

POLICY WORDING

GADGET INSURANCE



To report a claim,
please call us on 01285 626020


CAPTAIN COVER
Lifestyle Insurance that's out of this world

www.captaincover.co.uk

INTRODUCTION

This Gadget insurance is arranged by Captain Cover, a trading style of Lexelle Limited, and underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Koniginssstrasse 107, 80802 Munich. UK Branch Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

Lexelle Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

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

DEFINITIONS

The following words shall have the meanings given below wherever they appear in bold:

Accessories

Means chargers, carrying cases, headphones and hands-free mounting kits, USB cables but excluding a SIM Card that were supplied with Your Electronic Equipment.

Accidental Damage

The unintentional and unforeseen breakage or destruction of **Your Electronic Equipment**, with visible evidence of an external force being applied and which results in the **Electronic Equipment** being unusable.

Breakdown

The failure of any electrical or mechanical component in **Your Electronic Equipment** due to a sudden and unforeseen fault, which causes **Your Electronic Equipment** to stop working in the way the manufacturer intended and which requires repair or replacement before the **Electronic Equipment** can be used again.

Claim Limit

The most **We** will pay on any claim, as detailed in **Your** policy schedule.

Claims Handling

Means the company appointed by **Us** to handle your claim, which is:

Trent-Services (Administration) Ltd, Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD.

Tel: 01285 626020

Email : admin@trent-services.co.uk

Commencement Date

The date **Your** cover begins with **Us**, as detailed in **Your** policy schedule.

Computer Virus

A set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Cosmetic Damage

Any damage which is non-structural, including but not limited to scratches, dents and marks, which does not affect the usage of the **Electronic Equipment**.

Electronic Data

Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

Electronic Equipment

The item or items purchased and owned by **You**, as new and in full working order, from a VAT registered company and for which **You** hold **Proof of Purchase**, and that is insured by **Us** as detailed in **Your** policy schedule.

End date

The date that all cover under **Your** policy will cease unless **You** advise **Us** that **You** wish to renew **Your** insurance with **Us**.

Excess

The amount **You** will be required to pay towards each claim **You** make under this policy.

Immediate Family

Your husband, wife, civil partner, partner, children or parents, who permanently live in **Your** home.

Loss/Lose

Where the **Electronic Equipment** has been accidentally lost by **You** in a known location and **You** are permanently deprived of its use.

Period of Insurance

The period of time from the **Commencement Date** to the **End Date**, which is shown on **Your** policy schedule, and that the policy will be in force for.

Proof of Purchase

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

Reasonable Precautions

All measures that would be deemed appropriate to expect a person to take in the circumstances to prevent **Loss, Accidental Damage** or **Theft of Electronic Equipment**, for example: having **Your Electronic Equipment** in a case designed to hold the specific make and model; ensuring that all standard security measures including PIN and Passwords are utilised and are set to a number other than default or sequential/multiple characters; having your **Electronic Equipment** with **You** while playing sport or near open water.

Replacement Item

An identical item of **Electronic Equipment** of similar age and condition only. If **Your Electronic Equipment** cannot be replaced with an identical item of **Electronic Equipment** of similar 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 item of **Electronic Equipment**. Cover is limited to one replacement per year per item, up to the amount specified in **Your** policy schedule.

Terrorism

Any act including but not limited to the use, or threat, of violence or force by 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.

Theft

The unlawful taking of **Your Electronic Equipment** against **You** will by another party with the intent to permanently deprive **You** of that property by burglary using forcible and/or violent entry.

Unattended

Not on your person or within **Your** sight at all times and out of **Your** arms-length reach.

Unauthorised Calls, Texts or Data Use

Any calls, texts or data use made from **Your Electronic Equipment** after the time that it was lost or stolen, to the time that it was blacklisted by **Your** airtime provider.

We, Us, Our, Insurer

UK General Insurance Limited on behalf of Great Lakes Insurance SE.

You, Your

The insured person who owns the specified **Electronic Equipment** as stated on **Your** policy schedule.

WHAT IS COVERED

In return for **Your** premium payment, **We** will insure **Your Electronic Equipment** for the **Period of Insurance** as stated on **Your** policy schedule, subject to the terms and conditions in this document and any variations and amendments which have been confirmed in writing by **Us**. Please read **Your** policy carefully to ensure **You** understand the cover **We** are providing to **You** and that **You** comply with **Our** terms and conditions.

BASIS OF COVER - INSURED CATEGORIES

A) Accidental Damage

We will pay the costs of repairing **Your Electronic Equipment** as a result of **Accidental Damage**. If **We** are unable to economically repair **Your Electronic Equipment** then, at **Our** discretion, a **Replacement Item** will be provided by **Us**.

In addition to claims excluded under the "What is Not Covered" section, **We** will not pay for **Accidental Damage** caused by:

1. Deliberate damage or neglect of the **Electronic Equipment**;
2. Failure on **Your** part to follow the manufacturer's instructions;
3. Inspection, maintenance, routine servicing or cleaning.

B) Theft (this section only applies if shown on Your policy schedule)

We will replace **Your Electronic Equipment** with a **Replacement Item** if it is stolen. Where only part or parts of **Your Electronic Equipment** have been stolen, **We** will only replace that part or parts.

In addition to claims excluded under the "What is Not Covered" section, **We** will not pay for **Theft**:

1. Where the **Loss** has occurred from any motor vehicle where **You** or someone acting on **Your** behalf is not in the vehicle, unless the **Electronic Equipment** has been concealed and out of view in a locked boot, locked glove compartment or other locked internal compartment and all the vehicle's windows and doors were closed and locked and all security systems had been activated;
2. From any premises, building, land or vehicle unless force, resulting in damage to the building, premises or vehicle was used to gain entry or exit;
3. Where the **Electronic Equipment** has been left **Unattended** when it is away from **Your** home;
4. Where **Reasonable Precautions** have not been taken;
5. of any **Accessories**;
6. that has not been reported to **Your** airtime provider (where applicable to the **Electronic Equipment**) within 12 hours of **Theft**;
7. that has not been reported to the police within 24hours of **Theft** and a crime reference number has not been obtained.

C) Loss (this section only applies if shown on Your policy schedule)

If **You** lose **Your Electronic Equipment**, **We** will replace it with a **Replacement Item**.

In addition to claims excluded under the "What is Not Covered" section, **We** will not pay for **Loss**:

1. Where the **Electronic Equipment** has been left **Unattended** when it is away from **Your** home;
2. Where **Reasonable Precautions** have not been taken;
3. Of any **Accessories**;
4. That has not been reported to **Your** airtime provider (where applicable to the **Electronic Equipment**) within 12 hours of **Loss**;
5. That has not been reported to the police within 24hours of **Loss** and a crime reference number has not been obtained.

D) Breakdown

If a **Breakdown** of **Your Electronic** equipment occurs outside the manufacturer's guarantee or warranty period, **We** will pay the repair costs. If **We** are unable to economically repair **Your Electronic Equipment**, then at **Our** discretion, a **Replacement Item** will be provided by **Us**.

In addition to claims excluded under the "What is Not Covered" section, **We** will not pay for **Breakdown**:

1. Relating to battery/power supply unless caused by a single sudden failure;
2. No cover is provided for failure/damage caused to batteries caused by use, over or under charging, or temperature.

E) Liquid Damage

We will repair or provide a **Replacement Item** for **Your Electronic Equipment** if it is damaged as a result of accidentally coming into contact with any liquid.

We will not pay for any liquid damage claims excluded under the “What is Not Covered” section.

F) Unauthorised Calls, Texts or Data Use

Where **Your** item of **Electronic Equipment** is a device where **You** are charged for **Unauthorised Calls, Texts or Data Use** and it is lost or stolen, **We** will refund the cost of any calls, texts or data used after the time it was lost or stolen to the time it was blacklisted by **Your** airtime provider. This is subject to **You** providing an itemised bill. The maximum amount **We** will pay for any one occurrence is **£100**.

In addition to claims excluded under the “What is Not Covered” section, **We** will not pay for any **Unauthorised Calls, Texts or Data Use** where the **Theft** or **Loss** has not been reported to **Your** airtime provider within 12 hours of the **Theft** or **Loss** occurring and the police within 24 hours of the **Theft** or **Loss** and a crime reference number has not been obtained.

WHAT IS NOT COVERED

1. Repairs or any other costs for:
 - a. cleaning, inspection, routine servicing or maintenance;
 - b. **loss** or damage arising from a manufacturer’s defect or recall of the **Electronic Equipment**;
 - c. replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
 - d. any repairs carried out without prior authorisation from **Us**;
 - e. wear and tear to the **Electronic Equipment** and/or gradual deterioration of performance;
 - f. **Cosmetic Damage**.
2. Any claim if the serial number, IMEI (international mobile equipment identity) or simgate has been tampered with in any way;
3. Any claim, or any event causing the need for a claim, that occurs within the first 14 days of the **Commencement Date** of the policy, or within 14 days of the change or addition of **Electronic Equipment** to **Your** policy for any **Electronic Equipment** added or amended during the **Period of Insurance**;
4. Any loss of a SIM (subscriber identity module) card;
5. Any expense incurred arising from not being able to use the **Electronic Equipment**, or any costs other than the repair or replacement costs of the **Electronic Equipment**;
6. **Accidental Damage, Theft, Loss, Breakdown** or liquid damage to **Accessories** of any kind;
7. Any **Breakdown** to the **Electronic Equipment** arising from any other electrical or computer equipment, software including applications and operating systems, **Accessories, other than the manufacturer supplied charger**, associated equipment, failure to correctly recognise and process any calendar date or time, or electrical supply issues including spikes;
8. Reconnection costs or subscription fees of any kind;
9. Costs arising from the replacement of any personalised ring tones, graphics, downloaded material, applications or software, or other data;
10. **Electrical equipment** purchased from an on-line auction or other site unless from a UK VAT registered supplier;
11. Any costs for loss or damage to information, personalised ring tones, graphics, downloaded material, applications or software, or other data contained in or stored on the **Electronic Equipment** whether arising as a result of a claim under this insurance or otherwise;
12. Any other costs that arise directly or indirectly from the event which led to **Your** claim unless specifically stated in this policy;
13. Liability of any nature arising from ownership or use of the **Electronic Equipment**, including any illness or injury resulting from it;
14. Value Added Tax (VAT) where **You** are registered with HM Revenue & Customs for VAT;
15. Claims arising from damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
16. Claims for any **Electronic Equipment** used in connection with **Your** profession or trade;
17. Notwithstanding any provision to the contrary within this Reinsurance Agreement or any endorsement thereto, it is understood and agreed as follows:
 - (a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use,

reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

(b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

18. The **Excess**. The **Excess** for a laptop, iPhone, smart phone or tablet is £50 and for all other items is £25.
19. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

20. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

21. Any direct or indirect consequence of:

Irradiation, or contamination by nuclear material; or

The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter

POLICY CONDITIONS AND LIMITATIONS

1. Cover is limited to one claim per Insured Category per item of **Electronic Equipment** during any single **Period of Insurance**. (see **Basis Of Cover - Insured Categories sections A-F**)
2. You must take **Reasonable Precautions** to safeguard **Your Electronic Equipment** and prevent claims under this policy
3. 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.
4. This insurance only covers **Electronic Equipment** bought and used in the UK, the Isle of Man and the Channel Islands. Cover includes the use of the **Electronic Equipment** anywhere in the world up to a maximum of 90 days in total, in any single 12 month period. Any repairs or replacements must be carried out in the UK by repairers or retailers approved by **Us**.
5. The **Electronic Equipment** must be less than 18 months old at the **Commencement Date** of the insurance and 30 months at the **renewal date**, with valid **Proof of Purchase**. All items must have been purchased as new from a VAT registered company and must be in full working order at the **Commencement Date** of this policy.
6. **You** must provide **Us** with any receipts, **Proof of Purchase** or documents to support **Your** claim that are reasonable for **Us** to request. All **Proof of Purchase** must include the make, model and serial number of the **Electronic Equipment**. If **We** do not receive the documents **We** have requested from **You** or if any documents submitted by **You** are not acceptable to **Us**, it may delay **Your** claim or **We** may decline to pay **Your** claim.
7. **We** may decide to change the terms and conditions of **Your** policy and/or **Your** premium. **We** will give **You** 14 days' written notice of any change **We** intend to make. Only changes formally made by **Us** and advised to **You** in writing are accepted as terms under this policy; no other parties have any jurisdiction to change or agree any different terms. If **You** are not happy with the new terms, **You** may cancel the policy within 30 days of the date of the correspondence notifying **You** of the changes and no further premium payments will be taken or if **You** have paid for the full annual premium, **You** will be entitled to a pro rata refund. In the event that **You** have already made a claim under the policy, **You** are responsible for the payment of all outstanding premium for that policy **Period of Insurance**.
8. **We** may cancel **Your** policy at any time by giving **You** 14 days' notice in writing. If **We** cancel **Your** policy and **You** have not made any claim and if **You** have paid the annual premium, **You** will be entitled to a pro rata refund. This means that a refund will be given for every complete month of the policy remaining from the date 14 days after **You** receive **Our** written notice of cancellation. If **You** are paying **Your** annual premium by monthly instalments, **We** will not collect any further instalments after **You** receive **Our** written notice of cancellation.
9. In respect of policies paid by monthly instalments, if the direct debit premium payment is cancelled or unsuccessful at any given point, no benefits under this policy shall be due whatsoever.

10. **We** will process **Your** claim under the terms and conditions of this insurance based on the first reason notified to **Us** for the claim. Please note that it may be necessary for **Us** to contact **Your** airtime provider in order to validate **Your** claim.
11. This cover is limited to one replacement per insured item per **Period of Insurance**.
12. Cover for **Your Electronic Equipment** applies to **You** as the person who purchased the policy and **Your Immediate Family**.
13. The benefits of this policy cannot be transferred to someone else or to any other **Electronic Equipment** without **Our** written permission.

CONSUMER INSURANCE ACT 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to: supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy

to make sure that all information supplied as part of your application for cover is true and correct
tell us of any changes to the answers you have given as soon as possible.

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. 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

HOW TO CLAIM

You must:

1. Contact the **Claims Administrator** as soon as possible after any incident likely to result in a claim under this insurance
Contact Details:

Post: Trent-Services (Administration) Ltd, Trent House, Love Lane, Gloucestershire, GL7 1XD,
Telephone: 01285 626020
Email admin@trent-services.co.uk
2. Report the **Theft** or **Loss** of **Your** mobile phone within 12 hours of discovery of the **Loss** or the occurrence of the **Theft**, to **Your** airtime provider and instruct them to blacklist **Your** handset;
3. Report the **Theft** or **Loss** of **Your Electronic Equipment** to the police within 24 hours of discovery and obtain a crime reference number in relation to the **Theft** of the item, and a lost property number in relation to the **Loss** of the item.

If **We** replace **Your Electronic Equipment** the ownership of the damaged or lost item is transferred to **Us** once **You** have received the **Replacement Item** **We** have supplied. If the **Electronic Equipment** **You** have claimed for is returned or found, **You** must notify **Us** and send it to **Us** if **We** ask **You** to.

Upon acceptance of **Your** claim **You** will be asked to pay the **Excess**. For all claims in any one **Period of Insurance** the **Excess** for a laptop, iPhone, smart phone or tablet is £50 and for all other items is £25.

Fraudulent Claims/Fraud

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

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;

- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; 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.

CANCELLATION

If **You** decide for any reason that this **Policy** does not meet **Your** insurance needs, you can cancel it 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. Thereafter **You** may cancel the insurance cover at any time by informing Captain Cover and, if no claims have been made or are pending and provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium for the unexpired period of the insurance.

If **You** pay for **Your Policy** by monthly instalments, you may cancel **Your Policy** at any time on the condition that if **You** have made a claim on **Your Policy** you will be liable for the balance of any outstanding monthly payments at the time of cancellation

The **Insurer** shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to the **Insured** at their last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms & conditions

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

COMPLAINTS

We realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens, **We** want to hear about it so **We** can try to put things right. If **You** have cause for complaint it is important **You** know **We** are committed to providing **You** with an exceptional level of service and customer care.

Complaints regarding the sale of the policy:

Captain Cover
PO Box 4428
Sheffield
S9 9DD
Email: assist@captaincover.co.uk
Telephone: 0333 400 8179

Complaints regarding claims:

Trent-Services (Administration) Ltd, Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD,
Telephone: 01285 626020
Email: admin@trent-services.co.uk

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 05928.

In either instance, if **your** complaint cannot be resolved by the end of the next working day, it will be passed to:

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

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

The Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange Square,
London,
E14 9SR.
Tel: 0300 123 9 123

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.

COMPENSATION SCHEME

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if 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 www.fscs.org.uk.

Please contact **Your** local authority Trading Standards Department or the Citizens Advice Bureau.

DATA PROTECTION 1998

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

GOVERNING LAW

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.