

Silver, Gold & Platinum Cover

Mobile device insurance.

Provided by A1 Comms Ltd.
trading as Buymobiles



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Introduction.

This insurance has been specifically designed to provide insurance protection for **your mobile device** and meets the demands and needs of individuals permanently resident in the UK who have purchased a **mobile device** from Buymobiles and wishes to protect it against **accidental damage, breakdown, theft** and **accidental loss**.

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

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

This policy provides cover for **your mobile device** as detailed in **your certificate schedule** and the cover provided to **you** under this policy is subject to the terms, conditions and limitations which are listed in this Policy Document.

Please keep your insurance documents safe.

Please keep this Policy Document and **your certificate schedule** in a safe place in case **you** need to read it again or make a claim.

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

Please read both documents carefully and please be aware that if **you** do not comply with the policy conditions, this may result in this policy being invalidated or affect the amount **we** pay to **you** in the event of a claim.

If any of the details in this policy are incorrect, please contact **our administrator** immediately.

Certification of cover.

This document certifies that in accordance with the authorisation granted by Inter Partner Assistance SA UK Branch (IPA) to Citymain Administrators Ltd, and in return for payment of the premium, **we** agree to insure **you** in accordance with the terms and conditions contained in this Policy Document. **We** authorise Citymain Administrators to issue this Policy Document on **our** behalf.

About your insurance.

This insurance is offered to **you** at the time of purchasing **your mobile device** by:

A1 Comms Ltd. trading as Buymobiles. A1 Comms Ltd. is a company registered in England and Wales under company number 04455131.

This policy is underwritten by Inter Partner Assistance UK Branch which is a branch of Inter Partner Assistance S.A. Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664) is a Belgian firm authorised by the National Bank of Belgium under number 0487, with a registered head office at Louizalaan 166, 1050 Brussels. Deemed authorised by the Prudential Regulation Authority.

Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Inter Partner Assistance S.A. is part of the AXA Group. Inter Partner Assistance SA UK Branch (IPA) is referred to as "**we**", "**us**", "**our**" and "**Insurer**" in this Policy Document, and **we** appointed the **administrator** to administer this insurance on **our** behalf.

Your policy is administered by:

Citymain Administrators Limited, who are authorised and regulated by the Financial Conduct Authority under registration number 306535. This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register.

Important information.

This policy provides cover for those who wish to insure their **mobile device** against **accidental damage**, **accidental loss**, **breakdown** and **theft**. Some of these coverages are optional and **you** should read this Policy Document in conjunction with **your certificate schedule** which confirms the coverages **you** are insured for.

The exact level of coverage **you** have depends upon whether **you** have opted for the Platinum, Gold or Silver level of cover, please refer to the "What is Covered" section of this Policy Document. In addition, the level of cover **you** have selected will be shown on **your certificate schedule**.

To understand what is covered under each of these policy features, please refer to the "What is Covered" section of this Policy Document.

Your mobile device must be in good condition and full working order prior to taking out this policy. If there is evidence that the damage, theft or loss occurred prior to the policy start date **your** claim will be refused and no premium refund will be due.

Period of cover.

You have purchased a monthly contract; **your** insurance starts at the time of purchase and lasts for a period of 1 month. The first month's insurance is offered for free. It will then continue for further monthly periods provided **you** continue to pay **your** monthly premiums as they become due.

The monthly premium **you** pay is as confirmed at the time of purchase and will be collected by the **administrator** monthly in advance by the payment method chosen by **you**.

Definitions

The words and phrases defined below have the same meaning wherever they appear in **your** Policy Document and the **certificate schedule** and are shown in bold italics throughout.

Accidental Damage - sudden and unforeseen damage not otherwise specifically excluded under this policy, including damage caused by fire and/or liquid damage, caused to **your mobile device** which was not deliberately caused by **you** or **your immediate family**.

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

Administrator - Citymain Administrators Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN. Tel No: 0333 999 7907 (local rate call).

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

Business Use – a **mobile device** provided by **your** employer in connection to **your** employment.

Certificate Schedule – the document provided to **you** following purchase of this policy which includes the details of **your mobile device** and **your** period of cover, limits of liability and excess payable.

Commercial Vehicle – whose main purpose is to transport goods and materials or (less commonly) passengers or any other vehicle that is being used for the same commercial or business purposes at the time of any **theft** of the **mobile device**.

Excess – the amount **you** have to pay if **you** decide to make a claim on **your** policy and as confirmed **on your certificate schedule**.

IMEI/Serial Number – the International Mobile Equipment Identity number which is the unique identification number that will be used to identify the **mobile device** or unique serial number ID for **your mobile device**.

Immediate Family – **your** spouse, partner, parents or **your** children who permanently reside with **you** at the address registered with **us**.

Mobile Device – **your** mobile phone or smartphone, (including iPhones) and tablets (including iPads) purchased by **you** from Buymobiles with a functioning SIM registered at **your** address in it at the time; **we** will request **your** call records to prove that the **mobile device** was being used up to the event giving rise to the claim.

Period of Insurance – the period shown in **your certificate schedule**.

Proof of Exchange – the original document provided to **you** from either a retail outlet or a retailer website of the seller of **your mobile device** that evidences a like for like exchange of a **mobile device**.

Proof of Purchase – the original purchase receipt provided at the point of sale (not from online auctions) that gives details of the **mobile device** purchased, or similar documents that provide proof that **you** own the mobile device.

Proof of Usage – the evidence from **your** network provider showing the **mobile device** has been in use since policy inception and up to the event giving rise to the claim.

Reasonable Precautions – **you** shall take all reasonable steps and precautions to prevent accidents or losses to the **mobile device**. In addition, **you** must not leave your property **unattended** if it is in a place where it is accessible to the general public. **We** will not pay any claims for property left **unattended** in publicly accessible places. **You** must act as though **you** are not insured.

Theft – the unauthorised dishonest taking of the **mobile device** by a third party with the intention of permanently depriving **you** of it; as confirmed by a Police report. **Theft** claims must be accompanied by a valid Police crime reference, loss report or incident numbers will not be accepted in support of a **theft** claim.

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

Violent and Forcible Entry – entry evidenced by visible damage to the fabric of the building, room, or vehicle at the point of entry.

We, Us, Our, Insurer – Inter Partner Assistance SA UK Branch (IPA) which is fully owned by the AXA Partners Group.

You, Your, Yourself – the person (aged 18 years or over), who owns the **mobile device** covered by this policy, as stated on **your certificate schedule**.

What is covered.

Subject to the cover selected and the exclusions shown later.

The cover level **you** have selected is shown on **your certificate schedule**.

Policy Feature	Silver	Gold	Platinum
Accidental damage	Yes	Yes	Yes
Accidental loss	No	No	Yes
Mechanical breakdown	Yes	Yes	Yes
Theft	No	Yes	Yes

Accidental damage.

We will repair or replace **your mobile device** if it is damaged as a result of **accidental damage**, providing the **mobile device** is returned to us. Where only part or parts of **your mobile device** have been damaged, we will only repair or replace that part or parts.

Accidental loss (Platinum Cover only).

In the event **you** accidentally lose **your mobile device** **we** will replace it. Where only part or parts of **your mobile device** have been lost, **we** will only replace that part or parts (in respect of a valid **loss** claim).

Breakdown.

We will repair or replace **your mobile device** if it suffers **breakdown**, providing the **mobile device** is returned to **us**. Please note that this cover only applies if the **breakdown** occurs outside the manufacturer's guarantee period.

Theft (Gold and Platinum Cover only).

In the event of **theft** of **your mobile device** **we** will replace it. Where only part or parts of **your mobile device** have been stolen, **we** will only replace that part or parts (in respect of a valid **theft** claim).

Important: Please note that **mobile device** cover is only provided where the item is fitted with an active functioning SIM. In the event of a claim **you** will be required to produce **proof of usage** from **your** network provider showing the **mobile device** has been in use since policy inception and up to the event giving rise to the claim.

Territorial limits.

This insurance covers a **mobile device** bought and used in the UK, but cover is extended to use anywhere in the world, for up to a maximum of 90 days, in any rolling 12-month period. Please note, any repairs or replacements must be carried out in the UK by repairers or retailers approved by **us**.

No cover is provided for claims where **you** are travelling to a country where the Foreign and Commonwealth Office (FCO) have advised against all but essential travel. **You** can check the FCO travel advice at www.fco.gov.uk.

What is not covered.

Policy excess.

There is a policy **excess** applicable to **your mobile device** in respect of every claim (this is the amount **you** must contribute towards **your mobile device** that is subject to a claim). This **excess** must be paid before we settle your claim.

The **excess** amount applicable in respect of each **mobile device** covered under this policy is as shown on **your certificate schedule**.

Theft Exclusions (Gold and Platinum Cover only).

We will not cover any claim:

- ❖ unless a Police crime reference number is provided in support of the **theft**. Lost property reports will not be accepted in support of a **theft** claim.
- ❖ for a **mobile device** stolen from any non-**commercial vehicle**, unless the **mobile device** is completely hidden from view within a glove compartment or boot, the non-**commercial vehicle's** windows and doors have been closed and locked and all security systems have been activated and **violent and forcible entry** to the non-**commercial vehicle** has been used. A copy of the repairer's account for such damage to the vehicle must be supplied with any claim.
- ❖ for **theft** of **your mobile device** left **unattended** in a public place or a place to which the public has regular access.
- ❖ where **you** have not taken **reasonable precautions** to protect **your mobile device**.
- ❖ for **theft** of the **mobile device** from the person unless force, pickpocket or threat of violence is used.
- ❖ where the **mobile device** has been stolen from any **commercial vehicle**;
- ❖ where the **mobile device** has been stolen from any premises unless force, resulting in damage to the premises was used to gain entry by **violent and forcible entry**. A copy of the repairer's account for such damage must be supplied with any claim.

Accidental loss exclusions (Platinum Cover only).

We will not pay any claim:

- ❖ unless a Police loss property reference is provided in support of the **accidental loss**. Where the Police will not provide **you** with a loss property reference, **we** will accept, as an alternative:
 - evidence that **you** have registered the ownership of **your mobile device** with www.immobilise.com; and
 - evidence that **you** have reported the **accidental loss** of **your mobile device** via <https://www.reportmyloss.com/uk>.
- ❖ for **accidental loss** of **your mobile device** left **unattended** in a public place or a place to which the public has regular access.
- ❖ where **reasonable precautions** have not been taken.
- ❖ **accidental loss** of **your mobile device** from any mode of public transport whilst left **unattended**.

General exclusions (applying to all coverages provided under this policy).

We will not cover the following:

- ❖ any claim when the **mobile device** was in the possession of any third party (other than a member of **your immediate family**) at the time of the event giving rise to the claim.
- ❖ any **mobile device** claim where the **proof of usage** is not provided.
- ❖ any **mobile device** claim where **you** cannot provide **proof of purchase** or **proof of exchange**.
- ❖ any claim for malicious damage caused by **you** or **your immediate family** the VAT element of any claim if **you** are registered for VAT.
- ❖ any claim where the policy **excess** has not been paid.
- ❖ the cost of any calls made from **your mobile device**.
- ❖ any **theft** or **accidental loss** of or **accidental damage** to any equipment or accessories including but not limited to carrying cases, battery chargers, hands-free mounting kit, cameras, PCIMA cards or external antennae.
- ❖ the costs of repair and replacement, under an approved claim, if **you** have not paid the policy **excess**.
- ❖ repair or replacement arising as a result of **you** not taking **reasonable precautions**, negligent use wilful abuse or misuse.
- ❖ any routine maintenance, adjustment, modification or servicing.
- ❖ any **accidental loss**, **theft** or **accidental damage** to SIM or memory cards in isolation (unless it accompanies a valid claim for **your mobile device**).
- ❖ any **accidental damage** or **breakdown** claim where the IMEI/Serial number cannot be determined from **your mobile device**.
- ❖ any claim if your **mobile device** was purchased:
 - outside the United Kingdom; or
 - second hand (including but not limited to **mobile devices** purchased from auction houses or auction websites).
- ❖ any other costs that are indirectly caused by the event which led to **your** claim, unless specifically stated in this policy.
- ❖ any kind of damage whatsoever unless the damaged **mobile device** is provided for repair.
- ❖ cosmetic damage only to the **mobile device** that has no effect on the device's functionality, to include, for example, marring, scratching and denting.
- ❖ any software or firmware failures.
- ❖ any claim when the **mobile device** is being used for **business use**.
- ❖ any claim where the **mobile device** has been stolen from any **commercial vehicle**.
- ❖ damage or destruction caused by, contributed to or arising from:
 - wear and tear or gradual deterioration of performance
 - using the **mobile device** for purposes other than those in the users' manual
- ❖ any claim resulting from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.
- ❖ any claim resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ❖ any damage directly occasioned by pressure waves caused by an aircraft and other aerial devices travelling at sonic or supersonic speeds.
- ❖ any **breakdown**:
 - that occurs during manufacturer's warranty period.
 - caused by placing or using the **mobile device** in a location or environment that is not in accordance with the manufacturers' instruction.

Policy conditions and limitations.

Claims procedures.

How to make a claim:

All claims must be notified as soon as it is reasonably possible after the event which causes **you** to submit a claim.

Following these procedures, and any instructions or advice given to **you** by **our administrator** will help **your** claim to run smoothly.

Theft / accidental loss claims:

You must notify the appropriate local police authority as soon as possible following discovery of the incident and obtain a crime reference number (for **theft** claims) or a loss property reference (for **accidental loss** claims) and a copy of the police crime report (where applicable).

Where **your** local Police force will not provide **you** with a loss property reference, **we** will accept, as an alternative:

- ❖ in the first instance, attempt to register a claim directly with the Police via 101 (non-emergency call line) or via the 101 website at <https://www.police.uk/pu/contact-the-police/report-a-crime-incident/>. This is a free service; or
- ❖ alternatively:-
 - provide us with evidence that **you** have registered the ownership of **your mobile device** with www.immobilise.com. This is a free service; and
 - evidence that **you** have reported the accidental loss of **your mobile device** via <https://www.reportmyloss.com/uk>. This is a chargeable service in some Police force areas (and free in others) but if **your** claim is approved, **we** will reimburse the cost subject to **you** providing **us** with proof of payment of the levied charge.

Should **you** be claiming for the **theft** or **accidental loss** of **your mobile device** **you** must also contact **your** network provider as soon as possible following discovery of the incident to place a call bar on **your mobile device**.

For all claims (including theft, accidental loss, breakdown and accidental damage):

You should contact **our administrator** as soon as reasonably possible following discovery of the incident (or in the event of an incident occurring outside of the **United Kingdom** as soon as reasonably possible following **your** return to the **United Kingdom**):

Online: www.eclaimcity.co.uk

Phone: 0333 999 7907 (local rate call)

Email: claims@citymain.com

Post: The Claims Team, Citymain Administrators Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN.

You should complete any claim form **you** may be provided with fully and return it to **our administrator** in accordance with their instructions, together with any requested supporting documentation including, but not limited to:

- ❖ **proof of purchase**, proof of date of purchase or **proof of exchange**
- ❖ **proof of usage**; and
- ❖ any other documentation **we** reasonably request that is relevant to **your** claim.

Our administrator will assess **your** claim and as long as **your** claim is valid, will authorise the repair or replacement of **your mobile device** in accordance with this policy.

Before **your** claim can be approved, **you** must pay the excess.

To help improve its service, our **administrator** may record or monitor telephone calls.

Equipment repairs.

If our **administrator** determines that **your mobile device** can be repaired following a valid claim:

1. **You** will be asked to send **your mobile device** to **our administrator** or to **our** authorised repairer. **You** will be responsible for the cost of postage. To avoid any further damage being caused to **your mobile device**, we recommend that **you** use a padded envelope and send **your mobile device** by registered mail. There is no cover provided by this policy in respect of damage, loss or theft for **mobile devices** which are not mailed this way.
2. **Our administrator** will arrange for the repair of **your mobile device** and return it to **you** by courier to **your** last known address or the address specified on **your** claim submission.
3. All repairs that are carried out to **your mobile device** will be guaranteed for 3 months*.

Replacement equipment.

If **our administrator** determines that **your mobile device** needs to be replaced following a valid claim:

1. Our administrator will endeavour to replace **your mobile device** with an identical, fully refurbished (or new where a refurbished item is not available) **mobile device** of the same age and condition as **your mobile device**. However, in the unlikely event this is not possible, **our administrator** will provide **you** with a fully refurbished (or new where a refurbished item is not available) **mobile device** of a comparable specification or the equivalent value taking into consideration the age and condition of **your mobile device** prior to **your** claim.
2. Any **mobile device** replaced by **our administrator** will be guaranteed for 3 months*.
3. Please note that although **we** will endeavour to replace **your mobile device** with the same colour, it may not always be possible and therefore **you** will be provided with an alternative colour in that situation.
4. If **we** replace **your mobile device** the damaged original **mobile device** becomes **our** property.

* the 3-month time period commences from the date of receipt by **you** of the first repaired/replacement **mobile phone** sent to **you** as settlement of **your** claim and ends 3 months after the date of receipt of the first repair or replacement **mobile phone**.

Limit of liability.

The **insurer's** maximum liability for any claim shall not exceed the maximum replacement value of **your mobile device** or the limits of liability shown on **your certificate schedule**.

Fraud.

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to:

- ❖ making a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- ❖ sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- ❖ making a claim for any loss or damage **you** caused deliberately; or
- ❖ acting dishonestly or exaggerating a claim.

We:

- a. are not liable to pay the claim; and
- b. may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c. may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

This Information may also be shared with the police and other insurers for fraud prevention purposes.

English law.

Unless specifically agreed to the contrary, this policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

Policy cancellation.

To cancel this policy, please contact **our administrator**:

Citymain Administrators Limited
3000 Lakeside
North Harbour
Western Road
Portsmouth
PO6 3EN

Telephone: 0333 999 7907 (local rate call)

Email: info@citymain.com

Cooling-off period.

You have the right to cancel this policy within 14 days of the date **you** purchased the policy or when **you** received the policy documents, if this is later. **You** do not need to provide a reason for cancellation, and **we** will provide a full refund of any premium paid, unless **you** have made a claim or there has been an incident likely to result in a claim.

Cancellation following the cooling-off period.

You may cancel the insurance at any time after the initial 14-day cooling-off period. If **you** cancel following the 14-day cooling-off period, **your** cover will continue until the end of the month for which **you** have already paid, there will be no refund of premium because **you** will only have paid for the cover **you** have already received.

Cancellation by us.

We shall not be bound to accept renewal of any insurance and may at any time cancel any Policy Document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation email or letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a. non-payment of premium
- b. threatening and abusive behaviour
- c. failure to provide documents
- d. non-compliance with policy terms and conditions
- e. a change in **your** circumstances means that **we** can no longer provide cover
- f. where **we** identify **your** involvement in, or association with, insurance fraud or financial crime
- g. where **you** have misrepresented or provided false information to the questions asked when **you** purchased, renewed or amended **your** policy

If **we** cancel **your** policy, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 11. Where **we** agree to provide **you** with a refund, **we** calculate any refund due by calculating the number of days that **you** have remaining on cover and refund the amount relating to this pro-rata period.

Mid-term adjustments.

Changing **your mobile device** or personal details.

Changing **your** policy.

You must take reasonable care to provide accurate and complete answers to all the questions **you** are asked when **you** take out or make changes to this policy.

You must notify **our administrator** as soon as possible if any of the information in **your** policy documents is incorrect or if **you** wish to make a change to **your** policy.

If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify **our administrator** of any incorrect information or changes **you** wish to make, **your** policy may not operate in the event of a claim, we may charge **you** and additional premium, **we** may not pay any claim in full or **your** policy could be invalid.

Changes that may affect **your** cover.

You must tell **us** as soon as possible about any changes to the information **you** provided when **you** purchased this policy, for example:

- ❖ **Your** name or address
- ❖ Changing **your mobile device**

This is not an exhaustive list and any changes you tell us about may affect your cover or result in a change to your premium. If **you** are unsure whether a change may affect **your** cover, please contact **our administrator**.

Should **you** replace **your** existing **mobile device** with a new **mobile device** whilst this policy is in force, **we** will consider transferring the benefit of the policy. If the new **mobile device** falls into a different premium banding to **your** original **mobile device** the premium and/or excess payable may change. **We** will advise **you** of any change in premium or excess at the time that **you** update **your mobile device**.

A new **certificate schedule** will be issued. **You** must advise **our administrator** of the make and model and **IMEI/Serial number** of **your** new **mobile device**. In the event of a claim, **you** will need an official **proof of purchase** or **proof of exchange** showing the details of **your** new **mobile device** and **you** should note that any age restrictions on **your mobile device** will apply at the time of insuring **your** new **mobile device**.

In the event that any of **your** personal details change, such as address, email or contact numbers, please ensure **you** advise the **administrator** as soon as possible for **your** details to be updated to prevent any delays when making a claim.

Automatic renewal of your policy.

Your policy is a rolling monthly policy and therefore to ensure **you** maintain continuous cover **under** your policy it will automatically be renewed each month. Unless **you** advise us otherwise **your** monthly premium will be collected by the **administrator** using the payment method chosen by **you** at the time of the initial purchase of this policy.

Please note: although this insurance is offered at the time of purchase of **your mobile device**, it is a separate contract and is not linked to the length of **your mobile device** contract. Therefore, should **you** decide to cancel **your mobile device** contract, either during the cooling-off period or at the end of the contract term, it will not automatically cancel this insurance policy. **You** have the option of transferring the benefit of this insurance to another **mobile device** or to cancel this policy at any time, as stated under the Policy Cancellation section.

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, in the first instance, please write to the Customer Relations Manager of the **administrator**. Their contact details are:

FAO: Customer Relations Manager
Citymain Administrators Ltd
3000 Lakeside
North Harbour
Western Road
Portsmouth
PO6 3EN

Tel: 0333 999 7907 (local rate call)

email : info@citymain.com

Following **our** complaints procedure does not affect **your** legal rights as a consumer. For further information **you** can contact the Citizens Advice Bureau or Trading Standards.

If **we** have not completed our investigations into **your** complaint within 8 weeks of receiving your complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financial-ombudsman.org.uk.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567

Online: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>

Following this complaint procedure does not affect **your** right to take legal action.

Financial services compensation scheme.

Your insurer is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **your insurer** cannot meet their obligations, depending on the type of insurance and the circumstances of **your** claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to:

Financial Services Compensation Scheme
P O Box 300
Mitcheldean
GL17 1DY

Premiums and claims – your rights.

When handling premium payments from **you** that are due to the **insurer** and when handling any claim **you** make, the **administrator** acts as an authorised agent of the **insurer**. This means that when you pay a premium to the **administrator** it is deemed to have been received by the **insurer** and that any valid claim **you** make it is not deemed to have been settled by the **insurer** until **you** have actually received a repaired or replacement **mobile device**.

The Insurer's right to change the premium and/or cover (monthly policies).

You will receive at least 30 days' written notice if **we** decide, or need, to change **your** policy cover, the policy excess or the price of this policy for any reasons, for example:

- ❖ to reflect increases or reductions in the cost (or projected cost) of providing this policy, including, but not limited to, increases or reductions caused by changes to the number, length, cost or timing of claims which **we**, as part of **our** pricing policy, have assumed or projected will be made under this policy;
- ❖ to cover the cost of any changes to the cover/benefits provided under this policy including, but not limited to, reductions in the time that **you** must wait before a claim can be paid or the removal of one or more policy exclusions; or
- ❖ to cover the cost of changes to the systems, services or technology in support of this policy.

Any minor changes **we** make to this policy that do not affect the nature of the cover, the benefit provided, the excess payable or the premium you will pay, will be notified to **you** through **your** annual statement or annual renewal letter, for example:

- ❖ to make minor changes to this policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy easier to understand;
- ❖ to reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting us or this policy;
- ❖ to reflect changes to taxation applicable to this policy (including, but not limited to, Insurance Premium Tax);

Where **we** make changes to the policy cover, benefit provided, excess payable or policy premium that is favourable to **you**, **we** may make changes immediately and advise **you** within 30 days of the change having been made if the change is favourable to **you**.

Upon receiving notice of any changes or proposed changes, **you** may cancel cover immediately by contacting **our administrator** in accordance with this policy wording if **you** are unhappy with the change or proposed change.

Privacy and data protection notice.

Data protection.

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

We collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a. use of sensitive information about **you**, in order to evaluate **your** claim and provide other services as described in this policy,
- b. disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with an insurance gadget cover claims service, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d. obtaining and storing any relevant and appropriate evidence of the condition of the property subject of the gadget claim, which **you** have provided for the purpose of validating **your** claim; and
- e. sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK and both within and outside of the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

You are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in our website privacy notice – see below). Please let us know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to us at:

Data Protection Officer
The Quadrangle
106-118 Station Road
Redhill
RH1 1PR

email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy notice is available at: www.axa-assistance.co.uk. Alternatively, a hard copy is available from **us** on request.

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/her to or if the contract confers a benefit upon him/her.

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 or contact the Citizens Advice Bureau.

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.

Regulatory details.

This policy is underwritten by Inter Partner Assistance UK Branch which is a branch of Inter Partner Assistance S.A. Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664) is a Belgian firm authorised by the National Bank of Belgium under number 0487, with a registered head office at Louizalaan 166, 1050 Brussels. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Inter Partner Assistance S.A. is part of the AXA Group.