

Silver Cover
Mobile Device Insurance
Provided by A1 Comms Limited trading as Buymobiles.net

Accidental Damage Cover	✓	Breakdown Cover	✓
Theft Cover	✗	Loss Cover	✗

Below is a list of information this document includes:

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POLICY WORDING

INTRODUCTION

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.

PLEASE KEEP YOUR INSURANCE DOCUMENTS SAFE

Please keep this policy 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 the **administrator** immediately.

Certification of cover

This policy, together with **your certificate schedule**, certifies that insurance has been effected between **you** and **us**. In return for payment of the premium **we** agree to insure **you** in accordance with the terms and conditions contained and endorsed within these documents. Citymain Administrators Ltd has entered into a Binding Authority Contract reference 06578B with **us**, under which **we** authorise Citymain Administrators Ltd to issue these documents on **our** behalf.

About your insurance

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

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

This insurance is underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE which is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place 30 Fenchurch Street, London, EC3M 3AJ.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Your policy is administered by:

Citymain Administrators Limited, which is 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 or by contacting them on 0800 111 6768.

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 any other person.

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.

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

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**.

Mobile Device - **your** mobile phone, (including iPhone) and tablet (including iPad) purchased by **you** from Buymobiles.net 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.

We, Us, Our, Insurer - UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

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)

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.

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.

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**.

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**.

General exclusions (applying to all cover 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 theft or loss of **your mobile device**.
- 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 which was 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 **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.
- any routine maintenance, adjustment, modification or servicing.
- **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
- 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**.
- 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 **your administrator** will help **your** claim to run smoothly.

For all claims (including *breakdown* and malicious damage):

You should contact **your 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 claims: 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 **your 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.

Your 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**.

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

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

Equipment Repairs

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

1. **You** will be asked to send **your mobile device** to **your 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. **Your scheme 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 **your administrator** determines that **your mobile device** needs to be replaced following a valid claim:

1. **Your 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, **your 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 **your 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.

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

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- If **your** claim is in any way dishonest or exaggerated.

We will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

POLICY CANCELLATION

To cancel this policy, please contact **your 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 may cancel this policy for any reason within 14 days of receiving the insurance documents in relation to this policy. If **you** cancel this policy within this 14-day cooling-off period, **your** cover will expire with immediate effect and no premium will become payable.

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 insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address.

Valid reasons may include but are not limited to:

- a) Where **we** reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover.

Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **your scheme administrator** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

MID-TERM ADJUSTMENTS – changing *your mobile device* or personal details

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 **your 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)
E-mail : info@citymain.com

If **your** complaint cannot be resolved by the end of the third working day, it will be passed to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ
Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

Please quote scheme reference 06578B in all correspondence.

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

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Telephone Number: 0300 1239 123
Email: complaint.info@financialombudsman.org.uk
Online: www.financial-ombudsman.org.uk

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

If **you** wish to complain about an insurance policy purchased online **you** may be able to use the European Commission's Online Dispute Resolution platform, which can be found at the following address: <http://ec.europa.eu/consumers/odr>

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

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 reason, 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; or
- 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 to this policy, **you** may cancel cover immediately by contacting **your administrator** in accordance with this policy wording if **you** are unhappy with the change or proposed change.

LEGAL REGULATORY AND OTHER INFORMATION

Law & Legal Proceedings Applicable to this Insurance

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

Regulatory Authorities

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768. Citymain Administrators Ltd is authorised and regulated by the Financial Conduct Authority under registration number 306535.

You can visit the Financial Conduct Authority website, which includes a register of all regulated firms, at www.fca.gov.uk/register or by contacting them on 0800 111 6768.

Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

PRIVACY AND DATA PROTECTION NOTICE

UK General Notice

Data Protection

We are UK General Insurance Ltd, referred to as "**we/us/our**" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is **Z7739575**.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as "**you/your**" in this notice. **We** are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with your personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that we can administer **your** insurance policy.

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

We have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General's full privacy notice

This notice explains the most important aspects of how **we** use your data. **You** can get more information about this by viewing **our** full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing **us** at dataprotection@ukgeneral.co.uk. Alternatively, **you** can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Great Lakes Insurance SE Information Notice

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.munichre.com/en/service/privacy-statement/index.html>.