

mobile phone insurance terms and conditions

Your Cover

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

Pier Insurance Managed Services Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

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 device insurance cover

In return for the payment of **your** premium **we** will provide cover to repair or replace **your device** during the period of cover and for the cover(s) specified in **your** Schedule of Insurance and subject to the terms, conditions and exclusions shown below or as amended in writing by **us**.

The full annual premium, for 12 months cover, can be paid or **you** may make monthly payments as specified in your Schedule of Insurance.

definitions

Throughout **your** policy wherever words and phrases appear in bold they are defined as below.

accidental damage shall mean unintentional damage caused to **your device** including broken screens, which makes the use of the **device** unworkable

cosmetic damage shall mean non-structural damage that does not affect the functionality of the **device** including but not limited to scratches dents and marks

excess means the amount **you** pay towards each claim

device means the item(s) insured by **us** and purchased and owned by **you** and in full working order when **you** purchased this insurance as detailed in **your** schedule of insurance

device age limit means the maximum age that applies to **your device** at the time of policy inception, or added to an existing policy, to be eligible for insurance. The age of the **device** is defined by the purchase date. Please be aware that **your** claim will be invalidated if the age of the **device** exceeds the age limit at the time of policy inception.

liquid damage means unintentional damage caused to **your device** as a result of coming into contact with a liquid

loss means that **you** are unable to account for **your device** whereabouts and are permanently deprived of its use after **reasonable precautions** have been taken to protect it and it has not been left **unattended**

mechanical breakdown shall mean **your device** being inoperable due to a sudden and unforeseen fault as a result of the failure of internal electronic or mechanical components or defects when out of the manufacturers warranty period

Proof of Purchase shall mean an original receipt and any other documentation required to prove Your Electronic Equipment was purchased from a UK VAT registered company and that it is owned by You - including the date of purchase, make, model, serial and IMEI number of Your Electronic Equipment, where applicable.

reasonable precautions shall mean all measures that would be deemed appropriate to expect a person to take in the circumstances to prevent Loss, Accidental damage or Theft of Electronic Equipment, for example: having Your Electronic Equipment in a suitable case, ensuring all standard security measures including PIN and Passwords are utilised and are set to a number other than default or sequential/multiple characters; having your Electronic Equipment with You whilst playing sport or near open water.

theft means the unauthorised dishonest appropriation or attempted appropriation of the Electronic Equipment specified on Your Insurance Schedule, by another person with the intention of permanently depriving You of it.

unattended means where **your device** has been left **unattended** and **reasonable precautions** have not been taken and that the **device** is not within **your** sight at all times and/or out of **your** arms-length reach

vip service means an additional service that provides a fast track repair and/or replacement option if purchased

we, us, our shall mean shall mean Great Lakes Insurance SE

you, your shall mean the private individual or company detailed on the policy schedule

what is covered by the policy?

The policy covers **your device** as purchased by **you** and identified in **your** schedule of insurance for **accidental damage**

If **your device** is damaged as a result of an accident **we** will repair or replace it if unrepairable, subject to **your** policy terms and conditions

mechanical breakdown

If **your device** develops a fault outside of the manufacturer's warranty period **we** will repair or replace it, subject to **your** policy terms and conditions

worldwide cover

If purchasing an annual term policy **your device** is covered during any one calendar year anywhere in the world. If purchasing a recurring monthly policy **your device** is covered whilst **your** policy is valid

theft

If **you** selected the package to pay an additional premium to purchase **theft** cover for **your device** and it is stolen **we** will replace it subject to **your** policy terms and conditions. **You** will find details of the cover purchased in **your** schedule of insurance

loss

If **you** selected the package to pay an additional premium to purchase **loss** cover for **your device** and lose it **we** will replace it subject to **your** policy terms and conditions. **You** will find details of the cover purchased in **your** schedule of insurance

liquid damage

If **your device** is accidentally damaged when coming into contact with any liquid **we** will repair or replace it if unrepairable, subject to **your** policy terms and conditions. **You** will find details of the cover purchased in **your** schedule of insurance

vip service

If **you** paid an additional premium to purchase **our vip service** cover **you** will benefit from a fast track repair or replacement service. If **your device** can be repaired, subject to the type of damage, **we** will arrange to have **your device** repaired at a location of **your** choice, if your device cannot be repaired under this service we will provide **you** with a next day replacement of **your device**, subject to all claims documentation being received and approved and **your** excess paid, prior to 4pm.

excess (what you pay)

You will be responsible for each claim:

£40 per mobile each and every claim

£25 additional charge for all **loss** claims

what is not covered

applying to all sections of the policy, **we** will not pay for;

- the policy **excess**
- any claim where all **reasonable precautions** have not been taken
- any claim where the circumstances cannot be clearly identified i.e. where **you** are unable to confirm the date and time of the occurrence
- the cost of replacing any stored data including but not limited to tunes, songs, personalised ring tones, pictures, films, graphics, downloaded material or software whether arising as a result of a claim paid by this Insurance or otherwise
- **theft** or **loss** of the **device** where **you** have not notified **your** network provider and blacklisted it within 24 hours of discovery of **loss** or **theft**
- **theft** or **loss** of the **device** from any mode of public transport whilst left **unattended**
- **theft** or **loss** of the **device** left **unattended** when it is away from **your** home
- **theft** or **loss** of the **device** not reported to the police within 48 hours and where **you** have not obtained valid crime reference number
- any claim presented under **loss** as an alternative to an unsuccessful **theft** claim
- repairs carried out by persons not authorised or agreed for use by **us**
- cosmetic damage that does not affect the functionality of your device
- any amount recoverable under any guarantee warranty or other insurance
- wear and tear or gradual deterioration of performance of **your device**
- any damage or fault caused by any form of electronic virus
- liability of any nature arising from ownership or use of the **device** including any illness or injury resulting from it

- the cost of routine inspection service adjustment or cleaning or any damage caused to the **device** during these processes
- repair or replacement arising as a result of negligent use wilful abuse or misuse

claims procedure

In the event of a claim **you** must

1. advise the police within 48 hours if there has been **theft** or vandalism and obtain a crime reference number
2. advise **us** by telephone as soon as possible on the claims hotline number 0844 815 1010 or via email, enquiries@pierinsurance.com or online at www.pierinsurance.com
3. provide at **your** own expense a claim form and all details and evidence as may be reasonably required within 30 days of receipt. **We** will not proceed with **your** claim until all required information has been supplied.
4. **we** will also require **your** proof of purchase which must include date of purchase, serial / IMEI number of the **device** and be in **your** name
5. in the event of **loss** or **theft** **you** must notify the appropriate air time provider within 24 hours of discovery and blacklist **your** handset, or mobile network enabled **device**.

We will process **your** claim under the terms and conditions of the policy based on the first reason notified to **us**. If **your** claim is not covered and **you** change the reason **we** consider this fraud and as such will be notified to the appropriate agency.

duration of insurance

If **you** have purchased an annual policy it will last for a period of 12 months provided **you** have paid **your** premium. If **you** have purchased a monthly policy it will last for a period of one month and then continue for further monthly periods provided **you** continue to pay **your** monthly premiums when due.

automatic renewal of your policy

For policies purchased with a 12-month term **we** will contact **you** approximately 14 days before **your** renewal date and offer to renew **your** policy. If **we** do not hear from **you** **we** will automatically renew **your** policy to make sure you have continuous cover.

For policies purchased with a monthly term **we** will automatically renew **your** policy each month unless **you** advise **us** otherwise, up to a maximum of 60 months.

If **we** need to make any changes to **your** policy cover or to the price of **your** insurance, **we** will provide **you** with at least 30 days written notice of the change which will be sent to **your** email address provided by **you** at the time of purchase of the policy, or to **your** last known address where there is an unsuccessful email submission.

Should **you** be unhappy with any proposed change being made to **your** policy, **you** will have the right to cancel **your** cover in accordance with this policy wording.

conditions and limitations

1. this cover is limited to two replacements per **device** per year whilst repairs are unlimited
2. details of any replacement of the **device** (IMEI/serial number) must be advised to **us** with proof of purchase in writing or by e-mail to **us** (enquiries@pierinsurance.com)
3. the **device** age limit must be less than thirty days old at policy inception and supported with a valid proof of purchase from a UK VAT registered company
4. cover under this policy is subject to the payment of the premium by direct debit and premiums being up to date other than during the cooling off period
5. **you** must be at least 18 years of age at the time of policy inception and a UK resident
6. this policy will be voidable in the event of fraud non-disclosure or alteration of risk.
7. any claim which would be covered under any other **device** insurance policy
8. if **we** replace **your** **device** the damaged item becomes ours. If it is returned or found **you** must notify **us** and send it to **us** if **we** ask **you** to

9. all other costs are specifically excluded that are directly or indirectly caused by the event which led to **your** claim unless specifically stated in this policy

cooling off period

You may cancel this policy within 14 days of receiving it by contacting **us** at the address shown in this policy. Provided no claim has been made a full refund of premium paid by **you** will be given **cancellation of your policy**

You are entitled to cancel the insurance at any time giving not less than 30 days notice to **us** in writing as premiums are payable monthly there will be no refund of premium due in the event of cancellation. If **you** pay annually **you** will be entitled to a pro rata refund for each complete month remaining providing there have not been any claims subsequent to policy inception. The Insurer 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

- > fraud
- > threatening and abusive behaviour
- > non-compliance with policy terms and conditions

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance document.

You may cancel the policy within 30 days by calling 0300 30 30 445. **You** may cancel the policy at any time outside of the first 30 days by writing and giving not less than 30 days' notice to

Pier Insurance

Evolution House

New Garrison Road

Shoeburyness

Essex SS3

9BF

or email enquiries@pierinsurance.com

fraud policy

If a claim is presented under this insurance with the intention of being misleading or fraudulent and/or is supported with false documents **your** policy will become void from inception and **your** rights to any benefit under this insurance will end immediately. Additionally if **we** identify fraudulent activity **we** reserve the right to cancel any policy **you** have with **us** and record **your** details against **our** records for fraud prevention purposes.

We also reserve the right to provide **your** details to fraud prevention agencies as well as Law enforcement agencies as appropriate. In the interest of **our** customers **we** are a member of the Telecommunications UK Fraud Forum and validate all claims against Police, Mobile Operators and other UK monitoring systems through various claims validation platforms which are then further validated by recyclers operating under the Mobile Phone Recyclers Charter.

replacement

This policy is not a replacement as new policy and refurbished items may be used. If **your device** cannot be replaced with an identical **device** of the same age and condition **we** will replace it with a comparable model or the equivalent value taking into account the age and condition of the original **device**. Please note that it may not always be possible to replace **your device** with the same colour although **we** will try wherever possible.

consumer insurer act

You need to make sure that **you** answer any questions **we** ask **you**, truthfully and correctly. If **you** provide information which is untrue or incorrect, it may mean that **we** cannot pay **your** claim and could also mean that **your** policy is invalid.

territorial limits of policy

Great Britain, Northern Ireland, Isle of Man, The Channel Islands or the Republic of Ireland and up to 60 days cover during any one calendar year elsewhere in the World.

compensation scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Ageas Insurance Limited cannot meet its 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

complaints procedure

It is **our** intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should in the first instance contact the Scheme Administrator. The contact details are

Pier Insurance
Evolution House
New Garrison Road
Shoeburyness
Essex
SS3 9BF
Tel 0844 815 1010 email

enquiries@pierinsurance.com

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If **your** complaint cannot be resolved by the end of the next working day, the

Scheme Administrator will pass it to

The Customer Relations Manager
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

tel 0845 2182685

email customerrelations@ukgeneral.co.uk

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 £2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at;

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR tel
0800 023 4 567

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.

law applicable to the contract

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.

data protection

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

The data supplied may also be used by Pier Insurance Managed Services Limited or any group company to contact **you** from time to time in order to notify **you** of other goods and services that **we** offer if **you** do not consent to such use of **your** personal data please email **us** at enquiries@pierinsurance.com

It is important that the data **you** have supplied is kept up to date **you** should therefore notify **us** promptly of any changes. **You** are entitled upon payment of an administration fee (currently £10) to inspect the personal data which **we** are holding about **you**. If **you** wish to make such an inspection **you** should contact

Pier Insurance
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New Garrison Road
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Essex
SS3 9BF

We may respond to enquiries by the police concerning **your** policy in the normal course of their investigations. Where it is necessary to administer **your** policy effectively or to protect **your** interests **we** may disclose the data **you** have supplied to other third parties such as solicitors loss adjusters motor garages engineers repairers replacement companies other insurers etc

We may exchange information with third parties for the purposes of fraud protection and credit risk reduction **we** may transfer **our** bases containing **your** personal information if **we** sell **our** business or part of it.

statement of demands and needs

This product meets the demands and needs of those who wish to insure their **device** against **accidental damage, mechanical breakdown, liquid damage, loss, and theft** including **airtime abuse**. **We** have not provided **you** with advice on this insurance cover.