

# mobile phone insurance terms and conditions

## Your Cover

This insurance is arranged by Pier Insurance Managed Services Ltd and is authorised and regulated by the Financial Conduct Authority under Firm Register Number 311798.

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Partners Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request.

Inter Partner Assistance SA Financial Conduct Authority Register number is 202664. **You** can check this on the Financial Conduct Authority's Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register)

### 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**.

**You** can either pay the full premium, for 12 months cover, or **you** may make monthly payments and this will be 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 any sudden and unforeseen event resulting solely and independently of any other cause in damage to or destruction of **your device** which is neither deliberately caused by **you**, nor caused by the failure or breakdown of **your device**

**cosmetic damage** shall mean non-structural damage that does not affect the functionality or operation of the **device** including but not limited to scratches dents and marks caused by normal wear and tear and/or general usage

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

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

**device age** means the age of **your device** at the time of policy inception, or added to an existing policy. To be eligible for insurance the **device** must be less than 30 days old from the date **you** first purchased it. Please be aware that **your** claim will be invalidated if the age of the **device** exceeds the age limit, as detailed in the Conditions and limitations of **your** policy at the time of policy inception

**electronic Data** shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware

**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

**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 usage** shall mean evidence that the **device** has been in use since inception of the policy and of which can be obtained from **your** network provider

**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 **your device**, for example: having **your device** 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 device** with **you** whilst playing sport or near open water

**territorial limits** shall mean **your device** is covered within the United Kingdom, Northern Ireland, Isle of Man, The Channel Islands or the Republic of Ireland and unlimited cover during any one calendar year elsewhere in the world

**theft** means the unauthorised dishonest appropriation or attempted appropriation of **your device** specified on **your** insurance schedule, by another person with the intention of permanently depriving **you** of it

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

**we, us, our** shall mean UK Branch of Inter Partner Assistance

**you, your** shall mean the private individual or company detailed on the policy schedule who owns the device on cover

## the levels of cover for your policy

The policy covers **your device** as purchased by **you** and identified in **your** schedule of insurance for Accidental Damage, Liquid Damage, Loss, Theft and Mechanical Breakdown.

## 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 accidentally damaged **we** will repair it 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. **You** will find details of the cover purchased in **your** schedule of insurance

**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. **You** will find details of the cover purchased in **your** schedule of insurance.

**theft**

If **your device** 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 **your device** becomes lost 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 it 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

## excess (what you pay)

**You** will be responsible for the applicable policy excess for each claim:

	Accidental Damage	Liquid Damage	Loss	Theft
Lite	£40.00	£40.00	£65.00	£65.00
Standard	£50.00	£50.00	£75.00	£75.00
Plus	£60.00	£60.00	£85.00	£85.00
Premium	£75.00	£75.00	£100.00	£100.00
Executive	£100.00	£100.00	£125.00	£125.00
Elite	£100.00	£100.00	£125.00	£125.00

## what is not covered

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

- any large scale manufacturer defect
- any claim where the Insured event occurs outside of the period of insurance
- any new claim for the **device** if there is already an ongoing claim which has not been finalised due to any outstanding referrals and/or is awaiting validation proof that has not yet been supplied
- the policy **excess**
- any claim where all reasonable precautions have not been taken
- any claim notified where pre-existing damage is evident and occurred prior to the inception of **your** policy
- any claim where the circumstances cannot be clearly identified i.e. where **you** are unable to confirm the date and time of the occurrence
- any claim where proof of usage cannot be provided or evidenced and must show the IMEI of the **device** on cover
- the cost of replacing any stored data or information 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** left **unattended** when it is away from **your** home
- **theft** or **loss** of the **device** not reported to the police and/or Report My Loss within 48 hours and where **you** have not obtained valid crime reference number/reference
- any claim presented under **loss** as an alternative to an unsuccessful **theft** claim
- repairs carried out by third party repair centres not authorised or agreed for use by **us**

- correction of **devices** where inadequate repairs have been carried out by third party repair centres
- cosmetic damage that does not affect the functionality or operation of **your device**
- any amount recoverable under any guarantee warranty or other insurance
- Gradual deterioration, mechanical or electrical breakdown of the **device** or an internal cause affecting the smooth running or functionality of the **device** damage or loss of functionality caused by software viruses
- Loss of use or any other related or connected loss the Insured may incur as a result of **Loss, Theft or Accidental Damage** to the **Device**
- **Accidental Damage** to the **device** caused by the Insured deliberately neglecting it
- Loss, destruction or damage contributed to or arising from riots, strikes, civil commotion or any act of terrorism
- Any process of heating, drying, cleaning, dyeing, alterations or repair to which the device is subjected to, and any damage caused by solar irradiation
- **We** will not provide cover, pay any claim or provide any benefit 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

## claims procedure

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

1. advise the police within 48 hours if there has been **loss** or **theft** of **your device** and obtain a crime reference number. **You** must also inform **your** network provider within 24 hours of discovery of **loss** or **theft** so that they can place a block on **your device**
2. advise **us** by telephone as soon as possible on the claims hotline number 0844 815 1010 or via email, support@pierinsurance.com
3. provide at **your** own expense a fully completed claim form and all details and evidence as may be reasonably required within 30 days of receipt from the incident date. **We** will not proceed with **your** claim until all required information has been supplied but once **we** have all the required claim form and supporting documentation **we** will confirm **our** decision on **your** claim and guide **you** through **our** repair or replacement process. Where **you** are making a claim for **accidental damage, liquid damage or mechanical breakdown** **you** may be asked to send **your** device to **us**. **You** will be responsible for the cost of posting **your device** to **us**.
4. in the event of a claim **you** must be able to provide proof of usage from **your** network provider that confirms **your device** has been in use since policy inception and up to the event giving rise to **your** claim
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 12months 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.

**We** may need to change the price of **your** insurance to reflect;

- changes in the provision of the cost of the service
- adverse conditions beyond **our** control which impact the number and frequency of claims
- changes in Law or Regulation increasing the cost of compliance or ability to deliver the service
- increases in inflation

**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](mailto:enquiries@pierinsurance.com))
3. the **device age** 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. any claim which would be covered under any other **device** insurance policy
7. 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
8. 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

If **you** decide that for any reason, this Policy does not meet **your** insurance needs then please return it to **us** within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

If **you** wish to cancel **your** Policy after 14 days, **you** will be entitled to a pro-rata return of premium. **You** may cancel the insurance cover at any time by giving not less than 14 days notice to **us** in writing to [cancellations@pierinsurance.com](mailto:cancellations@pierinsurance.com) or by contacting **us** on 0844 815 1010 no refund of premium will be payable.

**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:

- Where **we** reasonably suspect fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions
- **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, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

### fraud policy

**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; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

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.

**Pier Insurance Managed Services Ltd** 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** is lost or stolen or cannot be repaired it will be replaced with an identical device of the same age and condition or the equivalent cash value taking into account the age and condition of the original device. Where quotations for repair are obtained directly from a manufacturer, and **your** claim has been accepted, **we** will provide a cash settlement, less any applicable excess, in settlement.

Please note that it may not always be possible to replace **your device** with the same colour although **we** will try wherever possible.

### consumer protection code

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

### compensation scheme

Inter Partner Assistance SA, is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they 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 <https://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

### 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](mailto:enquiries@pierinsurance.com)

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

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,  
London,  
E14 9SR.  
Tel: 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@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** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

### 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.

### AXA Partners Privacy Notice

**We** are AXA Partners UK & Ireland, referred to as “**we/us/our**” in this notice. **Our** data controller registration number issued by the Information Commissioner’s Officer is Z8700942.

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.

### AXA’s full privacy notice

**You** can access **our** data privacy notice using the link below.

[www.axa-assistance.co.uk](http://www.axa-assistance.co.uk)

If **you** need any more information, **you** can contact **our** Data Protection Officer:

Data Protection Officer

AXA Partners UK & Ireland

106-108 Station Road

Redhill

RH1 1PR

Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)

### Pier Insurance Privacy Notice

This Privacy Statement covers the information practices of Pier Insurance Managed Services Limited **who** are Authorised and Regulated by the Financial Conduct Authority FRN 311798. a data controller and whose registered office is at;

1-5 Nelson Street,

Southend On Sea,

Essex,

SS1 1EG

**We** take the protection of **your** privacy and the confidentiality of **your** personal information seriously and this policy sets out how **we** meet **our** obligations regarding data protection and the rights of **our** customers and prospective customers (‘data



subjects') in respect of their personal data under the Data Protection Act 1998 ('the DPA'), and the forthcoming General Data Protection Regulation ('the Regulation').

The Regulation defines "personal data" as any information relating to an identified or identifiable natural person (a data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or by one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person. Pier Insurance Managed Services Limited is committed not only to the letter of the law, but also to the spirit of the law and places high importance on the correct, lawful, and fair handling of all personal data, respecting the legal rights, privacy, and trust of all individuals with whom it deals.

## The Data Protection Principles

We comply with the Regulation which sets out the following principles with which any party handling personal data must comply. All personal data must be:

- processed lawfully, fairly, and in a transparent manner in relation to the data subject;
- collected for specified, explicit, and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific, regulatory or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific, regulatory or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the Regulation in order to safeguard the rights and freedoms of the data subject;
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

How to contact us about **your** information

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

email [enquiries@pierinsurance.com](mailto:enquiries@pierinsurance.com)

## 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.