacement *gadget* with a value up to the maximum policy limit as shown on *your Policy Schedule*. A replacement will be provided in accordance with the 'Replacement Equipment' section on page 6 of this Policy Document.

Where only a part or parts of *your gadget* have been damaged, we will only repair or replace that part or parts.

## Theft

**Cover for Theft only applies if you have purchased the Premier, Elite or Theft & Loss cover level.**

If *your gadget* is stolen, we will replace it in accordance with the 'Replacement Equipment' section on page 6 of this Policy Document.

Where only a part or parts of *your gadget* have been stolen, we will only replace that part or parts.

## Accidental Loss

**Cover for Accidental Loss only applies if you have purchased the Elite or Theft & Loss cover level.**

If *your gadget* is accidentally lost, we will replace it in accordance with the 'Replacement Equipment' section on page 6 of this Policy Document.

Where only a part or parts of *your gadget* have been lost, we will only replace that part or parts.

## Breakdown

**Cover for Breakdown only applies if you have purchased the Standard, Premier or Elite cover level.**

We will pay the cost of repair if *your gadget* is damaged as a direct result of an electrical or mechanical breakdown that occurs outside of the manufacturer's guarantee period.

## Unauthorised Use

**Cover for Unauthorised Use only applies if you have purchased the Premier, Elite or Theft & Loss cover level.**

If *your gadget* is stolen or accidentally lost, we will reimburse the cost of any calls, texts, downloads and data use made without *your* permission while the *gadget* is not barred by the network provider, subject to the unauthorised usage taking place within 24 hours of *your* discovery of the theft or *accidental loss*.

We will only provide this cover if *you* make a valid claim for theft or *accidental loss* under this policy.

The maximum we will pay for any one occurrence is £1000

## Accessories

**Cover for Unauthorised Use only applies if you have purchased the Premier, Elite or Theft & Loss cover level.**

If *your claim* is approved, we will replace any *accessories* that were accidentally lost, stolen or damaged at the same time as *your gadget* up to the maximum as shown on *your Policy Schedule*. If we replace *your mobile phone* with a different make or model and this means that *you* can no longer use *your* existing *accessories*, we will replace them too, up to the maximum as shown on *your Policy Schedule*.

# What is not covered

**Please read the general exclusions at the end of this section as well as the specific exclusions for each section of cover.**

## Accidental Damage or Breakdown

We will not pay for any claim:

- which is covered under the warranty or guarantee provided by the manufacturer or retailer;
- caused by *you* deliberately damaging *your gadget*;
- caused by *you* not following the manufacturer's instructions;
- caused by a manufacturing defect or a *gadget* recall;
- for the replacement of or adjustment to batteries or aerials;
- resulting from repairs carried out by a repairer not authorised by *us*;
- if the IMEI or serial number cannot be determined from *your gadget*;

- that arises while *your gadget* is in the possession of anyone other than *you* or a member of *your immediate family*;
- resulting from wear and tear or the gradual deterioration of performance; or
- for the scratching, denting or marking of *your gadget* which affects the appearance of *your gadget* but does not affect its performance or functionality in any way.

## Theft or Accidental Loss

We will not pay for any claim:

- if *your gadget* is stolen from a motor vehicle (including a motorcycle) unless all windows and doors were closed and locked (where the vehicle has windows and doors) and all security systems activated;
- if *your gadget* is stolen from unoccupied premises, unless there is evidence of *violent and forcible entry* to the premises;
- unless the incident is reported to the police within 48 hours of *your* discovery of the incident and *you* obtain a crime reference number or lost property reference from the police. In the case of a lost property reference, *you* can also obtain this from a reporting service which is accredited by the police, such as [www.reportmyloss.com](http://www.reportmyloss.com), which allows *you* to register a lost item. There may be a small cost involved in doing this which *you* will need to pay. If *your* claim is successful then we will reimburse this cost.
- unless the loss or theft of *your mobile phone* is reported to *your* network provider within 24 hours of *your* discovery of the incident;
- for theft or *accidental loss* of *your mobile phone* unless it was fitted with an active, functioning SIM card registered to *you* at the time of the theft or *accidental loss* occurring; or
- for theft or *accidental loss* that happens while *your gadget* is in the possession of anyone other than *you* or a member of *your immediate family*.

## Unauthorised Use

We will not pay for any claim:

- unless it results from a theft or *accidental loss* claim that is covered by this insurance; or
- for any costs incurred if *your* network provider fails to properly block *your* service; or
- where the theft or *accidental loss* has not been reported to *your* airtime provider within 24 hours of the theft or *accidental loss* occurring.

## General Exclusions applicable to all types of cover

We will not provide any cover for:

- Loss, theft, damage or breakdown as a result of not taking care of *your gadget*.

## Reasons why your claim may not be paid

We will consider the individual circumstances surrounding *your* own claim when deciding whether or not *you* have taken care of *your gadget*, and whether or not *your* claim can be accepted.

We cannot list all reasons why *your* claim may not be paid. However, if *you* knowingly take a risk with *your gadget*, we may not pay *your* claim. We have provided some examples below of where we would consider *you* to have knowingly taken a risk with *your gadget*:

- in a cafe or pub, *you* leave *your gadget* on the table when *you* go to the counter, the bar or the toilet instead of taking it with *you*; or
- *you* leave *your gadget* on a bench in the changing rooms at the gym rather than taking it with *you* or locking it in a locker.

## What do we mean by taking care of your gadget?

*You* must not knowingly leave *your gadget* anywhere it is likely to be lost, stolen or damaged.

If *you* need to leave *your gadget* somewhere, lock it away out of sight if at all possible. If *you* cannot lock it away then *you* must leave it hidden out of sight in a safe place.

*You* must make enquiries to find *your gadget* if *you* think *you* have lost it.

- Any policy excess
- Any claim if *you* and *your gadget* do not meet the eligibility requirements for this policy (as detailed on page 3 of this Policy Document).
- Any claim for a *mobile phone* unless it fitted with an active, functioning SIM card at the policy *start date*. In the event of a claim *you* will be required to produce *evidence of usage* from *your* network provider.
- Any *gadget* or *accessories* if *you* cannot provide *evidence of ownership*.
- Any *mobile phone* claim where *evidence of usage* is not provided.
- Any claim resulting from the failure of *your gadget* to correctly recognise or process any calendar date or time.
- Value added tax (VAT) if *you* are registered for VAT with HM Revenue and Customs.
- Any costs or expenses which are not directly associated with the incident which caused the claim, or any loss other than the cost of repairing or replacing *your gadget* except any unauthorised calls/usage. For example, the loss of earnings.
- The cost of replacing any personalised ringtones or graphics or software or downloaded material.
- Reconnection costs or subscription fees of any kind.
- Any third party liability arising out of *your* use or ownership of *your gadget*, including any illness or injury resulting from it.
- Any loss or damage 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 loss or damage resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- Damage resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## Making a Claim

If *you* need to make a claim, please log into *your* online account at [www.covercloud.co.uk](http://www.covercloud.co.uk) and select 'Making a Claim'. This will provide *you* with step by step instructions on how to submit *your* claim and details of the information required.

If *you* require assistance, you can contact customer service on 0345 812 0030. Lines are open 9am to 5.30pm (Monday to Friday). Calls may be recorded for training, compliance, claims and counter fraud purposes.

### Things You Must do to Make a Claim

*You* must comply with the following conditions. If *you* fail to do so, and this affects the ability of the *administrator* to fully assess *your* claim or keep *our* losses to a minimum, *we* may not pay *your* claim or any payment could be reduced.

- All claims must be reported to the *administrator* as soon as possible but in any event, within 14 days of *you* becoming aware of an incident. *You* must provide at *your* own expense, any information and assistance which the *administrator* may require in establishing the amount of any payment under *your* insurance.
- *You* must provide *evidence of ownership* of *your* *gadget* to support any claim, and any other receipts or documents that *we* may request. If *you* cannot provide *evidence of ownership*, *your* claim will not be valid.
- All thefts must be reported to the police within 48 hours of *your* discovery of the incident. *You* must provide the *administrator* with a crime reference number.
- If *your* *gadget* is lost, *you* must obtain a lost property reference from the police or a lost property reporting service which is accredited by the police, such as [www.reportmyloss.com](http://www.reportmyloss.com), and register a lost item. There may be a small cost involved in doing this which *you* will need to pay. If *your* claim is successful then *we* will reimburse this cost.
- *You* must report the loss or theft of *your* *mobile phone* to *your* network provider within 24 hours of *your* discovery of the incident so they can block it and stop anyone else using it.
- If *your* *gadget* is damaged, *you* must provide the *gadget* for inspection and repair.

## Repairs

Repairs will be made using readily available parts, which may be refurbished or unbranded. If *your* *gadget* cannot be repaired, *we* will provide a replacement *gadget* as per the Replacement Equipment section below.

### Important:

*You* should upload *your* *evidence of ownership* for *your* insured *gadget(s)* and accessories within 14 days to *your* online account at

[www.covercloud.co.uk/mypolicy](http://www.covercloud.co.uk/mypolicy)

If *you* have not done so, *your* claim will be delayed as it cannot be processed until *your* *evidence of ownership* has been received.

## Replacement Equipment

This is not a new for old insurance. *We* will attempt to replace *your* *gadget* with a fully refurbished *gadget* of the same make, specification, age and condition, but it may not be the same colour. If a fully refurbished *gadget* is unavailable *we* will replace *your* *gadget* with an identical new *gadget*.

In the unlikely event that this is not possible, the *administrator* will provide *you* with a fully refurbished or new *gadget* of a comparable specification or the equivalent value, taking account of the age and condition of *your* *gadget* immediately before *your* claim. If *we* provide a refurbished *gadget*, it will be provided with a twelve month warranty.

## Fraudulent Claims or Misleading Information

*We* take a robust approach to fraud prevention in order to keep premium rates down so that *you* do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent, deliberately exaggerated, or is intended to mislead, or if any deliberately misleading or fraudulent means are used by *you* or anyone acting on *your* behalf to obtain benefit under this insurance, *your* right to any benefit under this insurance will end, *your* policy will be cancelled without any premium refund and *we* will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or deliberately misleading claim. *We* may also inform the police.

To prevent fraud, insurers sometimes share information. Details about *your* insurance application and any claim *you* make may be exchanged between insurers.

## Other Insurance

If, at the time of a valid claim under this policy, there is another *gadget* insurance policy in force which covers *you* for the same loss or expense, *we* may seek a recovery of some or all of *our* costs from the other insurer. *You* must give *us* any help or information *we* may need to assist *us* with *our* loss recoveries.

If *we* ask, *you* must provide details of any other contract, guarantee, warranty or *gadget* insurance which may apply to the *gadget*.

Please note that if *your* *gadget* suffers a mechanical or electrical breakdown while it is still within the manufacturers' warranty, *you* should follow the warranty returns process as specified by the manufacturer.

# Cancellation of the Policy

## Your Cancellation Rights

If *you* decide that for any reason, this policy does not meet *your* insurance requirements, please email the *administrator* within 14 days of issue at [admin@covercloud.co.uk](mailto:admin@covercloud.co.uk) and *we* will refund *your* premium in full. Thereafter *you* may cancel the insurance at any time and be refunded on a pro-rata basis for each complete month of the policy which remains. If *you* have made a claim or have a claim pending *you* will not be entitled to any refund.

CoverCloud Insurance will apply an administration fee of £15 to all policy cancellations made after the initial 14 days which will be deducted from any refund given. If the pro-rata refund is less or equal to £15 the refund value of the policy will be £0. Cancellations will not be backdated.

## Our Cancellation Rights

*We* reserve the right to cancel this policy immediately if *you* commit fraud. If *we* cancel *your* policy, *we* will do so in writing to the most recent address *we* have for *you*.

*Your* policy also will end automatically if *you* do not pay any premium when it becomes due. If this happens, *you* will be contacted requesting payment within 14 days. If *we* do not receive payment within this period, *you* will be written to again notifying *you* that *your* policy will be cancelled from the date of *your* first missed payment.

If there is a change to the risk which means that *we* can no longer provide *you* with insurance cover, or if *you* display threatening or abusive behaviour towards *us* or the *administrator*, *we* will give 60 days' notice, in writing to the most recent address that *we* have for *you*, that *we* will not renew *your* insurance. This means that cover will end on the date that *your* next insurance premium is due following the 60 day notice period.

## How to make a Complaint

*Our* aim is to provide *you* with a high quality service at all times, although *we* do appreciate that there may be instances where *you* feel it is necessary to lodge a complaint.

If *you* do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note that should *you* wish to direct *your* complaint directly to Lloyd's in the first instance, *you* may do so by using the contact information referenced in Step 2 below.

### Step 1:

In the first instance, please direct *your* complaint to the *administrator*:

Acumen Insurance Services Limited,  
St Clare House,  
30 Minorities,  
London,  
EC3N 1PE

Tel: 0345 812 0035  
Email: [admin@covercloud.co.uk](mailto:admin@covercloud.co.uk)

### Step 2:

Should *you* remain dissatisfied with the outcome of *your* complaint, *you* may refer *your* complaint to Lloyd's without affecting *your* legal rights. Lloyd's contact information is:

Complaints at Lloyd's,  
Fidentia House, Walter Burke Way,  
Chatham Maritime, Kent  
ME4 4RN

Tel: +44 (0)20 7327 5693  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint", which is available at the website address above. Alternatively, *you* may ask Lloyd's for a hard copy.

### Step 3:

If *you* remain dissatisfied after Lloyd's has considered *your* complaint, *you* may have the right to refer *your* complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. The contact information is:

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

Tel: 0800 0234 567  
(calls to this number are free on mobile phones and landlines).

Tel: 0300 1239 123  
(calls to this number cost no more than calls to 01 and 02 numbers).

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

If *you* live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman,  
PO Box 114, Jersey, Channel Islands,  
JE4 9QG

Jersey: +44 (0)1534 748610  
Guernsey: +44 (0)1481 722218  
International: +44 1534 748610  
Facsimile: +44 1534 747629  
Email: [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org)

Alternatively, if *you* purchased *your* insurance online, please note that *you* can, if *you* wish, also submit *your* complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU), who have bought goods or services online, get their complaint resolved. *You* can access the ODR Platform by clicking on the following link: <http://ec.europa.eu/consumers/odr/>

This does not affect *your* right to submit *your* complaint following the process above. Please note that under current rules the European Commission will ultimately redirect *your* complaint to the Financial Ombudsman Service (FOS).

# Legal, Regulatory & Other Information

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## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we are unable to meet our obligation to you under this contract. Further information can be obtained from:

Financial Services Compensation Scheme,  
10th Floor,  
Beaufort House,  
15 St. Botolph Street,  
London,  
EC3A 7QU

Tel: 0800 678 1100 (Freephone)  
or 020 7741 4100  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## Data Protection

Any information provided to us by you or regarding you will be processed by us in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims. This may necessitate providing the information to third parties.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Subject to the provisions of the Data Protection Act 1998, you are entitled to receive a copy of the information we hold about you. You may be charged a fee for this. Such requests should be made to:

The Data Protection Officer,  
Canopus Managing Agents Limited,  
Gallery 9,  
One Lime Street,  
London,  
EC3M 7HA

Any information you give us may be used by us and also shared with other group companies.

For more information on the Data Protection Act you may also write to the Office of the Information Commissioner at:

Wycliffe House,  
Water Lane,  
Wilmslow,  
Cheshire,  
SK9 5AF

Tel: 0303 123 1113 or 01625 54 57 45  
Email: [casework@ico.org.uk](mailto:casework@ico.org.uk)

## Rights of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

For your information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him to or if the contract confers a benefit upon him. However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see [www.legislation.gov.uk](http://www.legislation.gov.uk) or contact the Citizens Advice Bureau.

## Law and Jurisdiction

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

## Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## The Insurers

This insurance is underwritten by Lloyd's Syndicate 4444, which is managed by Canopus Managing Agents Limited. Registered Office:

Canopus Managing Agents Limited,  
Gallery 9,  
One Lime Street,  
London,  
EC3M 7HA

Registered in England no. 01514453.

## Regulatory Details

Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847.

Acumen Insurance Services Limited is an Appointed Representative of Maintenance Assist Ltd who is Authorised and Regulated by the Financial Conduct Authority (FCA). Register number 516611.

# Definitions

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Whenever the following words or expressions appear in *italics* in this Policy Document, they have the meaning given below.

## **12 month period**

The 12 month period beginning from the policy *start date* and each subsequent 12 month period following each anniversary of the policy start date.

## **Accessories**

Items which are used with *your gadget* including, but not limited to, headphones which were packaged with the *gadget* at the time of purchase, battery chargers, memory cards, carry cases and hands-free kits.

## **Accidental damage**

The unintentional and unforeseen breakage or destruction of *your gadget* which results in the *gadget* being unusable. This includes liquid damage and cracked screens.

## **Accidental loss**

If *your gadget* has been accidentally left in a location by *you* and *you* are permanently deprived of its use.

## **Administrator**

Acumen Insurance Services Limited  
St. Clare House  
30 Minories  
London  
EC3N 1PE

## **Evidence of ownership**

An original purchase receipt, invoice or gift receipt which includes the details of *your gadget*, or a similar document which provides proof that *you* own the *gadget*. The *gadget* cannot have been purchased second hand, at auction or from an online auction website.

## **Evidence of usage**

Evidence from *your* network provider to show that *your* mobile phone has been in use since the policy start date and continued to be used up to the event giving rise to a claim.

## **Gadget**

The item(s) insured by *your* insurance policy which are specified on *your* Policy Schedule. The *gadget* must have been purchased by *you* and be under 3 years old at the time of purchasing insurance for that item (or up to 5 years old only if a renewal of a previous CoverCloud policy), as confirmed by the evidence of ownership. *We* will only cover the following items: E-Readers, digital cameras, games consoles, laptop computers, headphones, MP3/MP4 players, mobile phones, smart watches, satellite navigation devices, tablets, video cameras and virtual reality headsets.

## **Immediate family**

*Your* mother, father, spouse, civil partner or domestic partner who permanently live(s) with *you* and *your*/their son(s) or daughter(s).

## **Laptop computer**

A laptop, netbook or similar portable computer.

## **Mobile phone**

A portable telephone device, including a smart phone.

## **Period of insurance**

The period for which this insurance is valid as stated in *your* Policy Schedule.

## **Policy Schedule**

The document which names *you* as the policyholder and sets out what this policy covers *you* for. It will confirm the *period of insurance*, the Policy Limits and the number of *gadgets* insured. *Your* Policy Schedule will be replaced whenever *you* make any changes to the policy.

## **Start date**

The date the insurance cover commences for each *gadget* as shown on *your* Policy Schedule.

## **Violent and forcible entry**

The unlawful entry to a property which is gained by violent means. For example, by forcing open a door or breaking a window to gain access.

## **We, us, our**

Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited.

## **You, your**

The individual specified on the *Policy Schedule* who owns the insured items, has applied for this insurance and has paid the appropriate premium.