

# Corporate Gadget Insurance

**Policy Document** 

Please contact us by email at 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.

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# CONTENTS

Welcome to CoverCloud	3
Introduction About your insurance	3 4
Contact details	4
Protecting your gadgets	5
Important information	5
Rules for gadgets	6
Definitions	7
Your cover	9
Accessories	10
Accidental damage	10
Breakdown	11
Loss	11
Malicious damage	11
Theft	12
What we will not cover	12
Policy excess	12
General exclusions	12
How to make a claim	14
Conditions and limitations	14
Information disclosure	15
Claim settlement	15
Repair and replacement equipment	15
Limit of liability	16 16
Average clause	-
Fraud	16
Law	17
Sanctions	17
Policy cancellation	17
Cooling off period After the cooling off period	17 17
Cancellation by us	17
-	18
Policy amendment and renewal Mid-term changes	18
Automatic renewal of your policy	19
Complaints	20
What to do if you have a complaint:	20
Taking your complaint to the Financial Ombudsman Service (FOS):	20
Your rights	21
Financial Services Compensation Scheme	21
Data protection notice	21
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# WELCOME TO COVERCLOUD

This is **your** policy wording. It tells **you** everything that is covered and what is not covered. It must be read in conjunction with **your** Policy Schedule. These documents make up the contract between **us** and **you**. Keep this document and **your** Policy Schedule in a safe place in case **you** need to refer to them or make a claim.

If any of the details are incorrect, please contact CoverCloud immediately.

*Your* Policy Schedule tells *you* the *registered gadgets* which are covered under this policy. If any of the details are incorrect, please contact CoverCloud immediately.

This document and **your** Policy Schedule confirm **our** agreement with Taurus under Agreement Number WA-TAURUSIN-01339-01-2023 to insure **you**. This agreement is in accordance with the terms and conditions detailed below. This agreement is subject to payment of the agreed premium.

## Introduction

This insurance policy provides insurance for **your registered gadgets** whilst **your** policy is in force. **Your registered gadgets** are listed in **your** Policy Schedule. The policy terms, conditions, and limitations are described in the wording below.

All **gadgets** must be in good condition and in full working order when **you** add them to the policy.

#### Period of cover

**You** had the choice to buy this insurance as either a monthly policy or an annual policy. **Your** choice is confirmed on **your** Policy Schedule.

If CoverCloud does not receive **your** monthly or annual premium, it may cancel **your** policy. If the premium has not been paid, CoverCloud will re-attempt to collect the premium. CoverCloud will contact **you** by email if they have been unable to collect **your** monthly premium. If **your** annual premium collection fails, CoverCloud will email **you** to ask for payment of the premium **you** owe. CoverCloud will also contact **you** if **you** owe multiple monthly premiums payments. If **you** do not pay the premium within 7 days of this email, CoverCloud will cancel the policy.

If **you** have an annual policy **your** cover starts straight away and lasts for twelve months. When renewing a policy, cover will start from the date of renewal. **Your** premium is based on the **gadget** and **excess you** chose when **you** bought the policy.

If *you* have a monthly policy, *your* cover starts straight away and lasts for one month. Cover will then continue each month provided *you* continue to pay *your* premiums as they become due. The premium is based on the *gadget* and *excess you* chose when *you* bought the policy. These payments are collected automatically each month in advance.

CoverCloud will collect all premiums.

## About your insurance

CoverCloud gadget insurance is arranged and administered by Taurus Insurance Services Limited ("Taurus") and underwritten by AmTrust Specialty Limited ("Insurer").

CoverCloud is a trading name of Acumen Insurance Services Ltd who is an Appointed Representative of Maintenance Assist Ltd. Maintenance Assist Ltd is authorised and regulated by the Financial Conduct Authority, Firm Registration Number 516611.

Taurus is an insurance intermediary authorised and regulated in Gibraltar by the FSC under Permission Number 5566. Taurus is also authorised by the Financial Conduct Authority in the UK under registration number 444830.

Taurus is also the *Claims Administrator*. For full details of how to make a claim please read section "How to make a claim".

This insurance is underwritten by AmTrust Specialty Limited ("Insurer"), whose registered office is at Exchequer Court, 33 St Mary Axe, London, EC3A 8AA United Kingdom (01229676). The Insurer is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, financial services number 202189. These details can be checked on the Financial Services Register by visiting: www.fca. org.uk.

# **CONTACT DETAILS**

#### By Phone:

Sales:	Please call CoverCloud on 0345 812 0030
Claims:	Please call the <b>Claims Administrator</b> on 0330 020 0028
Opening hours:	Monday to Friday 9.00am to 5.00pm
By Email:	
Sales:	admin@covercloud.co.uk
Claims:	covercloud.gadget@taurus.gi
By Post:	
	Acumen Insurance Services Ltd St Clare House 30-33 Minories London EC3N 1PE

# **PROTECTING YOUR GADGETS**

Here are some measures you can take to help protect or track your gadgets:

Most modern **gadgets** have inbuilt security features, such as Apple's 'Find My' or Google's 'Find My Device'. These are designed to help **you** locate a lost **gadget**. These security features help put off potential thieves by making the stealing of these **gadgets** less attractive. If these security features are built in to the **gadget**, it is a policy requirement that these are active. This is required during **your** period of insurance and throughout any claims process. If these security features are not active, **we** will not pay **your** claim.

We've all been there, dropping a **gadget** is a sure-fire way to damage it. However, **you** can protect against this by simply buying a case, which will go some way to keeping the **gadget** safe.

Don't forget to also keep a record of **your** mobile phone's IMEI number, this is unique to **your** mobile phone. If the worst happens, it will allow **you** to be reunited with **your** device. **You** can find this by typing \*#06# into **your** mobile phone's keypad.

You can also register your device for FREE on https://www.immobilise.com

*We* recommend *you* use any biometric security features that *your gadget* has. This should be in addition to adding a pin code or password. This will ensure that *your* personal information remains private if it falls into the wrong hands.

There are also a variety of tracker applications which could enable **your** device to be found. Please always contact the police and let them retrieve the device, never take the law in to **your** own hands!

Avoid using the **gadget** in public places in situations where **you** might be distracted, such as public transport. These situations make easy targets for thieves.

# **IMPORTANT INFORMATION**

If you are a corporate customer the following applies to you:

- The company, partnership, or corporate entity, must be based in the **United Kingdom**.
- You must be the owner or user, of the gadget(s) listed in the Policy Schedule

And would like cover for:

Accidental Damage	Worldwide Cover
Liquid Damage	Accessories
• Breakdown	• Theft
Malicious Damage	• Loss

#### Giving us all the important information:

When **we** accept **your** application for this insurance, **we** will rely on the information **you** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **you** take out, or make changes to, **your** policy. If the information provided by **you** is not complete and accurate the extent of cover may be affected and:

- we may cancel your policy and refuse to pay any claim or
- we may not pay any claim in full.

We will write to you if we:

- intend to cancel your policy; or
- need to amend the terms of *your* policy; or require *you* to pay more for *your* insurance.

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

Please keep your insurance documents safe.

# **RULES FOR GADGETS**

We can only insure gadgets that are:

- bought new or refurbished from a UK VAT registered company and supplied with a *proof of purchase*. If bought overseas the company must be registered for the equivalent tax; or
- bought second hand provided that you have the original proof of purchase, which corresponds to criteria 1 above. The original proof of purchase and letter must include the following details of your gadgets:
  - a. either the IMEI or serial number (whichever is applicable);
  - b. the make and model;
  - c. the sale price (the price paid);
  - d. confirmation that the *gadgets* were in full working order at the time of sale.
- 3. *registered* and appear on *your* Policy Schedule.
- 4. no more than 36 months old when you first bought cover for the gadget.

*We* will only provide cover for SIM enabled *gadgets* if there is an active SIM registered at *your* address.

The insurance will provide cover for the *registered gadgets* which belong to *you*.

Please note: There are some exceptions and exclusions relating to the cover provided by this policy. It is therefore important that **you** read the section headed "What **we** will not cover".

Important Information: The **gadget** must be in good condition and fully working when the policy is bought. If there's proof that the **gadget** was damaged, lost, or stolen before the policy start date, **we** will not pay **your** claim. The **Claims Administrator** may also inform the Police and take further legal action against **you**. **You** must be a permanent UK resident to buy this insurance. **You** and the **gadgets** must be in the **United Kingdom** when purchasing cover. We have not recommended whether this policy suits your specific needs, so you need to decide that on your own. You have made a reasoned decision based on the information provided. You can cancel this insurance at any time should you decide the cover is no longer suitable. Please refer to the cancellation conditions contained in this policy for full details.

If **you** need any help with **your** policy, please contact CoverCloud and they will be happy to assist **you**. **We** can also supply this policy wording in another format if required, such as Braille.

# **DEFINITIONS**

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

Accessories	for example chargers, protective cases, carrying cases and hands-free mounting kits. SIM cards, any item defined as a <b>gadget</b> or <b>accessories</b> not bought at the same time as the <b>gadget</b> are not covered under this policy.
Accidental Damage / Accidentally Damaged	unexpected damage to the <b>gadget</b> which means it cannot be used or is unsafe to use. The damage must be sudden and unintentional. This includes damage to screens and sudden and unexpected damage caused by liquid.
Beyond Economical Repair	repair costs are higher than the value of the <b>gadget</b> because of spare parts not being available or for technical reasons.
Breakdown	the failure of a <b>gadget</b> due to an internal electronic, electrical, or mechanical defect. The failure must cause the <b>gadget</b> to cease working, requiring repair before it can work again.
Claims Administrator	Taurus Insurance Services Limited. Suite 2209-2217 Eurotowers, Europort Road, Gibraltar. Taurus act as both policy and claim administrators.
Custom Built	a complete computer or laptop made from new components. Supplied and assembled by qualified engineers at a tax registered company.
Excess	the amount <b>you</b> will be responsible for in respect of each <b>gadget</b> being claimed for under each incident. The amount is shown on <b>your</b> Policy Schedule, dependant on the <b>excess</b> amount <b>you</b> chose for each <b>gadget</b> chosen.

Gadget/Gadget(s)	Mobile Phones, Smart Phones, PC's and Laptops
	(including <b>custom built</b> ), Tablets, Digital Cameras,
	Games Consoles, Video Cameras, Camera Lenses, Bluetooth Headsets, Bluetooth Speakers, Satellite
	Navigation Devices, E-Readers, Head/Ear Phones,
	Smart Watches or a wrist worn Health and Fitness
	Tracker.
	If <b>you</b> are unsure whether a <b>gadget</b> is covered in the
	above list, please contact CoverCloud on 0345 812 0030 or email admin@covercloud.co.uk
Immediate family of	the spouse, partner, parents, children, brothers, or
your employee	sisters who permanently reside in the <b>UK</b> and live in
	<i>your</i> employees' home.
Loss	<i>you</i> accidentally left the <i>gadget</i> somewhere and can no longer find or use it.
Malicious Damage	the intentional actions by someone not covered by
	this policy that damages the <b>gadget</b> . The damage must make the <b>gadget</b> unusable or unsafe to use.
Manufacturer Security	the inbuilt security features of the <b>gadget</b> . For
	example Apple 'Find My' or Google 'Find my Device'.
Proof of Purchase	the original printed receipt, or a similar electronic
	record, that can be sent to <b>us</b> . This document cannot be handwritten and must give details of the <b>gadget</b>
	bought, including any <b>accessories</b> . The <b>proof of</b>
	<b>purchase</b> should prove that <b>you</b> are the legal owner of
	the <b>gadget</b> and confirm the age of the <b>gadget</b> .
	The document should include confirmation of the IMEI or serial number of the <b>gadget</b> . It should also include
	the <b>purchase date</b> , the <b>purchase price</b> , and the <b>UK</b>
	VAT registration number of the company. If bought overseas the company must be registered for the
	equivalent tax.
	For second-hand <b>gadgets</b> , <b>we</b> need to see the original
	receipt, as detailed above, and evidence of resale. A
	receipt or electronic record from a retailer or person selling the <b>gadget</b> to <b>you</b> is not enough.
	Delivery notes are not an acceptable form of <b>proof of purchase</b> .
Proof of Usage	evidence that shows the <b>gadget</b> has been in use before the event which leads to the claim. If <b>you</b> have
	a mobile phone, or other SIM enabled <b>gadget</b> , usage
	will be provided by <b>your</b> network provider. For other
	<i>gadgets</i> , such as laptops this may be determined through inspection by <i>our</i> repairers.
Purchase Date	the date shown on the <b>proof of purchase</b> .
Purchase Price	the sale price shown on the <b>proof of purchase</b> .
Registered	the <b>gadgets</b> that <b>you</b> register and are stated on <b>your</b>
	current Policy Schedule. <i>Gadgets</i> not shown on <i>your</i>
	Policy Schedule at the time of the incident will not be covered by this policy.
	You will need details of the make, model, date you
	bought it and serial number or IMEI of the <b>gadget</b> .

Taurus Warranty	the period when the <i>Claims Administrator</i> will fix any material or workmanship defects to a <i>gadget</i> they have repaired or replaced.
	For a repair the <b>Taurus warranty</b> is three months and for a replacement the <b>Taurus warranty</b> is 12 months.
	This warranty also covers the costs associated with transporting the <b>gadget</b> to and from <b>our</b> repair centre.
	The <b>Taurus warranty</b> does not cover wear and tear, damage, maintenance or any loss not caused by a defect.
Theft	a third party taking the <b>gadget</b> from <b>you</b> with the intent to keeping it, using force, threats, or pickpocketing.
Unattended	the <b>gadget</b> is neither on <b>your</b> person or within <b>your</b> sight and/or reach
United Kingdom (UK)	England, Scotland, Wales and Northern Ireland.
Water-based activities	activities and sports that take place on or in water, for example swimming, diving, boat-rides, jet skiing.
We, Us, Our	AmTrust Specialty Limited.
Worldwide Cover	cover is worldwide for a maximum of 90 days any one trip. If <b>your</b> trip is more than 90 days, cover will stop after 90 days. It will start again when <b>you</b> return to the <b>United Kingdom</b> . There is no limit to the number of trips <b>you</b> can make.
	No cover is provided if <b>you</b> travel to anywhere that the Foreign Commonwealth and Development Office (FCDO) has a travel warning in place. Please check the FCDO travel advice line at https://www.gov.uk/ foreign-travel-advice or contact 0207 008 1500.
You, your, yourself	The company, partnership or corporate entity as stated on your Policy Schedule as the "Insured Company". This also includes any employee contracted by the company, any director, or the <i>immediate family of your employee</i> who uses or owns a <i>gadget</i> listed on the Policy Schedule.
	The company must be based in the <b>UK</b> and any employee must be a permanent <b>UK</b> resident.

# **YOUR COVER**

This section of the policy sets out the cover **we** provide to **you**. **You** must follow these terms and conditions to make a successful claim.

It is important that **you** understand:

- if only a part (or parts) of the *gadget* have been damaged, *we* will only replace that part or parts.
- the *gadget* must be repaired by the *Claims Administrator* or their approved repairer. Do not attempt to repair it yourself.

- the most we will pay for any claim is the single item limit if shown in your Policy Schedule. This amount will not be more than the replacement cost of each gadget being claimed for. The claim payment will not be more than:
  - the original *purchase price* or
  - the current market value of each gadget,

whichever is the lowest amount.

- replacements will be pre-owned, refurbished or remanufactured (not brand new). It might not be possible to replace the *gadget* with the same colour or finish. Where this is not possible a different colour or finish will be provided.
- you must pay an excess for each and every valid claim. The excess is payable for each gadget being claimed for under each incident, and is shown on the Policy Schedule.
- there is no cover if *you* travel to a country where the Foreign Commonwealth and Development Office has a travel warning in place. Please check the FCDO travel advice line at https://www.gov.uk/foreign-travel-advice or contact 020 7008 1500.

## Accessories

What we will cover if your claim is accepted:

- We will replace any accessories damaged, stolen or lost at the same time as the gadget.
- ✓ We will replace any accessories that don't work with the replacement gadget provided by the Claims Administrator.

#### What we will not cover:

- **X** Accessories not bought at the same time as the gadget claimed for.
- Accessories not attached to the gadget at the time of the incident occurring.
- Cosmetic damage to accessories. For example marring, scratching and denting.
- X Any accessory that **we** consider to be a **gadget**.

## Accidental damage

What we will cover if your claim is accepted:

- ✓ We will repair or replace the *gadget* if it is *accidentally damaged*.
- We will repair or replace the *gadget* if it is damaged by accidental contact with any liquid.

#### What we will not cover:

- Accidental damage that is not caused by you or the immediate family of your employee.
- Liquid damage that happens while you are taking part in water-based activities.
- Accidental damage of the gadget where it is stored anywhere out of your immediate control. This includes as checked-in baggage or in bus, coach or train baggage compartments.

- Accidental damage of the gadget where it is stored in overhead storage on a plane.
- Any damage unless the damaged gadget is provided for repair to our approved repairers.
- Repairs, or other costs for repairs carried, out by anyone not authorised by us.
- Cosmetic damage that does not stop the *gadget* from working correctly. For example marring, scratching and denting.

## Breakdown

#### What we will cover if your claim is accepted:

- ✓ We will repair or replace the *gadget* if it suffers *breakdown*.
- ✓ Any costs incurred in obtaining a *breakdown* report to prove *your* claim.

#### What we will not cover:

- Any breakdown unless the gadget is provided for repair to our approved repairers.
- Repairs, or other costs for repairs carried, out by anyone not authorised by us.
- X Any **breakdown** that happens within the manufacturer's warranty period.
- X Any *breakdown* that the manufacturer's warranty would not cover.
- **Breakdown** caused by a repair that has not been authorised by the manufacturer or by the **Claims Administrator**.

## Loss

#### What we will cover if your claim is accepted:

✓ If **you** accidentally lose the **gadget**, **we** will replace it.

#### What we will not cover:

#### Loss of the gadget if:

- you did not report this to the local Police within 24 hours of discovering the loss.
- **you** did not report to **your** network provider, where appropriate, within 24 hours of discovering the **loss**.
- it is stored anywhere out of your immediate control. This includes as checked-in baggage or in bus, coach or train baggage compartments.
- where the manufacturer security is not enabled without good reason. The manufacturer security must remain enabled on the gadget throughout the loss claims process.

## Malicious damage

What we will cover if your claim is accepted:

✓ If the *gadget* suffers *malicious damage*, *we* will repair or replace it. Where only part or parts of the *gadget* have been damaged, *we* will only replace that part or parts.

#### What we will not cover:

- **x** Malicious damage caused by you or the immediate family of your employee.
- Malicious damage to the gadget not reported to the local Police within 24 hours of discovery.
- Repairs, or other costs for repairs carried, out by anyone not authorised by us.

## Theft

What we will cover if your claim is accepted:

✓ If the *gadget* is stolen, *we* will replace it.

#### What we will not cover:

#### Theft of the gadget:

- if you did not report this to the local Police within 24 hours of discovering the incident.
- if you did not report this to your network provider, where appropriate, within 24 hours of discovering the incident.
- if it is stored anywhere out of your immediate control. This includes as checked-in baggage or in bus, coach or train baggage compartments.
- if the manufacturer security is not enabled without good reason. The manufacturer security must remain enabled on the gadget throughout the theft claims process.
- from a vehicle or building, unless all security measures were in place. This includes those to prevent unauthorised keyless entry to vehicles. The **gadget** must be hidden out of sight so that forced and violent entry causing damage is required. Evidence of the thief's damage must be provided with **your** claim.

# WHAT WE WILL NOT COVER

## **Policy excess**

**You** must pay a policy **excess** each and every valid claim. The **excess** is payable for each **gadget** being claimed for under each incident.

Your excess is displayed by each gadget on your Policy Schedule.

## **General exclusions**

We will not pay for any:

- 1. claim for a device which is not shown in the definition of a *gadget*.
- 2. claim if the **gadget** has not been **registered** and therefore is not listed in **your** Policy Schedule.
- 3. claim if **you** have committed fraud or provided dishonest or misleading information.
- 4. claim if **you** are unable to give **us** complete details about the circumstances of the claim.
- 5. claim if *you* cannot provide *proof of purchase* if the *Claims Administrator* asks to see it.
- 6. claim for a *gadget* which was more than 36 months old when *you* first bought cover for the *gadget*.
- 7. claim if the policy was bought while **you** or the **gadget** were not in the **United Kingdom**.
- claim if the *gadget* is SIM enabled and *you* cannot show the *Claims Administrator proof of usage*. If the *gadget* does not use a SIM, usage will be obtained by *our* engineers.
- 9. claim if the *manufacturer security* was not on at the time of *theft* or *loss*.
- 10. claim if the *manufacturer security* was turned off before the claims process has been completed.
- 11. claim if you have not paid the excess to the Claims Administrator.
- 12. claim if **you** cannot show a police crime report or lost property report, if the **Claims Administrator** asks to see one.
- 13. claim as a result of confiscation or detention by customs, other officials or authorities.
- 14. claim if **you** knowingly leave the **gadget unattended** and at risk of being lost, stolen or damaged. For example if the **gadget** is left at the side of a sports pitch whilst **you** are taking part in the sport.
- 15. claim if the *gadget* wasn't in good condition and in full working order when *you* bought the policy.
- 16. claim for accidental damage, theft or loss caused by deception.
- 17. claim if *you* have failed to take precautions to prevent *accidental damage*, *theft* or *loss*. This will include, for example:
  a. not using the *gadget* in line with the manufacturer's instructions;
  b. handing the *gadget* to a person who *you* do not know.
- 18. claim if the IMEI/Serial number cannot be identified from the *gadget*.
- 19. claim if *your* premium is overdue and *you* do not pay the outstanding balance.
- 20. claim that is only for a part of the *gadget* that is a consumable, for example a battery.
- 21. claim if there is evidence that the damage, **theft** or **loss** happened before the policy started.
- 22. repairs or other costs for repairs carried out by anyone not authorised by **us**.
- 23. 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 there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- claim resulting from an unlawful act. This will include, for example:
  a. any unlawful act deliberately or intentionally committed by an *you*; or
  b. the operation of law or the order of any court; or
  c. civil or criminal proceedings against *you*.
- 25. modifications that have been made from the original specifications of the *gadget*. This would include things like adding gems or precious metals.
- 26. loss of any software or firmware failures.
- 27. costs from not being able to use the *gadget* or any loss other than the repair or replacement costs.
- 28. loss, damage or expense directly or indirectly caused by, or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer system, computer software programme malicious code, computer virus or process or any other electronic system.
- 29. 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.
- claim resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- 31. claim after the 90th day, if *your* trip is more than 90 days, until *you* return to the *United Kingdom*. There is no cover if *you* travel to a country where the Foreign Commonwealth and Development Office have a travel warning in place. Please check the Foreign Commonwealth and Development Office travel advice line at https://www.gov.uk/foreign-travel-advice or contact 020 7008 1500.

# **HOW TO MAKE A CLAIM**

Please note that claims can only be made by the person detailed on the Schedule of Insurance as the "Contact Name" or their authorised representative.

Firstly, please check **your** policy and Policy Schedule to see if **you** have the appropriate cover.

If an incident happens that might lead to a claim, **you** can notify the **Claims Administrator** through their online claims portal using this link:

https://covercloud.taurus.claims

You can also call the Claims Administrator on 0330 020 0028.

**You** should claim as soon as possible but within 30 days following the discovery of the incident. If the incident happens outside the **UK**, as soon as reasonably possible after returning to the **UK**.

In exceptional circumstances **we** may consider a delayed claim where there is no additional loss to **us**.

## **Conditions and limitations**

If **you** don't follow these rules, **we** may not pay **your** claim. **You** must:

- a. report the **theft** or **loss** of the **gadget** to **your** network provider, so they can blacklist it. This applies if the **gadget** is SIM enabled.
- b. report the *theft*, *loss*, or *malicious damage* of the *gadget* to the local police where the incident happened. *You* should do this within 24 hours of discovery. *You* must get a crime reference number and a copy of the police report.
- c. provide the **proof of purchase** for the **gadget you** are claiming for. This should include the serial number or IMEI and other identifying details where appropriate. The **proof of purchase** must show that **you** own the **gadget**.
- d. provide the *proof of usage* (in respect of SIM enabled *gadgets*) from *your* network provider. This must confirm that the *gadget* has been in use since the policy started and up to the time of *your* claim.
- e. complete and return any claim form or documents that the *Claims Administrator* asks for. For example, the *Claims Administrator* may ask for proof of address, employment, or travel or photo ID.
- f. not attempt to repair the item yourself or use an unauthorised repairer. To do so will invalidate the cover.
- g. not format the *gadget* in a way that makes it impossible to get the date it was last used. .
- h. pay the excess asked for by the Claims Administrator.
- i. give details of any other contract, guarantee, warranty or insurance that may apply to the *gadget*. For example, household insurance which may cover part of the claim costs.

## Information disclosure

During the claim process **you** must always be open and honest. If not, **we** may not pay **your** claim.

If there are inconsistencies in the details **you** give, **we** may not pay **your** claim. This includes if **you** do not give details of any other insurance policy that covers the **gadget**.

# **CLAIM SETTLEMENT**

## Repair and replacement equipment

Please note: This is not a 'new for old' insurance policy. If **we** replace a **gadget**, the replacement will be pre-owned, refurbished or remanufactured. It will not be brand new. It might not be possible to replace the **gadget** with the same colour or finish. In this case **we** will provide one with an alternative colour or finish.

- a. For accidental damage, malicious damage and breakdown claims, if we accept your claim, we will try to repair your gadget. If your gadget is beyond economical repair, we will replace it.
- b. For **theft** and **loss** claims, if we accept **your** claim, **we** will replace **your** gadget.

If **we** replace **your gadget**, the replacement will be of identical specification. It will also take in to account **your gadget's** age and condition.

- c. Repairs or replacements will only be made in the United Kingdom.
- d. If we replace a gadget, the original gadget becomes our property. You must return it to the Claims Administrator immediately. Please call the Claims Administrator on 0330 020 0028 and they will provide details for its return.
- e. All *gadget* repairs have a 3-month warranty. If *you* make a claim under the *Taurus Warranty*, *you* must return the *gadget* to the *Claims Administrator*.
- f. All replacement *gadgets* are issued with a 12-month warranty. If *you* make a claim under the *Taurus Warranty*, *you* must return the *gadget* to the *Claims Administrator*.
- g. If your existing accessories do not work with the replacement gadget, we will pay to replace them. You will have to buy new accessories, and show us a proof of purchase for them.
- h. The *Claims Administrator* will pay a *Taurus warranty* claim for a *gadget* damaged in transit only if *you* report it on 0330 020 0028. *You* must
  - · do this within 48 hours of delivery, and
  - keep the packaging to allow the *Claims Administrator* to investigate the claim.

## Limit of liability

The most **we** will pay for any claim will not be more than the replacement cost of each **gadget** being claimed for. **We** will not pay more than:

- the original *purchase price*; or
- the current market value of each gadget,

whichever is the lowest amount.

The maximum **we** will pay for any claim for **accessories** is the **purchase price** or  $\pounds$ 150, whichever is the lowest amount.

## Average clause

*We* will reduce the amount *we* pay for a claim if *your* insured amount is less than the *purchase price* of the *gadget*. This is how *we* calculate it:

Amount of Claim = Actual loss × (sum insured / purchase price)

Example:

If the **gadget** cost £1,000 but is insured for £500, that is half (50%) its value. This means **we** will pay half of the amount **you** claim.

# FRAUD

If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** might:

- not pay your claim; and
- recover (from you) any payments we have already made in respect of that claim; and
- cancel your insurance from the time of the fraudulent act; and

• inform the police of the fraudulent act.

If **we** cancel **your** insurance from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the premium already paid.

## LAW

The law of England and Wales will apply to this contract.

# SANCTIONS

**We** shall not provide cover and or be liable to pay any claim or provide any benefit under this insurance if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# **POLICY CANCELLATION**

Please note that cancelation can only be requested by the person detailed on the Schedule of Insurance as the "Contact Name" or their authorised representative.

**We** take the security of **your** data seriously. **Your** policy will only be considered cancelled once CoverCloud has verified **your** identity. Confirmation of cancellation will then be made to **you** either verbally or in writing. There is no charge to cancel this policy.

## Cooling off period

**You** can cancel the policy for any reason within 14 days of receiving **your** documents. To cancel please contact CoverCloud at admin@covercloud.co.uk or by calling 0345 812 0030. **You** will receive a full refund of any premium paid, as long as **you** haven't made, and don't intend to make, a claim.

## After the cooling off period

## If you have a monthly policy:

**You** can cancel the policy at any time - just contact CoverCloud. If **you** cancel after the cooling-off period, **your** cover will continue until the end of the period **you** have paid for. **You** will not get a refund as the premium **you** have paid is for the cover **you** have already received.

## If you have an annual policy:

**You** can cancel the policy at any time - just contact CoverCloud. Cover will end when CoverCloud receives **your** notice of cancellation and verifies **your** identity. CoverCloud will refund the premium that applies for the period after the policy ends. If **you** have made a claim during the period of cover, **you** will not get a premium refund.

## Cancellation by us

When **your** annual policy is due for renewal, CoverCloud will give **you** at least 21 days' notice before the renewal date by email. If CoverCloud has been unable to collect an annual premium payment from **you** they will email **you** after the missed collection to ask for payment. If CoverCloud does not receive payment within seven days, they will cancel **your** policy immediately. CoverCloud will email **you** confirmation of this cancellation.

If a **you** miss a monthly payment, CoverCloud will email **you** to ask for payment. If **you** miss another payment, CoverCloud will contact **you** again. If CoverCloud does not receive payment within 7 days, they will cancel **your** policy.

*We* may cancel this insurance by giving *you* at least 30 days written notice at *your* last known address. Reasons *we* may cancel the policy are, for example:

- If we or the Claims Administrator have reason to suspect you of fraud;
- if *you* use any threatening or bullying behaviour to *our* staff or the CoverCloud or the *Claims Administrator*'s staff
- if *your* policy has been active for seven years.

If any of these happen, CoverCloud may write to **you** with **our** concerns and ask **you** to address them. If **you** do not, CoverCloud will then cancel the policy. If **we** cancel **your** policy, **you** won't have to pay any further premium. **You** will still have cover for a valid claim if the incident date was before **your** policy ended.

# **POLICY AMENDMENT AND RENEWAL**

Please note that amendments can only be made by the person detailed on the Schedule of Insurance as the "Contact Name" or their authorised representative.

## **Mid-term changes**

If **you** need to make a change to **your** policy, please email admin@covercloud.co.uk.

NOTE: If **you** replace a **gadget**, the policy terms will apply to the new **gadget** as if buying a new policy.

If **you** have multiple **gadgets** on **your** policy **you** can remove a single **gadget** at any time. CoverCloud will calculate the revised premium, which will be in effect from **your** next collection date.

If any of *your* personal details change, please contact CoverCloud to update *your* policy. This will prevent any delays if *you* need to make a claim.

## If you have an annual policy:

CoverCloud will refund the premium that applies for the period after the policy ends. If **you** have made a claim during the period of cover, **you** will not get a premium refund.

## If you have a monthly policy:

**Your** cover will continue for the period **you** have already paid. CoverCloud will recalculate and confirm the new premium in writing before **your** next payment date.

If *you* want to cover more *gadgets*, please contact CoverCloud at admin@covercloud.co.uk or by calling 0345 812 0030. Make sure *you* include *your* existing policy number in *your* contact.

## Automatic renewal of your policy

#### If you have a monthly policy:

To make sure **you** have no break in cover, **your** policy continues from one month to the next until **you** or **we** cancel it. If **you** do not want **your** cover to continue, please see the cancellation terms above. **Your** premium will be collected by the method **you** chose when **you** bought the policy.

CoverCloud will write to **you** each year to remind **you** of the cover that **you** have. Please review **your** cover to make sure it is still right for **you**.

To make sure the policy offers fair value, **we** will renew **your** cover for a maximum of seven (7) years. If **your** policy is still active after seven years, **we** will write to **you** to confirm that cover will end after 30 days.

Occasionally CoverCloud will need to change **your** policy cover or premium. In this instance, they will give **you** at least 30 days written notice of any change. They will send this to **your** email address **you** gave them when **you** bought the policy.

**You** can cancel **your** cover if **you** are not happy with these changes, please see 'Policy Cancellation'.

#### If you have an annual policy:

CoverCloud will send **you** a renewal notice at least 21 days before the annual renewal date of the policy. This will explain any changes that will apply to **your** premium or the policy terms and conditions after the renewal date. CoverCloud will then renew **your** policy unless **you** tell them not to.

**Your** renewal premium will be taken by the same method used when **you** bought the policy. If **your** payment details have changed, **you** can contact CoverCloud at:

admin@covercloud.co.uk

or visit:

https://www.covercloud.co.uk/gadget-insurance

and log into "My Account" to amend **your** details. **You** can tell CoverCloud about any changes to **your** policy details at any time by calling 0345 812 0030.

If **you** don't want to renew, contact CoverCloud using the details in the renewal notice. If **you** do nothing, **your** policy will automatically renew. However, **you** can tell CoverCloud at any time that **you** don't want automatic renewal of **your** policy.

If CoverCloud cannot collect **your** renewal premium **your** policy will end. CoverCloud will contact **you** by email to tell **you** if this happens.

To make sure the policy offers fair value, **we** will renew **your** cover for a maximum of seven (7) years. If **your** policy is still active after seven years, **we** will email **you** confirm that **your** policy will not renew.

# **COMPLAINTS**

## What to do if you have a complaint:

It is always the intention to provide **you** with a first-class service. However, if **you** are not happy with the service provided, please use the contact details below.

#### Sales Complaints:

The Compliance Officer Acumen Insurance Services Ltd St Clare House 30-33 Minories London EC3N 1PE

Tel: 0345 812 0030 Email: admin@covercloud.co.uk

#### **Claims Complaints:**

Customer Relations Officer Taurus Insurance Services Suite 2209-2217 Eurotowers Europort Road, Gibraltar

Tel: 0330 020 0028 Email: gadget.complaints@taurus.gi

# Taking your complaint to the Financial Ombudsman Service (FOS):

If you:

- are not happy with the final response to your complaint, or
- **you** have not received a response within eight weeks of the date **you** made the complaint,

and **you** are:

- a 'micro-enterprise' (a type of small business) with an annual turnover or balance sheet that does not exceed €2 million and fewer than ten employees
- a small or medium-sized enterprise (SME) with an annual turnover of no more than £6.5 million and fewer than 50 employees
- a charity with an annual income of less than £6.5 million
- a trust that has a net asset value of less than £5 million

**you** may be eligible to take the complaint to the FOS, but **you** must do this within six months. **You** can find more information at:

www.financial-ombudsman.org.uk

The FOS is there to help resolve complaints when **you** are not happy with the response **you** have received. The service it offers is free and independent. Its contact details are:

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR Tel: 0800 023 4567 (calls to this number are free on mobile phones and landline) or

Tel: 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers.)

Email: complaint.info@financial-ombudsman.org.uk

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

# **YOUR RIGHTS**

#### **Premiums and Claims:**

CoverCloud acts as **our** agent when it handles **your** premium payments and any claims **you** make. This means that **we** consider that:

- when you pay a premium to CoverCloud, we have received it.
- **we** have settled any valid claim **you** make only when **you** have actually received a repaired or replacement **gadget**.

# FINANCIAL SERVICES COMPENSATION SCHEME

#### If you are:

- a 'micro-enterprise' (a type of small business) with an annual turnover or balance sheet that does not exceed €2 million and fewer than ten employees
- a small or medium-sized enterprise (SME) with an annual turnover of no more than £6.5 million and fewer than 50 employees
- a charity with an annual income of less than £6.5 million
- a trust that has a net asset value of less than £5 million

**you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if **we** cannot meet **our** liabilities under this policy.

The level of compensation provided will depend upon the circumstances of the claim. Further information is available from the FSCS by writing to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU, UK or by phone on 0800 678 1100 or 0207 741 4100 or from their website at <a href="http://www.fscs.org.uk">www.fscs.org.uk</a>.

# **DATA PROTECTION NOTICE**

AmTrust Specialty Limited (AmTrust) will keep **your** personal information safe and private. AmTrust follows all laws that protect **your** privacy. Under the laws, AmTrust is responsible for handling **your** personal information as Data Controller. Here is a simple explanation of how and why it does this.

For more details visit the website at www.amtrustinternational.com/dpn

## What AmTrust does with your personal information

There are different reasons for using *your* information. AmTrust will need it to:

- give you this policy.
- contact you to ask if you want to continue with the policy.
- protect both you and AmTrust against fraud and money laundering.
- follow the law and any regulations that apply.

AmTrust might need **your** information:

- to run through its computer systems to see if it can offer *you* this policy.
- to help you if you have any queries or want to make a claim.
- to give you information, products, or services that you ask for.
- for research or statistics.

Some personal information is very private or sensitive. For example, information about *your* health or any criminal convictions *you* might have. AmTrust might need this kind of information to decide if it can offer *you* this policy, or to help *you* with a claim. It will only use this type of information for these specific reasons and will follow any rules that it has to.

AmTrust might need to share **your** information with companies and people who provide a service to it, or to **you** on its behalf. It will only do this if the law allows it to. This includes, for example:

- companies in the AmTrust group and people it works with.
- reinsurers, insurance brokers, insurance reference bureaus and agents.
- credit and fraud agencies.
- medical professionals.
- regulators, and anyone it might need to share the information with by law.

AmTrust might send **your** information outside the UK and European Economic Area for processing and storage. This can include to the USA and Israel. It makes sure that **your** information is stored safely and processed in line with the law and this notice.

You can ask AmTrust to:

- provide you with the information it has about you.
- restrict or stop processing your information in certain occasions.
- correct any mistakes or updates.
- delete your information (although there are some things it cannot delete).
- give *your* information to someone else involved in *your* policy.
- not use *your* information for marketing.

If **you** think AmTrust has done something wrong with **your** information, **you** should speak to the local data protection authority.

AmTrust will:

- not keep *your* information longer than it needs to. This is usually up to 10 years after *your* policy ends.
- only keep **your** information longer than 10 years if there is a business or regulatory reason for doing so.

If **you** have questions about how AmTrust uses **your** information, contact its Data Protection Officer.

The contact details are on the website: <u>www.amtrustinternational.com/dpn</u>



