

CERTIFICATE OF INSURANCE

Your Gadget Insurance

Policy Wording (Binding Authority Number EW144)



INTRODUCTION

Gadgetbuddy.com provides cover for **your gadget** against accidental damage, theft, breakdown, **malicious damage** and **unauthorised usage**. Cover for **accidental loss** and/or World-wide cover will only be included if **you** selected this option on **your** application and **you** have paid the required additional premium.

This insurance is arranged by Gadgetbuddy.com, a trading name of Rock Insurance Services Limited, Griffin House, 135 High Street, Crawley, West Sussex, RH10 1DQ.

The insurers are Lloyd's Syndicate 5820 (referred to as "**we/us/our**" in this Certificate), which is managed by ANV Syndicates Limited. ANV Syndicates Limited is entered in the Register of Lloyd's Managing Agents. Registered Office: 47 Mark Lane, London, EC3R 7QQ. Registered in England number 04434499.

The **administrator** is Citymain Administrators Limited. They will help **you** with any questions **you** may have, help **you** with any changes **you** need to make to **your** insurance, and will deal with all claims. Please also contact them if any details in **your insurance schedule** are incorrect and they will arrange for a corrected **insurance schedule** to be issued to **you**. **You** can contact them at: Enterprise House, Isambard Brunel Road, Portsmouth PO1 2RX. Telephone 0333 999 7908 (local rate call).

Claims Helpline

To make a claim, please call Citymain Administrators Limited on 0333 999 7908 (local rate call) within 2 working days of discovering the incident.

More details about what **you** need to do when making a claim and how the claims process will work can be found in the section "How To Make A Claim".

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 Rock Insurance Services Limited by credit card or 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 acceptance by **us** of each monthly premium received from **you**. The monthly premium will be collected by the **administrator** by direct debit.

Your insurance schedule will confirm whether **your** policy is on an annual or monthly rolling basis.

The Insurance Documents

This is **your** Certificate of Insurance. It tells **you** everything that is covered and what is not covered. It must be read in conjunction with **your insurance schedule**. These documents make up the insurance contract between **us** and **you**. Please ensure **you** keep **your insurance schedule** together with this Certificate in a safe place.

When **you** purchased this insurance **you** selected the level of cover for each **gadget you** have chosen to insure. **Your** level of cover will be confirmed in **your insurance schedule**.

All insurance documents and all communications with **you** about this insurance will be in plain English. No language other than English will be used.

Understanding Your Policy

Some words and phrases in this Certificate will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold**. They are all listed and explained in the section "Definitions" which can be found at the end of this document.

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

COOLING-OFF PERIOD

You may cancel the insurance, without giving reason, within 30 days of it starting or (if later) within 30 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.

CERTIFICATION OF COVER

This Certificate 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. **We** (the Insurers) have entered into a Binding Authority Contract reference number B6025EW144 with Rock Insurance Services Limited under which **we** authorise Rock Insurance Services Limited to sign and issue these documents on **our** behalf.

Signed by

Antony Martin, Managing Director
Rock Insurance Services Limited

ELIGIBILITY FOR COVER

You can purchase this insurance provided that **you** live permanently in the United Kingdom, the Channel Islands or the Isle of Man and **you** own the **gadget**.

GEOGRAPHICAL AREA

Cover will apply only while **your gadget** is in the United Kingdom, the Channel Islands or the Isle of Man unless **you** selected World-wide cover on **your** application and paid the required additional premium.

The Geographical Area will be shown in **your insurance schedule**.

WHAT IS COVERED

- A. **Accidental Damage:** **We** will pay repair or replacement costs if **your gadget** is damaged as the result of an accident. Where only part or parts of **your gadget** have been damaged, **we** will only repair or replace that part or parts.
- B. **Theft:** If **your gadget** is stolen **we** will replace it. Where only part or parts of **your gadget** have been stolen, **we** will only replace that part or parts.
- C. **Breakdown** which occurs outside of the manufacturer's guarantee period. This cover is not available on laptops.
- D. **Malicious Damage:** If **your gadget** is damaged through the intentional or deliberate actions of another party **we** will repair or replace it. Where only part or parts of **your gadget** have been damaged, **we** will only replace that part or parts.
- E. **Unauthorised Usage:** **We** will pay up to £100 including VAT towards the cost of calls, texts and data downloads made without **your** permission from **your gadget** with airtime capability while the **gadget** is stolen or lost and while the **gadget** is not barred by the airtime provider, subject to such **unauthorised usage** taking place within 24 hours of discovery of the theft or **accidental loss of your gadget**. **You** must also make a valid theft or **accidental loss** claim under this insurance to be able to claim for **unauthorised usage**.
- F. **Accidental Loss (optional additional cover):** This cover applies only if **you** selected it on your application and the required additional premium has been paid. If **you** lose **your gadget** **we** will replace it. Where only part or parts of **your gadget** have been lost, **we** will only replace that part or parts.
- G. **World-wide Cover (optional additional cover):** This cover applies only if **you** selected it on **your** application and the required additional premium has been paid. If **you** take **your gadget** overseas **you** will need to take out this option to provide cover for **your gadget** under this policy whilst **you** are abroad. No cover will be provided under this optional upgrade if **you** are travelling abroad against the advice of the Foreign & Commonwealth Office (FCO). Check the Foreign and Commonwealth Office (FCO) travel advice online at www.gov.uk/foreign-travel-advice.

Important: Please note that in respect of **smart phones** or mobile phones 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, and/or administrator, showing the handset or laptop has been in use since policy inception and up to the event giving rise to the claim.

POLICY LIMITS

Limit of Liability

Our maximum liability in respect of any one claim will be the replacement cost of **your gadget** and in any event shall not exceed a total claim cost per **gadget** as specified below and within **your insurance schedule**.

Mobile Phone (incl Smart Phones)	£1,000
Tablet/Ipad	£750
Laptop	£2,000
Camera Lenses, DVD Player, E-Reader, Games Console, Sat Nav Device	£500
Gadget (other than as shown above)	£1,500

Replacements:

- You** are covered for up to two replacement claims in any one year of cover.
- please note it may not always be possible to replace **your** item with the same colour.

Policy Excess

There is an **excess** applicable to each and every claim (this is the amount **you** must contribute towards the claim). If **your** claim relates to more than one **gadget**, an **excess** is payable for each **gadget** insured under this policy.

If **you** are claiming for a Laptop or Tablet PC, the **excess** is £75 for each claim, except **accidental loss** where the **excess** is increased to £100.

If **you** are claiming for a Mobile Phone, inclusive of **Smart Phones**, the **excess** is £50 for each claim, except **accidental loss** where the **excess** is increased to £75.

For all other items, the **excess** is £25 for each and every claim, except **accidental loss** where the **excess** is increased to £50.

These **excesses** are confirmed in **your insurance schedule**.

Geographical Area

This insurance covers **gadgets** bought and used in the United Kingdom, the Channel Islands and the Isle of Man. If selected by **you** cover is extended to include use of **your gadget(s)** anywhere in the world up to a maximum of 90 days in total, 30 days any one time, in any single 12 month period, subject to any repairs being carried out in the United Kingdom by repairers approved by **us**.

IMPORTANT - THE INITIAL EXCLUSION PERIOD

There is an initial 14 day period during which, if **your 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 IS NOT COVERED

Your gadget is not covered for:

- The amount of the **excess** which applies to each and every claim.
- Theft from any **commercial vehicle**.
- Theft from any motor vehicle unless all the vehicle's windows and doors have been 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.
- Any claim which results from **your** wilful negligence.
- Any incident which happens outside the United Kingdom, the Channel Islands or the Isle of Man unless **you** have paid the additional premium to include World-wide cover and this is confirmed in **your insurance schedule**.
- Unauthorised usage** unless associated with a valid theft or **accidental loss** claim.
- Any **smart phone** or mobile phone claim where **proof of usage** is not provided.
- Any claim involving theft or **accidental loss** unless **you** have reported the incident:
 - to the appropriate local Police authorities within 24 hours of discovering the incident, and have obtained an appropriate incident reference number; and
 - in the case of a Mobile Phone, to **your** network provider within 24 hours.
- Theft of the **gadget** from an unoccupied premise unless there is evidence of **violent and forcible entry** to the premises.
- Any claim if your **gadget** was purchased:
 - outside the United Kingdom, the Channel Islands or the Isle of Man;
 - second-hand; or

- via on on-line auction (e.g. eBay).
- Theft or **accidental loss** of, or accidental damage to, the **gadget** whilst in the possession of anyone else other than **your immediate family**.
 - Theft or **accidental loss** of, or damage to, additional equipment or **accessories** other than SIM or PCIMA cards which were in the **gadget** at the time of the damage, theft or **accidental loss**.
 - Any accidental damage, **malicious damage** or breakdown claim where the IMEI/Serial number cannot be determined from **your gadget**.
 - Any loss of or damage to information or data or software contained in or stored on the **gadget** whether arising as a result of a claim paid by this insurance or otherwise.
 - Any claim resulting from the failure of any electrical or computer equipment, software, micro-controller, microchip, **accessories** or associated equipment to correctly recognise and process any calendar date or time.
 - 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 anyone not authorised by **us**;
 - wear and tear or gradual deterioration of performance;
 - claims arising from abuse, misuse or neglect by the user;
 - a **gadget** where the serial number has been tampered with in any way.
 - Any kind of damage whatsoever unless the damaged **gadget** is provided for repair.
 - The VAT element of any claim if **you** are registered for VAT.
 - Reconnection costs or subscription fees of any kind.
 - The cost of replacing any personalised ring tones or graphics, downloaded material or software.
 - 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**.

Important notes:

- Reference to **accidental loss** in the above exclusions applies only if **you** have included **accidental loss** as optional extra cover and have paid the required additional premium. If **you** have not included cover for **accidental loss** then any incident of **accidental loss** is excluded from cover and reference to **accidental loss** in any of the above exclusions may therefore be ignored. However, the remainder of the exclusion still applies. **Your insurance schedule** will confirm whether or not **accidental loss** cover applies.
- If **you** are insuring an item without SIM or PCIMA card capability, all exclusions relating to SIM or PCIMA cards are not applicable.

GENERAL EXCLUSIONS

This insurance does not cover

- Liability of whatsoever nature arising from ownership or use of the **gadget**, including any illness or injury resulting from it.
- Any other costs that are caused by the event which led to **your** claim, unless specifically stated in this Certificate.
- Any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of **terrorism** or war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- Nuclear Risk, meaning damage or destruction caused by, contributed to or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.
- Sonic Boom, meaning any damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
- Any claim made where no **proof of purchase** can be provided.
- Any **gadget** older than 12 months old at the time of purchasing insurance.

CANCELLING THE POLICY AFTER THE COOLING-OFF PERIOD

To cancel **your** policy please contact the **administrator** and return **your** insurance documents: Citymain Administrators Limited, Enterprise House, Isambard Brunel Road, Portsmouth PO1 2RX. Email: info@citymain.com

After the cooling-off period

You may cancel the insurance at any time after the initial 30 day cooling-off period.

If **you** pay **your** premium monthly on a monthly rolling basis, there will be no refund of premium because **you** will only have 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, charged by the **administrator**, equal to 25% of the annual premium with a minimum fee applying of £10.

Cancellation by us

We will cancel **your** policy if **we** are unable to collect a premium payment from **you**. If **you** pay **your** premium monthly on a monthly rolling basis, **we** will contact **you** by email after the first missed collection requesting payment of the premium. If **we** do not receive payment by the next collection date and the next payment is also missed, **we** will cancel **your** policy and send **you** an email confirmation of the cancellation. All cover under **your** policy will be deemed to have ended automatically from the date the first missing payment became due.

We can also cancel the policy by giving **you** 60 days written notice sent to **your** last known address. If **you** have an annual policy **we** can only cancel **your** policy during **your** period of insurance if **you** commit fraud.

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 Certificate wording that do not affect the nature of the cover and benefit provided such as changes to make the Certificate 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.

AMENDING THE POLICY

If **you** wish to amend **your** policy to add or replace or remove any **gadgets**, please contact the **administrator**.

HOW TO MAKE A CLAIM

Please comply with the following procedures to obtain authorisation with the minimum delay.

Following these procedures, and any instructions or advice given to **you** by the **administrator** will help **your** claim to run smoothly. If **you** do not follow the procedures and any other instructions or advice **you** are given, **your** claim may be delayed or remain unpaid.

Theft, Accidental Loss (if covered) and Malicious Damage Claims:

Notify the appropriate local Police authority within 24 hours of discovering the incident and obtain a Crime reference/Lost Property number and a copy of the Police Crime report (where a report has been compiled). Should **you** be claiming for the theft or **accidental loss** of **your** telephone **you** must also contact **your** network provider within 24 hours of discovering the incident to place a call bar on the handset.

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

Contact the **administrator** on 0333 999 7908 (local rate call) within 2 working days of discovering the incident (or in the event of an incident occurring outside of the United Kingdom, the Channel Islands or the Isle of Man, within 2 working days of returning to the United Kingdom, the Channel Islands or the Isle of Man).

You will be sent a claim form by the **administrator**.

Complete the claim form **FULLY** and return it to the **administrator** in accordance with their instructions, and in any event within 30 days of notifying the claim together with any requested supporting documentation including:

- Police Crime Reference/Lost Property Number (where applicable)
- Proof of **violent and forcible entry** (where applicable)
- Proof of purchase**
- Proof of usage**
- Any other requested documentation.

The **administrator** will assess **your** claim, and as long as **your** claim is valid, will authorise the repair or replacement of the **gadget** as appropriate.

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

SPECIFIC CLAIMS CONDITIONS

Replacement Equipment

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

- We** will endeavour to replace with an identical fully refurbished (or new where a refurbished item is not available) **gadget** of the same age and condition. However, in the unlikely event this is not possible the **administrator** will provide **you** with a fully refurbished (or new where a refurbished item is not available) **gadget** of a comparable specification or the equivalent value taking into consideration the age and condition of the **gadget** prior to **your** claim.
- This policy will automatically cover the replacement equipment for the remainder of the policy year in which the claim has been settled.
- Please note that although **we** will endeavour to replace the item with the same colour, it may not always be possible and therefore **you** would be provided with an alternative colour in that situation.
- If **we** replace **your** 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.

Other Insurance

If at the time of a valid claim under this insurance there is another insurance policy in force which covers **you** for the same loss, **we** may seek a recovery of some or all of **our** costs from the other insurer. **You** must give **us** any help **we** may need to assist **us** with **our** loss recoveries. In the event of a claim **you** may be asked to provide details of any other contract, guarantee, warranty or insurance that may apply to the item including but not limited to household insurance.

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.

Evidence to Support Your Claim

You must provide **us** with any receipts, proof of purchase or any other documentation that **we** may request.

CUSTOMER SERVICE & COMPLAINTS

Rock Insurance Services Limited is proud of its reputation for fairness in treatment of its customers. However, occasionally disputes or misunderstandings can arise.

If **you** have a question or concern about, or **you** wish to make a complaint about, the sale of your policy, or the general service **you** received from Rock Insurance Services Limited please refer to the separate instructions at the end of this Section of **your** Certificate of Insurance.

Service

The aim is to provide **you** with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that **you** may have. If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact the **administrator**, either by post, to: Customer Relations Team, Citymain Administrators Limited, Enterprise House, Isambard Brunel Road, Portsmouth PO1 2RX or by email to: customerrelations@citymain.com or by telephoning: 0333 999 7908 (local rate call).

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** enquiry.

Complaints

This complaints procedure does not affect **your** legal rights.

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to the **administrator** whose contact details are given above, or the Policyholder and Market Assistance team at Lloyd's. Their contact details are:

Policyholder & Market Assistance
Market Services
Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Kent ME4 4RN

Tel No: 020 7327 5693
Fax No: 020 7327 5225

E-mail: complaints@lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at <http://www.lloyds.com/complaints> and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. The address is:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London, E14 9SR.

Telephone Number: 0800 0234 567 (calls to this number are normally free for people ringing from a "fixed line" phone, but charges may apply if **you** call from a mobile phone).

Telephone Number: 0300 1239 123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs).

E-mail: complaint.info@financial-ombudsman.org.uk

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

Questions or Complaints about the sale of your policy, or the service provided by Rock Insurance Services Limited

If **you** have a question or concern about, or **you** wish to make a complaint about, how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact the Managing Director at Rock Insurance Services Limited. The contact details are:

Gadgetbuddy.com
Griffin House
135 High Street
Crawley
West Sussex
RH10 1DQ
Telephone: 0800 091 2832
Email: complaints@gadgetbuddy.com

If **you** remain dissatisfied and wish to make a complaint, **you** can refer the matter directly to the Financial Ombudsman Service. The address is given in the "Complaints" Section above.

GENERAL CONDITIONS

Automatic Renewal of Your Policy – Annual Policies Only

For **your** convenience, **we** will arrange for Rock Insurance Services Limited to automatically renew **your** cover each year (Auto-Renewal) unless **you** tell them not to (see telephone number below).

You will be contacted a month before the renewal date and told about any changes to the premium or the policy terms and conditions. **You** will also be told if **we** are unable to renew **your** policy.

Before **your** policy renews, please make sure **you** tell Rock Insurance Services Limited about any changes to **your** personal details, including **your** credit card or debit card details. For Auto-Renewal **we** are entitled to assume that **your** details have not changed and that **you** have the permission of the cardholder unless **you** inform Rock Insurance Services Limited otherwise.

When **you** receive **your** renewal notice, **you** must also provide Rock Insurance Services Limited with details of any changes to **your** requirements since **your** policy started (or since the policy last renewed if **you** have held the policy for more than one year).

If **you** do not want **us** to arrange to auto-renew **your** policy, just call Rock Insurance Services Limited on 0800 091 2832. Otherwise they will collect the renewal premiums from **your** credit card or debit card.

Disclosure of Important Information

You may have been asked a number of questions either when **you** applied for this insurance and/or when **you** applied to make a change to **your** policy.

If questions were asked, **we** relied on all of the answers to these questions to decide the terms upon which **we** offered **you** cover or amended cover. This includes the premium to be charged.

It is therefore essential that answers **you** gave to any questions were truthful, complete and accurate to the best of **your** knowledge. If any of **your** answers are later found to be incorrect, incomplete or misleading, this could lead to **your** insurance being declared invalid and/or to **your** claim not being paid or not fully paid.

Age of Gadgets

The **gadget** must be less than 12 months old with a valid **proof of purchase** (not from online auctions) when cover commences for that item.

Transfer

You cannot transfer the insurance to someone else or to any other **gadget** without **our** written permission.

LEGAL, REGULATORY AND OTHER INFORMATION

Law & Legal Proceedings Applicable to this Insurance

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 in.

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 Isle of Man in which **you** live in.

Regulatory Authorities

ANV Syndicates Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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

Rock Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

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.

Financial Services 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 (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) by phone on (freephone) 0800 678 1100 or 020 7741 4100 and on their website at www.fscs.org.uk

Premium and Claims – Your Rights

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

Data Protection Act 1998

Rock Insurance Services Limited and the **administrator** do not pass any personal data about **you** to any third parties without **your** consent. When **you** apply for insurance and/or make a claim, **you** will be required to disclose relevant personal data about **you** to Rock Insurance Services Limited or their agents (in particular **us** and **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 insurance providers, for the purpose of preventing fraudulent claims.

All information provided by **you** will be used by Rock Insurance Services Limited its agents and associated companies, other insurance providers, 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.

DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in **bold** in this certificate.

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

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

Administrator – Citymain Administrators Limited.

Commercial vehicle – any vehicle used wholly or partly for commercial or business purposes or any other vehicle that is being used for commercial or business purposes at the time of any theft of the **gadget**.

Excess – this is the amount **you** must contribute towards each and every claim **you** make. The amount of the excess is confirmed in **your insurance schedule**.

Exclusion Period means the period during which, if **your 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 – the item(s) insured by this Certificate, purchased by **you** and shown within the relevant **proof of purchase**, and under 12 months old at the time of purchasing insurance for that item. Only item(s) from the following list shall be covered:

MP3 Players, iPods, DVD Players, iPads, Games Consoles, Digital Cameras, Video Cameras, Camera Lenses, Mobile Phones, **Smart Phones**, PDAs, Laptops, Tablets, Bluetooth Headsets, Satellite Navigation Devices, E-Readers, In-Car Computers, Head / Ear Phones.

Immediate family – **your** mother, father, spouse or domestic partner (aged 16 years or over), or son or daughter (aged 12 years or over) who permanently resides with **you**.

Insurance Schedule – the document that will be provided following purchase of this insurance. It will confirm **your gadget** insurance details, including the period of **your** policy, **your** selected level of cover, maximum limits of **our** liability, the amount of the excess and number of **gadgets** insured.

Malicious Damage – the intentional or deliberate actions of another party which causes damage to **your gadget**.

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

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

Proof of Usage – evidence from **your** Network provider, and/or administrator, showing the handset or laptop has been in use since policy inception and up to the event giving rise to the claim.

Smart Phone – a high-end mobile phone that offers more advanced computing ability and internet connectivity than a contemporary feature phone.

Terrorism means any act of any person or organisation 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.

Unauthorised Usage – calls, texts and data downloads made without **your** permission from **your gadget** with airtime capability while the **gadget** is stolen or lost and while the **gadget** is not barred by the airtime provider, subject to such **unauthorised usage** taking place within 24 hours of discovery of the theft or **accidental loss** of your **gadget**. **You** must also make a valid theft or **accidental loss** claim under this insurance to be able to claim for **unauthorised usage**.

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

We, us, our – Lloyd's Syndicate 5820.

You, your – the person, who owns the **gadget** as stated on the **insurance schedule**, who must be aged 16 or over at the time of purchasing the insurance.

USEFUL NUMBERS

For Claims	0333 999 7908
For Policy Amendments	0333 999 7908
For Payment Queries	0333 999 7908
For Gadget Helpline	0844 482 9544