

POLICY BOOKLET

This document is *your* policy booklet. It sets out the benefits, conditions and exclusions of *your* insurance. It must be read together with *your* Insurance Schedule. Please read this policy booklet carefully and make sure *you* understand fully what is covered and what is not covered and comply with its terms and conditions. This booklet, together with *your* Insurance Schedule, is also *your* Certificate of Insurance.

YOUR PERSONAL INSURANCE SCHEDULE

Your Insurance Schedule contains specific details relating to your cover. Please check that the information contained on your Personal Insurance Schedule is correct and that it meets your requirements. If it does not, please contact the Policy Administrator.

When you purchased this insurance policy you selected the Plan that was most suitable for you, namely Essential, Essential Plus or Premier. The level of cover provided under the Plan you selected will be confirmed in your Insurance Schedule.

KEEP THESE DOCUMENTS SAFE

Please keep *your* Policy Booklet and Insurance Schedule in a safe place in case *you* need to read them again or to make a claim.

CERTIFICATION OF COVER

This document combined with *your* Insurance 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 in and endorsed on these documents. i-Digital Insurance has entered into a Binding Authority Contract reference number 6025/EW157 with Lloyd's Syndicate 5820 under which *we* authorise i-Digital Insurance to sign and issue these documents on its behalf.

Signed by

James Houlder
Director i-Digital Insurance



ABOUT YOUR INSURANCE

This insurance is arranged by i-Digital Insurance, a trading style of i-Partners Insurance Management Limited and underwritten by ANV, Lloyd's Syndicate 5820.

The Lloyd's Managing Agent for Lloyd's Syndicate 5820 is ANV Syndicates Limited. It is entered in the Register of Lloyd's Managing Agents. Registered Office: 47 Mark Lane, London EC3R 7QQ. Registered in England: number 04434499.

The *Policy Administrator* is Citymain Administrators Limited. Email enquiries@i-digitalinsurance.com, Telephone Number: 0844 875 1566.

The Claims Administrator is Citymain Administrators Limited. Telephone Number 0844 875 1566

i-Partners Insurance Management Limited is an appointed representative of idRisk Advisory Limited which is authorised and regulated by the Financial Conduct Authority.

Citymain Administrators Limited is also authorised and regulated by the Financial Conduct Authority.

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 0845 606 1234.

INTRODUCTION

This policy provides insurance for *your* electronic device ("gadget") while *your* policy is in force as stated in the Insurance Schedule, subject to the terms, conditions, and limitations shown below or as amended in writing by us.

LEVEL OF COVER

The level of cover *you* have will depend on the type of Plan *you* selected, namely Essential, Essential Plus or Premier. The Plan *you* selected and the level of cover it provides will be stated in *your* Insurance Schedule.

The *digital download* section of cover will only be included under the Essential and Essential Plus Plans if *you* selected it as an optional addition to *your* policy. If *you* selected the Premier Plan then the *digital download* section will be included automatically.

Your Insurance Schedule will confirm the cover that applies to your policy.



PERIOD OF COVER

Your policy will be on either an annual basis or a monthly rolling basis as explained below and as confirmed in *your* Insurance Schedule:

ANNUAL POLICIES: if *you* selected an annual period of cover, the insurance starts at the time of purchase or at renewal and continues for a period of twelve months, upon receipt of *your* premium. The annual premium will be collected by i-Digital Insurance by Credit/Debit Card.

MONTHLY ROLLING POLICIES: if *you* selected monthly rolling periods of cover, the insurance starts at the time of purchase for a period of one month and will continue by periods of one month at a time upon receipt of each monthly premium from *you*. The monthly premium will be collected by the *policy administrator* by Direct Debit.

The insurance will be terminated immediately if the *policy administrator* does not receive *your* monthly or annual premium, as appropriate.

Your Insurance Schedule will confirm if your policy is on an annual basis or monthly rolling basis.

GEOGRAPHICAL AREA

This insurance covers the *gadget(s)* bought and used in the UK, the Isle of Man and the Channel Islands. Cover is extended to include use of the *gadget(s)* anywhere in the world up to a maximum of 90 days in total, in any single 12 month period, subject to any repairs being carried out in the UK by repairers approved by *us*.

DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in this policy booklet and are shown in *italics*.

"accidental loss"

means that the *gadget* has been accidentally left by *you* or the *authorised user* in a location and *you* or the *authorised user* are permanently deprived of its use.

"accessories"

means items such as, but not limited to, battery chargers, carrying cases and hands-free mounting kits.

"authorised user"

means a registered employee or student who has been given your express authorisation to use the gadget(s).

"claims administrator"

means Citymain Administrators Limited, Enterprise House, Isambard Brunel Road, Portsmouth, Hampshire PO1 2RX.

"computer virus"

means a self-replicating program that spreads by inserting copies of itself into other executable code or documents, that is loaded on to the *gadget* without *your* or *the authorised user's* knowledge and runs against *your* or *the authorised user's* wishes.



"digital downloads"

means a digital delivery that is distributed in the form of an internet download that may be retained on the *gadget* and played on a permanent basis which has been downloaded and paid for by *you* or *the authorised user* after *your* acquisition of the *gadget*. Digital downloads include but shall not be limited to videos, movies, music, application programmes and other software stored on the *gadget*.

"exclusion period"

means the period during which, if the *gadget* is stolen, lost, damaged or breaks down, *you* will not be able to claim. The period is:

- 14 days after the start date of *your* policy
- 14 days after any change to *your* policy in which *you* add a *gadget* to *your* policy or replace a current insured *gadget* the *exclusion period* applies to the *gadget you* add.

(If you have an annual policy the exclusion period is applied only when you first take out the policy – it will not apply again at renewal of the policy).

"gadget(s)"

means the item(s) insured by this policy, purchased by *you* and stated in *your* Insurance Schedule. Each *gadget* must be less than 36 months old with valid proof of purchase (not from online auctions) when the cover for it under *your* policy begins. In the case of laptops, the *gadget* must be less than 12 months old with valid proof of purchase (not from online auctions) when cover for it under *your* policy begins.

"immediate family"

means, if you are an individual, your mother, father, son, daughter, spouse, domestic partner who permanently resides with you.

"policy administrator"

means Citymain Administrators Limited, Enterprise House, Isambard Brunel Road, Portsmouth, Hampshire PO1 2RX. Email enquiries@i-digitalinsurance.com

"terrorism"

means any act of any person or organization involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

"unattended"

means not within your, the authorised user's or the immediate family member's sight at all times and out of your, the authorised user's or the immediate family member's arms-length reach.

"we, us, our"

means Lloyd's Syndicate 5820.

"you, your"

means the person, business, firm, company or partnership who owns the *gadget(s)* covered by this policy, as stated on the Insurance Schedule.



WHAT WE WILL COVER

When you purchased this insurance policy you selected the Plan that was most suitable for you. The level of cover provided under the Plan you selected will be confirmed in your Insurance Schedule.

Section A. Accidental Damage

We will pay repair or replacement costs if the gadget is damaged as the result of an accident, water or liquid damage.

Section B. Theft

If the *gadget* is stolen *we* will replace it. Where only part or parts of the *gadget* have been stolen, *we* will only replace that part or parts.

Section C. Accidental Loss

If you, the authorised user or the immediate family member accidentally lose(s) the gadget we will replace it. Where only part or parts of the gadget have been lost, we will only replace that part or parts.

Section D. Breakdown

The policy covers mechanical breakdown which occurs outside of the manufacturer's guarantee period. This cover is not available on laptops.

Section E. Malicious Damage

If the *gadget* is damaged through the intentional or deliberate actions of any party other than *you*, the *authorised user* or an *immediate family member we* will repair or replace it. Where only part or parts of the *gadget* have been damaged, *we* will only repair or replace that part or parts.

Section F. Fraudulent Call Use

If the *gadget* is a mobile phone, is lost or stolen, and the loss or theft is covered by *your* policy, *we* will refund the cost of unauthorised calls made from it after the time it was lost or stolen up to a maximum of £100. Cover will only apply to unauthorised call made within 12 hours of discovery of the loss or theft of the phone. Itemised bills must be provided to support *your* claim.

Section G. Digital Downloads

In the event of a claim being agreed by *us* under Sections A, B, C, D or E of this policy *we* will pay for either the cost of repair or replacement of *digital downloads* purchased by *you*, the *authorised user* or an *immediate family member* for use on the *gadget*.

This Section of cover is included automatically under the Premier Plan but will only be included under the Essential and Essential Plus Plans if *you* selected it as optional additional cover and paid the required extra premium.

Section H. Accessories

In the event of a claim being agreed by *us* under Sections A, B, C or E of this policy *we* will pay for all *accessories* damaged, stolen or lost at the same time as the *gadget* up to a combined retail price of £75 including VAT for each *gadget* insured. The retail price will be the standard selling price applicable on the original day of purchase.



CLAIM LIMITS

You can claim more than once in any one year of cover but only up to the maximum amount shown in the Insurance Schedule

POLICY EXCESS

There is a policy excess applicable to each and every claim (this is the amount you must contribute towards the claim).

There is an excess fee for all claims which must be paid before your claim can be approved.

If your claim is for a laptop, there is a £50 excess fee for each claim.

If your claim is for a Smart Phone, there is a £50 excess fee for each claim.

For all other items, there is an excess fee of £25 for theft / damage claims and £50 for accidental loss claims.

Claims for digital downloads carry an additional excess of £25 for each claim.

IMPORTANT - THE INITIAL EXCLUSION PERIOD

There is an initial 14 day initial period during which, if the *gadget* is stolen, lost, damaged or breaks down, *you* will not be able to claim and this is called the *"exclusion period"*. The *exclusion period* is:

- 14 days after the start date of *your* policy
- 14 days after any change to *your* policy in which *you* add a *gadget* to *your* policy or replace a current insured *gadget* the *exclusion period* applies to the *gadget you* add.

Please note that if you have an annual policy the exclusion period will only apply when you first take out the policy. If you renew your annual policy in 12 months time, the exclusion period will not re-apply at renewal.

WHAT WE WILL NOT COVER

The *gadget* is not covered for:

- **1.** Theft or accidental loss:
- from any motor vehicle where you, the authorised user or an immediate family member or someone acting on your/their behalf is not in the vehicle, unless the gadget has been concealed in a locked boot, locked glove compartment or other locked internal compartment and all the vehicle's windows and doors closed and locked and all security systems have been activated. A copy of the repairer's account for such damage to the vehicle must be supplied with any claim;
- from any building, land or premises unless force, resulting in damage to the building or premises, was used to gain entry or exit; A copy of the repairer's account for such damage must be supplied with any claim;
- where the *gadget* has been left *unattended* when it is away from *your* home or office (or that of the *authorised user* or an *immediate family member*);
- any theft not reported to the police within 24-hours and a crime reference number obtained.
- 2. Accidental loss or damage caused by:
- you, the authorised user or an immediate family member deliberately damaging or neglecting the gadget;
- you, the authorised user or an immediate family member not following the manufacturer's instructions;
- routine servicing, inspection, maintenance or cleaning;
- the use of accessories.
- **3.** Repair or other costs for:
- routine servicing, inspection, maintenance or cleaning;
- loss caused by a manufacturer's defect or recall of the gadget;
- replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
- repairs carried out by persons not authorised by us;
- wear and tear or gradual deterioration of performance;.
- where the serial number has been tampered with in any way.



- **4.** Any kind of damage whatsoever unless the damaged *gadget* is provided for repair.
- **5.** Any loss of a SIM (subscriber identity module) card.
- **6.** Any repair or replacement if a SIM card registered to *you*, the *authorised user* or an *immediate family member* was not in a mobile phone at the time of the loss, damage or theft.
- 7. Reconnection costs or subscription fees of any kind.
- 8. The cost of replacing any personalised ring tones or graphics, downloaded material or software unless insured under Section G.
- **9.** Any expense incurred as a result of not being able to use the *gadget*, or any loss other than the repair or replacement costs of the *gadget* or any loss other than the repair or replacement costs of the *gadget* unless relating to unauthorized call use for the mobile phone up to the maximum value of £100.

Please note: if you are insuring an item without SIM card capability, all exclusions relating to SIM cards are not applicable.

GENERAL EXCLUSIONS

This insurance does not cover:

- **1.** Loss where the circumstances of the loss cannot be clearly identified, i.e. where *you* are unable to confirm the time and place of the loss.
- 2. Any claims made during the exclusion period.
- **3.** The amount of any policy excess applied to *your* claim.
- 4. War Risk

Terrorism, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.

5. Nuclear Risk

Damage or destruction caused by, contributed to or arising from:

- a. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.
- 6. Sonic Boom

Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.



SPECIFIC EXCLUSIONS

There are additional exclusions which apply specifically to Section G digital downloads (if covered under your policy – please check your Insurance Schedule).

Digital download cover will not apply in respect of:

- 1. Repair or replacement of Bluetooth, wireless modem, LAN or other connectivity devices or any *digital downloads* supplied on *your*, the *authorised user's* or an *immediate family member's* acquisition of the *gadget*.
- **2.** Any reduced performance or efficiency of *digital downloads*.
- **3.** Digital downloads which have been backed up and retained on any other electronic equipment, disk or device to which you, the authorised user or an immediate family member have access.
- **4.** Any costs relating to software which formed part of the original purchase of the *gadget* as evidenced by the relevant proof of purchase.
- **5.** The loss or costs of rectifying programming errors or design defects in *digital downloads* or incomplete *digital downloads*.
- **6.** The loss or costs of *digital downloads* which have been illegally obtained or in respect of which development has not been finalised or which has not passed all testing procedures or which has not been successfully proven.
- **7.** Any loss or costs in consequence of failure to comply with manufacturer's recommendations relating to storage of *digital downloads*.
- 8. The value to you, the authorised user or an immediate family member of data stored on the gadget.

REPLACEMENT

If we determine that the *gadget* needs to be replaced following a valid claim:

- **1.** If it cannot be replaced with an identical *gadget* of the same age and condition, *we* will replace it with one of comparable specification or the equivalent value, taking into account the age and condition of the original *gadget*.
- **2.** The replacement may be included for cover under the policy but *you* must register it with the *policy administrator you* should contact them by email at enquiries@i-digitalinsurance.com

CONDITIONS AND LIMITATIONS

1. Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both *you* and *we* may choose the law which applies to this contract, to the extent permitted by those laws. Unless *you* and *we* agree otherwise, the law which applies to this contract is the law which applies to the part of the United Kingdom in which *you* live or, if *you* live in the Channel Islands or Isle of Man, the law of whichever of those two places *you* live.

Any legal proceedings between *you* and *us* in connection with this contract will, therefore, only take place in the courts of the part of the United Kingdom, the Channel Islands or the Isle of Man in which *you* live.



- 2. This insurance covers the gadget(s) bought and used in the UK, the Isle of Man and the Channel Islands. Cover is extended to include use of the gadget(s) anywhere in the world up to a maximum of 90 days in total, in any single 12 month period, subject to any repairs being carried out in the UK by repairers approved by us.
- 3. The *gadget* must be less than 36 months old with valid proof of purchase (not from online auctions) when cover for it under the policy begins. In the case of laptops, these must be less than 12 months old with valid proof of purchase (not from online auctions) when cover for it under the policy begins.
- 4. You must provide us with any receipts, documents or proof of purchase that we or the claim administrator request.
- 5. You cannot transfer the insurance to someone else or to any other gadget without our written permission.
- **6.** Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

CLAIMS PROCEDURE

- **1.** *you,* the *authorised user* or an *immediate family member* must:
 - notify the claims administrator on 0844 875 1566 as soon as possible in any event of any incident likely to give rise to a claim under this insurance;
 - report the theft or *accidental loss* of any mobile phone or PDA, within 24 hours of discovery to *your* Airtime Provider and blacklist *your* handset;
 - report the theft or *accidental loss* of any *gadget* to the Police within 24 hours of discovery and obtain a crime reference number in support of a theft and a lost property number in support of an *accidental loss* claim;
 - provide details of the claim and any other contract, guarantee, warranty or insurance that may apply to the loss including but not limited to household insurance. Where appropriate a ratable proportion of the claim may be recovered direct from these Insurers.
 - provide original proof of purchase of the *gadget* or *digital downloads* for which *you* are claiming. This shall include any receipts, documents or any other proof of purchase that is reasonable for *us* or the *claims administrator* to request.
- **2.** If we replace the *gadget* the damaged or lost item becomes *ours*. If it is returned or found *you* must notify *us* and send it to *us* if *we* ask *you* to.

To help to improve its service, the *claims administrator* may record or monitor telephone calls.

SEVERAL LIABILITY NOTICE

Insurer's Liability. This insurance is underwritten 100% by a Lloyd's syndicate, and each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total liability for the syndicate, which is the total of the proportions underwritten by all the members of the syndicate taken together. A member is liable only for that member's proportion and is not jointly liable for any other member's proportion.

The business address of each syndicate member is Lloyd's, 1 Lime Street, London EC3M 7HA. The identity of each member and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.



FRAUD

We take a robust approach to fraud prevention in order to keep premium rates down so that our customers do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by you or anyone acting on your behalf to obtain benefit under this insurance, the right to any benefit under this insurance will end, the policy will be cancelled and we will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. We may also inform the police.

To prevent fraud, insurers sometimes share information. Details about *your* insurance application and any claim *you* make may be exchanged between insurers.

COMPLAINTS

i-Digital Insurance is proud of its reputation for fairness in treatment of its customers. However, occasionally disputes or misunderstandings can arise.

If you have any enquiry or wish to make a complaint about this insurance please contact the appropriate party below:

Sales enquiries and complaints:

Please contact the helpline on 0844 875 1566 if *you* have any difficulty with the on-line application. To make a complaint about the sale of the insurance policy please contact the Chief Operating Officer, i-Partners Management Limited, 21 West Park Road, Richmond, Surrey TW9 4DB.

Premium or policy amendment queries and complaints:

Please contact the *policy administrator*, Citymain Administrators Limited, Enterprise House, Isambard Brunel Road, Portsmouth, Hampshire PO1 2RX. Tel: 0844 875 1566.

Claim enquiries or complaints

Please contact the *claims administrator*, Citymain Administrators Limited, Enterprise House, Isambard Brunel Road, Portsmouth, Hampshire PO1 2RX. Tel: 0844 875 1566.

If you have any disability that makes communication difficult, please tell them and they will be pleased to help. You should provide details of your policy and in particular your policy reference number shown on your Insurance Schedule to help with the speedy handling of your inquiry.

After this action, if you are still not satisfied with the way a complaint has been dealt with, you may ask Lloyd's to review your case. The address is: Policyholder and Market Assistance, One Lime Street, London EC3M 7HA. Telephone: 020 7327 5693. Facsimile: 020 7327 5225. E-mail complaints@lloyds.com

Complaints that cannot be resolved by Lloyd's may be referred to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR or tel: 0800 0 234 567*.

Further details will be provided at the appropriate stage of the complaints process.

*Calls to this number are free if you are calling from a 'fixed line'(e.g. a landline at home). If you are a mobile phone user who pays a monthly charge for calls to numbers starting 01 or 02, call free on 0300 123 9 123.

These procedures do not affect *your* legal rights.



CANCELLATION

Cooling off period

You may cancel the insurance, without giving reason, by sending written notice to the *policy administrator* and returning the insurance documents within 14 days of it starting or (if later) within 14 days of *you* receiving the insurance documents. You will receive a full refund of all premium paid provided that no claim has been made and *you* do not intend to make a claim.

Cancellation after the cooling off period

If you pay your premium monthly on a monthly rolling basis there will be no refund because you will have only paid for the cover you have already received.

If you have an annual policy for which you pay an annual premium once a year then provided no claim has been made you will receive a proportionate refund of the annual premium less an administration fee equal to 25% of the annual premium with a minimum fee applying of £10.

To cancel your policy please write to the policy administrator.

Cancellation by us:

We may cancel the policy by giving you 30 days written notice sent to your last known address. If you have an annual policy for which you have paid the full annual premium we will make a proportionate refund of the premium paid.

AUTO RENEWAL – ANNUAL POLICIES ONLY

To make sure you have continuous cover under your policy we will automatically renew your policy when it expires, unless you advise us otherwise. You will be contacted up to 30 days before the annual renewal date of your policy and we will tell you about any changes to the premium or the policy terms and conditions.

AMENDING THE POLICY

If you wish to amend your policy to add or replace or remove any gadgets please contact the policy administrator by email on enquiries@i-digitalinsurance.com

OUR RIGHT TO CHANGE THE COVER OR PRICE

Monthly rolling policies

You will receive at least two months written notice if *we* decide or need to change *your* policy cover or the price of *your* insurance for any of the following reasons:

- to make minor changes to the 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 *your* policy;
- to reflect changes to taxation applicable to *your* policy (including but not limited to insurance premium tax);
- to reflect increases or reductions in the cost (or projected cost) of providing *your* cover, including but not limited to cost increases or reductions caused by changes to the number, cost or timing of claims which *we* as part of *our* pricing policy have assumed or projected will be made under this insurance product,
- to cover the cost of any changes to the cover / benefits provided under this insurance including but not limited to the removal of one or more policy exclusion(s);
- to cover the cost of changes to the systems, services or technology in support of this insurance product.

We may make changes immediately and advise you within 30 days of the change having been made if the change is favourable to you. Having made a change to the cover or the price we will not make another change for at least six months.

Annual policies

If we alter the terms of cover or price of your policy it will only be done at your next annual renewal date.

Your Insurance Schedule will tell you if you have a monthly rolling policy or an annual policy.



COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we are unable to meet our obligations to you under this contract. Further information can be obtained from the Financial Services Compensation Scheme (7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN) by phone on 020 7892 7300 and on their website at www.fscs.org.uk

DATA PROTECTION ACT 1998

i-Digital Insurance does not pass any personal data about *you* to any third parties. When *you* apply for insurance and/or make a claim, *you* will be required to disclose relevant personal data about *yourself* to i-Digital Insurance or their agents and the *claims administrator*, including data which is deemed "sensitive" under the Data Protection Act 1998. *Your* explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when *you* make a claim. Please note that any information that *you* provide may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by yourself will be used by i-Digital Insurance its agents and associated companies, the *claims administrator*, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any upgrade to this insurance, handle claims relating to this insurance and prevent fraud.

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