



Smartphone and Mobile Phone Insurance

Policy Of Insurance

This policy is a contract between **you** and the **Insurer**, Focus Insurance Company Limited, PO Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar (registered no. 96218), which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Focus on request.

INTRODUCTION

This policy covers repair or replacement of the **Mobile Phone** or the cost of fulfilling your airtime contract following Theft of, **Loss** of or **Accidental Damage** to a **Mobile Phone** within the **Territorial Limits** of this policy. Cover is extended to include use of the **Mobile Phone** anywhere in the world up to a maximum of 31 days worldwide (any one trip), in any single 12 month period, subject to the detailed terms and conditions set out below. Where **you** own more than one **Mobile Phone**, each **Mobile Phone** is the subject of a separate contract of insurance with the Insurer.

GENERAL

This Insurance is not available:

- a) on SIM only connections where no **Mobile Phone** is provided
- b) in relation to any second line activated on **Your Mobile Phone**

This policy is subject to these terms and conditions and does not cover network services. Network service is subject to **Your** Network Terms.

DURATION OF COVER & PAYMENT TERMS

This is an annual policy which can be paid for either in full at inception, or on a monthly basis. If **you** pay for this policy on a monthly basis then cover will only be in force if the monthly premium is paid and continues to be paid. If **you** wish to make a claim under this policy **you** will be required to pay any premium due for the remaining term of the policy before your claim can be authorised.

For the avoidance of doubt, the **period of insurance** for this policy is 12 months from the **date of inception**.

1. INTERPRETATION AND DEFINITIONS

Each of the words and phrases listed below will have the same meaning wherever they appear in bold in this policy.

Accidental Damage	means the unintentional breakage, destruction or failure of your mobile phone , with visible evidence of an external force being applied, which makes the mobile phone unusable.
Authorised User	You or any third party who uses Your Mobile Phone with Your permission provided that You are present at the time.
Compulsory Excess	the amount You must pay towards the claim as specified in Your insurance policy schedule.
Exclusion Period	The period during which, if Your Mobile Phone is lost, stolen or accidentally

damaged, **You** will not be able to claim. This period is the first 14 days after the inception date of **Your** policy.

Insurer	Focus Insurance Company Limited (registered in Gibraltar under Company no, 96218) and licensed and regulated by the Gibraltar Financial Services Commission (Gibraltar is part of the European Economic Community) and is authorised to sell insurance services into member states and in particular the United Kingdom.
Loss	means that the Mobile Phone has been accidentally left by you or any insured person in a location other than your home and you are permanently deprived of its use. You will be required to produce evidence that the loss was reported at the relevant location to the relevant personnel or authority.
Mobile Phone	a Mobile Phone connected to a network consisting of a handset, standard battery, and travel charger but excluding any SIM card, and where part of a standard package the memory card subject to clause 3.11 and other equipment supplied as part of a standard package. A Mobile Phone does not include accessories such as wrist straps carry cases or styluses which are not integral to or connected to the device.
Period of insurance	means the period not exceeding twelve months from the date of issue shown on the policy schedule and for which you have paid or agreed to pay and we have agreed to accept a premium.
Public Place	a public place is any indoor or outdoor area whether privately or publicly owned to which, at the appropriate time, the public have access by right or invitation, expressed or implied, whether by payment of money or not.
Temporary Premises	any structure which is not permanent and is capable of being moved.
Theft	means the unlawful taking of your mobile phone against your will by another party, with the intention of permanently depriving you of it.
Unattended	an insured device is deemed to be left unattended if You or any Authorised User leaves the device anywhere away from Your person and are not keeping it under close observation or paying sufficient attention to have a reasonable chance of preventing any unauthorised interference, regardless of the duration of time it is left unattended for.
Unattended Vehicle	an unattended vehicle is a vehicle where there is no person in charge of the vehicle or keeping it under observation with a reasonable chance of preventing any unauthorised interference.
Unauthorised Call	means any calls made from your Mobile Phone between the period of time after the time it was stolen up to the time it was blacklisted by your airtime provider.

You, Your the person in whose name a **Mobile Phone** is registered.

We/Us/Our Focus Insurance Company Limited

2. INSURANCE TERMS

- 2.1. This policy covers the repair, replacement of the **Mobile Phone** or the cost of fulfilling **your** airtime contract following **theft** of, **loss** or **accidental damage** to a **Mobile Phone** anywhere in the UK or for 31 days worldwide. If your **Mobile Phone** is lost or stolen **we** will refund the cost of any **unauthorised calls** made from the **Mobile Phone** after the time it was stolen up to the time it was blacklisted by **your** airtime provider, up to a maximum of £100 – itemised bills must be provided.
- 2.2. **You** will not be able to claim if the **Mobile Phone** was in the possession of a third party at the time of **loss, theft** or **accidental damage** unless the **Authorised User** was present at the time and had given their consent for use.
- 2.3. This policy will continue from the date it first came into force and will be unaffected by the provision of a replacement **Mobile Phone** under the terms of the policy, subject to monthly premiums being paid.
- 2.4. This policy allows for a maximum of 2 claims within the limits set below:
 - i) a maximum of 2 claims within the Period of Insurance relating to the repair of **Your Mobile Phone**;
 - ii) a maximum of 1 claim within the Period of Insurance relating to either replacement of **Your Mobile Phone** in the event of **accidental damage, loss** or **theft** or relating to the early termination of **Your** airtime contract.

3. EXCLUSIONS

This policy will not operate where **loss, accidental damage** or **theft** is caused by or consists of:

3.1. Wear and Tear

Normal wear and tear, rusting or oxidisation due to atmospheric or climatic conditions, or other deterioration due to normal use or exposure;

3.2. Manufacturer's Guarantee or Warranty

Damage which is covered under a manufacturer's guarantee or warranty or is the subject of a manufacturer's recall of faulty products;

3.3. Wilful Act or Neglect

Any deliberate, wilful act, neglect or failure to take reasonable care either by an **Authorised User** or carried out at the direction or instigation of an **Authorised User**;

3.4. Unauthorised Use of the Mobile Phone

Any consequential **loss** suffered as a result of not being able to use the **Mobile Phone** or any **loss** other than the Insured repair or replacement cost of the **Mobile Phone**;

3.5. Maintenance or Faulty Workmanship

Damage during any testing, repairing, adjusting, servicing or maintenance operation or caused by improper or unauthorised repair maintenance or modification;

3.6. Cosmetic Damage

Damage which does not impair the normal functions of **Your Mobile Phone**;

3.7. Theft from Motor Vehicles

Theft of **Your Mobile Phone** from an **unattended vehicle** unless the vehicle is securely locked, with all its windows closed and in the case of a cabriolet the roof securely attached and closed, and the **Mobile Phone** is contained in a glove compartment, boot, or similar and is out of sight or the securely locked vehicle is stolen, the ignition keys of the vehicle not having been left within the vehicle at the time of the **theft** of the vehicle, or **unattended** or stolen from a **public place**;

3.8. Loss or Theft from a Public Place

Loss or **theft** of **Your Mobile Phone** when it has been left **unattended** in a **public place**;

3.9. Loss or Theft from Temporary Premises

Loss or **theft** of **Your Mobile Phone** from **temporary premises** is covered only where there is evidence of forcible and violent entry or exit;

3.10. Manufacturer's Instructions

Disregard of the manufacturer's instructions for operation and care of **Your Mobile Phone**;

3.11. Memory Cards and Chargers

Memory cards and chargers will not be replaced unless sold as part of a standard package and lost or stolen at the same time as the **Mobile Phone**;

3.12. Confiscation or Detention

Confiscation or detention of **Your Mobile Phone** under legal process by any government body or recognised authority, for example, the Police or HM Revenue & Customs, any bank, finance, leasing company or similar;

3.13. Breakdown

Loss of, or **damage** to, any **Mobile Phone** or device caused by its own breakdown or derangement.

3.14. Unauthorised Call Charges

- i) Claims where **loss** or **theft** of the **Mobile Phone** has not been reported to the police within 24 hours and a crime reference number obtained;
- ii) Claims where **loss** or **theft** of the **Mobile Phone** has not been reported to **your** airtime provider within 24 hours and the phone blacklisted;
- iii) Claims where an itemized bill has not been provided.

4. GENERAL EXCLUSIONS

This policy does not cover:

4.1. Any claims made within the Exclusion Period.

4.2. War Risks

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition or damage to property by or under the authority of any government, public or local authority.

4.3. Radioactive Contamination and Pressure Waves

Any claim arising from any expense, **loss** of any income, legal liability or any **loss** or damage, to property directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event:

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly
- iii) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

5. CLAIMS

5.1. Report an incident to Us and the Police

On the discovery of any occurrence which may give rise to a claim under this policy the **Authorised User** must:

- a) For **accidental damage**:
 - i) Notify **Us** as soon as possible but in any event within 24 hours of the discovery of the occurrence by calling 01934 423 778 quoting 'CoverCloud'.
 - ii) If the **accidental damage** occurs outside the UK it must be reported as soon as is reasonably possible or immediately upon your return to the UK.
- b) For accidental **loss, theft**, malicious damage or vandalism:
 - i) In the event of **theft** or **loss** of a **Mobile Phone** which is connected to an airtime network **You** must advise **Your** airtime provider and have the **Mobile Phone** barred and blacklisted. Notify the Police and **Us** within 24 hours of discovery of the occurrence. Notify **Us** on 01934 423 778 quoting 'CoverCloud'.
 - ii) If the **loss** occurred outside the UK notify the local police authority and us as soon as possible. You may be required to provide evidence that the loss was reported locally. Notify **Us** on 01934 423 778 quoting 'CoverCloud'.

5.2. Information that You must provide

You must provide the following information to **Us**:

- i) The crime reference number for claims involving **theft**, malicious damage or vandalism.

- ii) The lost property reference number for claims involving **loss**.
- iii) Full details of how the **loss** or damage occurred.
- iv) Any other information or evidence reasonably requested by **Us** regarding the **loss** or **accidental damage**, including but not limited to proof of purchase, evidence of **your** tariff or a copy of **your** airtime contract for **your Mobile Phone**.

5.3. Co-operation with the Insurer

You must at **our** request take, or permit to be taken, all necessary steps for enforcing rights against any other party in **Your** name before or after any repair or replacement is made under this Policy.

5.4. Lost/Stolen Mobile Phone

5.4.1. **You** must make a reasonable effort to recover a **Mobile Phone** which has been lost or stolen. If **You** do not do so a replacement **Mobile Phone** will not be provided. Where possible, lost or stolen Mobile Phones should be registered on the National Lost Property website www.immobilise.com.

5.4.2. If **You** find or recover a **Mobile Phone** that has been reported lost or stolen before a replacement has been issued **You** must notify **Us** immediately. If **You** do not do so **you** may incur a charge in respect of the cost of the attempt to deliver the replacement (see clause 5.7 Delivery Charges).

5.5. Return of Mobile Phone to Us

5.5.1. Where a replacement has been supplied the original **Mobile Phone** is **Our** property and must be returned to **Us**.

5.5.2. This applies to:

- i) a lost or stolen **Mobile Phone** which is recovered after a replacement has been supplied;
- ii) a **Mobile Phone** subject to **accidental damage**, malicious damage or vandalism.

5.5.3. **We** will require **You** to return **Your** original **Mobile Phone** for examination before a replacement is issued.

5.6. Options for Claims Settlement

In the event of **You** having a valid claim under this policy **We**, and at **our** sole discretion, will either:

- a) Replace the device.
- b) Repair the device.
- c) Arrange for the early termination of the airtime contract.

5.6.1. All repairs to, or replacement of, the **Mobile Phone** shall be at the sole discretion of **Us**. If **Your Mobile Phone** is damaged **we** will have the option to repair the damage or replace the **Mobile Phone** or arrange for early termination of the airtime contract. Any repairs must be undertaken by or with consent of **Us** and/or **our** agents (namely Firmus Underwriting Solutions Limited).

5.6.2. Replacement of any **Mobile Phone** will be made with a product specified by **Us**. The replacement will wherever possible be of the same or similar specification.

5.6.3. A replacement **Mobile Phone** may be from refurbished stock that has been tested and is fully

functional.

- 5.6.4. In the event of a similar **Mobile Phone** being unavailable and **You** wish to select a replacement **Mobile Phone** that is deemed to be an upgrade in specification and value, **We** reserve the right to charge **You** the value of any betterment before settling **Your** Claim. This betterment value will be the net financial improvement on **Your** position as a result of **Us** providing **You** with a replacement **Mobile Phone** which is of a greater value than the available models of similar specification and value that were initially offered to **You**.
- 5.6.5. In the event of a valid claim, **we** will collect from **You** the amount of the **Compulsory Excess** specified in the Insurance Schedule prior to any repair or replacement of the **Mobile Phone**.
- 5.6.6. **You** are entitled to a replacement **Mobile Phone** or repair of **Your** original **Mobile Phone** or the settlement of any outstanding period on **your** network contract which will be a payment direct to the network. There is no entitlement to have **Your** claim settled by payment of money.

5.7. Delivery and other charges

- 5.7.1. **Your** Insurance includes the cost of delivery of a replacement **Mobile Phone** if the **Insurer** opts to settle the claim by this method.
- 5.7.2. **Your** policy does not include the cost of:
- a) aborted deliveries, for example, where delivery is aborted because
 - i) **You** are not available to accept a replacement **Mobile Phone** at a pre agreed time and place or
 - ii) **You** fail to notify **us** that a **Mobile Phone** reported lost or Stolen has been recovered.
 - b) charges incurred investigating a claim which turns out to be either invalid or fraudulent.

We reserve the right to charge **You** for any charges incurred in line with 5.7.2 a) and b) above.

5.8. Fraudulent Claims

If **We** have reason to believe that **You** have made a fraudulent claim **Your** claim under this policy will not be covered and this policy will be cancelled.

5.9. Lack of Reasonable Care

If **We** believe that **You** have not taken reasonable care of **Your Mobile Phone** **Your** claim may be referred to **Our** investigations unit in order for them to review the circumstances of the claim. No replacement or repair will be provided under the terms of this Insurance unless and until the investigations unit confirms that **Your** claim is acceptable.

5.10. Compliance with Insurance Terms

Your claim under this policy will not be covered if **You** have failed to comply with the terms of this policy.

6. CONDITIONS

6.1. Assignment

You cannot assign or transfer the benefits under this policy to anyone else.

6.2. Non Payment of Premium or Other Charges

Your insurance premium (including insurance premium tax) must be paid monthly. The Insurance will cease immediately if any premium is not paid when it is due unless the non- payment is due to a delay caused by a processing error by a clearing bank.

6.3. Reasonable Precautions

6.3.1. **You** and Any **Authorised User** must at all times act with due care in looking after the **Mobile Phone** and take all reasonable precautions to safeguard it against **loss, accidental damage** or **theft**.

6.3.2. **Your** policy will be cancelled if **We** believe that **You** have persistently failed to comply with Condition 3.1.

6.4. Legal Cancellation Rights

6.4.1. Clause 6.4 only applies to consumers (i.e. individuals acting in a private capacity rather than for business purposes) buying this Insurance through a distance sale (i.e. a sale, such as a mobile communication device or internet sale, that is not made on a face to face basis).

6.4.2. **You** have the right to cancel this policy without liability for the premium within 14 days of the date upon which **you** receive the Policy Schedule provided you have not made a claim. Written notice of cancellation (enclosing the Policy Schedule) must be given to the insurance broker or agent (if this policy was obtained through a broker or agent) at the address at which they conducted business with **you** or to the **Insurer** in writing. If written notice of cancellation is not given within the 14 day period then **you** will be responsible for payment of the premium. If **you** give due notice of cancellation, cover under this policy will cease from the date of delivery or posting of the notice of cancellation.

We will cancel **your** Policy if in **our** opinion **you** have at any time:

- i) given **us** false or incomplete information;
- ii) agreed to help anyone try to take money from **us** dishonestly, or failed to meet the terms and conditions of this Policy;
- iii) failed to act honestly towards **us**.

We can cancel **Your** Policy by giving **you** at least 14 days' written notice at **your** last known address. **You** can cancel your policy at any time.

6.4.3. Any claims which **You** have made in the meantime will be rejected. If **You** have made a claim and the cost of fulfilling **your** airtime contract has been paid to the airtime provider or **You** have received a replacement **Mobile Phone** or accessories, **You** will be liable to pay **Us** on behalf of the **Insurer** the full cost of the **Mobile Phone** and any accessories provided unless **You** return the **Mobile Phone** and any accessories in the original packaging and in saleable condition at **Your** own cost, no later

than 30 days after the date on which **You** cancelled the policy.

6.4.4. If **You** do decide to cancel **Your** insurance cover **You** must do so by writing to **Us** at: Acumen Insurance Services Limited, Clarence Court, 10-12 Clarence Street, Southend-on-Sea, Essex SS1 1BD. If **You** do not cancel within this legal cancellation period the Insurance cover will continue as defined by these terms. **We** can cancel this policy by sending **you** an email to the email address **you** gave **Us** when the policy was first taken out or any changes that **you** have consequently notified **Us** of.

6.5. Applicable Law

English Law will apply to this policy and English Courts shall have exclusive jurisdiction in any dispute under the policy unless **You** and the **Insurer** agree otherwise.

6.6. Variations in Terms and Premium

The terms of this policy and/or the premium may be varied after the **Insurer** has given **You** 60 days' notice in writing or in another durable form.

Your cancellation rights are unaffected.

7. DATA PROTECTION

Any personal information provided by **You** may be held by **Us** in relation to **Your** policy cover. It may be used by **Us** in making a decision concerning **Your** policy and for the purpose of servicing **Your** cover and administering claims. Information may be passed to repair technicians, **loss** adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **You** from credit reference agencies, fraud prevention agencies and others to check **Your** credit status and identity. The agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries. **We** will check **Your** details with fraud prevention agencies. If **You** provide false or inaccurate information and **We** suspect fraud, **We** will record this.

We and other organisations may use these records to:

1. Help make decisions on insurance proposals and insurance claims, for **you** and members of **your** household;
2. Trace debtors, recover debt, prevent fraud, and manage **Your** insurance policies;
3. Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with satisfactory proof of identity.

This may involve the transfer of **Your** information to countries which do not have Data Protection laws.

Under Data Protection legislation, **You** can ask **us** in writing for a copy of certain personal records held about **you**. A charge may be made for this service.

8. FINANCIAL SERVICES COMPENSATION SCHEME

The Insurers are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If **We** are unable to meet **our** obligations under this Policy **You** may be entitled to compensation from the Compensation Scheme.

9. COMPLAINTS

Focus Insurance Company Limited is registered in Gibraltar (company number 96218.) but, to enable deal **us** to deal with any concern **you** may have swiftly, arrangements have been made for these to be dealt with by Firmus Underwriting Solutions Limited who is **our** service provider in the UK and is regulated and authorised by the Financial conduct Authority. Firmus Underwriting Solutions Limited has delegated authority from **us** to deal with **your** claims and complaints. It is **our** intention to give **You** the best possible service but If **You** think **we** have let **You** down, please write to **Us** at the following address to enable **Us** to deal with any concerns swiftly:

Firmus Underwriting Solutions Limited
Anglia House, Carrs Road, Cheadle, Cheshire, SK8 2LA

Or **You** can either email **Us** at complaints@fusolutions.co.uk or phone **Us** on 0800 668 1178. Details of the Focus Complaints Handling process will be sent to **You** on request.

If **You** are still not satisfied, **You** can contact the Insurance Division of the Financial Ombudsman Service at:

South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

You can also contact the Financial Ombudsman Service on 0800 668 1357.

Website: www.financial-ombudsman.org.uk

(Using this service does not affect **Your** right to take legal action.)