

GADGET INSURANCE PLUS HANDBAG COVER

EVIDENCE OF COVER

This document explains the full insurance terms, conditions and exclusions of *your* Gadget Insurance Plus Handbag Cover. Please keep it with *your main insurance policy* in a safe place.

CERTIFICATION OF COVER

We, the Insurers, have agreed to insure the Gadget Insurance Plus Handbag Cover arranged by *Be Wiser*. This document, confirms that insurance has been effected between *you* and *us*. We agree to insure *you* in accordance with the terms and conditions, and to provide the benefits, detailed in this document and which are confirmed in the Master Policy. The Master Policy is the insurance contract which governs this insurance scheme and which has been agreed between *us* and *Be Wiser*. A copy is available upon request.

LANGUAGE

All insurance documents and all communications with *you* about this policy will be in easy to understand English. No language other than English will be used. The meaning of words in *italics* are set out in the 'Definitions' section at the end of the policy.

SCHEME ADMINISTRATORS

Negotiation and settlement of all claims will be handled by Direct Group Limited who act on *our* behalf. They are specialists in this type of insurance, with many years of experience. Their address is:

Direct Group Limited,
Quay Point,
Lakeside Boulevard,
Doncaster,
South Yorkshire
DN4 5PL
Tel: 0333 003 3262
Email: specialistclaims@directgroup.co.uk

INTRODUCTION

During the *period of cover*, we will provide insurance for *your gadget/s* and *your handbag* and its *contents*, including *your personal items*, subject to the terms, conditions, and limitations shown below.

This insurance runs along with *your main insurance policy* and if *your main insurance policy* is cancelled or not renewed, all cover under this insurance will end.

WHAT IS COVERED

Cover is provided in 7 sections as shown below. **Please note** that there is a maximum value of £500 per claim, unless otherwise stated, and only one claim is allowed within any 12 month period.

Section 1 Accidental Damage

We will pay repair costs if *your gadget* is damaged as the result of an accident. If *your gadget* cannot be repaired, we will replace it or contribute to its replacement if the cost exceeds £500.

Section 2 Theft

If *your insured items* are stolen we will replace it/them. Where only part or parts of *your gadget* have been stolen, we will only replace that part or parts.

Section 3 Accidental Loss

If *you* lose *your insured items* we will replace them.

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.

Section 4 Breakdown

We will pay repair costs if *your gadget* is damaged as a direct result of electrical or mechanical breakdown occurring outside of the manufacturers guarantee period. **Please note** that this cover is not available on laptop computers.

Section 5 Key Cover

If *your home* keys are *accidentally lost* or stolen with *your handbag*, we will reimburse the cost of replacing the keys and will reimburse any call out locksmith charges for *your home*. If applicable we will also reimburse the cost of replacing locks to *your private home*. **Please note** that the maximum payable for any one claim is £250.

Section 6 Worldwide Personal Emergency Helpline

If *you find yourself* in an emergency situation, *you* can access the personal emergency helpline to seek help and resolution. Just call *our* 24 hour helpline on **0800 083 2862** and they will arrange some or all of the following:

- help *you* notify *your* airtime provider by telephone transfer so that *your* mobile phone is disabled;
- help *you* cancel any lost or stolen credit, debit and charge cards;
- arrange for a local locksmith to help *you* back into *your home*;
- arrange transport to help *you* get *home* in an emergency, including arranging taxi's, trains, ferry's, flights and car hire;
- get messages to family or friends by text, fax, or telephone to make them aware of *your* situation. If the message attempts are unsuccessful, they will retry up to 6 times at hourly intervals. If attempts are unsuccessful, *you* will be advised.

Section 7 Fraudulent Call Cover

If *your smart phone* or mobile phone is stolen and is used fraudulently, we will reimburse *you* for the costs upon receipt of *your* itemised bill. **Please note** that the maximum payable for any one claim is £2,500.

POLICY LIMITS

Maximum Benefit

Each claim has a maximum benefit of £500, unless otherwise stated, and only one claim can be made within any 12 month period.

Policy Excess

There is an *excess* applicable to each claim as below excluding 'Section 5 – Key Cover' and 'Section 7 – Fraudulent Call Cover':

- £25 for each theft, accidental damage or breakdown claim;
- £50 for each *accidental loss* claim.

Policy Transfer

You cannot transfer the insurance to someone else without notifying *us* in writing and receiving confirmation from *us*.

Geographical Area

Cover under this insurance applies in the United Kingdom, the Isle of Man and the Channel Islands. However *you* will be covered for up to 90 days abroad within any 12 month period. Replacement or repair can only be dealt with once *you* are back in the UK and is subject to any repairs being carried out in the United Kingdom by repairers approved by *us*.

Worldwide Personal Emergency Helpline

Please note that this does not pay for:

1. the cost of *your* transport *home* in any emergency;
2. any locksmith costs. These must be paid by *you* then receipts submitted to Direct Group Limited as part of *your* claim;
3. costs incurred if *your* credit or debit card issuer or airtime provider fails to properly block *your* mobile phone or stop *your* cards.

WHAT IS NOT COVERED?

You will not be covered for;

1. Loss, damage or breakdown;
 - a. caused by *you* deliberately damaging or neglecting the *insured items*;
 - b. caused by *you* not following the manufacturer's instructions;
 - c. caused by routine servicing, inspection, maintenance or cleaning;
 - d. caused by a manufacturer's defect or recall of a *gadget*;
 - e. of or adjustment to fittings, control knobs or buttons, batteries or aerials;
 - f. caused by repairs carried out by persons not authorised by *us*;
 - g. where the IMEI/Serial number cannot be determined from *your gadget*;
 - h. whilst a *gadget* is in the possession of anyone else other than *your immediate family*;
 - i. to additional equipment or *accessories* other than SIM or PCIMA cards which were in the *gadget* at the time of the damage;
 - j. due to wear and tear or gradual deterioration of performance;

- k. of *your* SIM card, or of a mobile phone if a SIM card registered to *you* was not in *your* mobile phone at the time of the incident;
2. theft or *accidental loss*;
 - a. from any motorbike or motor vehicle where *you* or someone acting on *your* behalf is not in the vehicle, unless the *insured items* have been concealed in a closed boot, locked pannier, closed glove compartment or other closed internal compartment and all the vehicle's windows and doors closed and locked and all security systems have been activated. Damage must be caused by the thief and evidence provided with *your* claim;
 - b. theft of the *insured items* from an unoccupied premise unless there is evidence of *violent and forcible entry* to the premises;
 - c. from *your* control or the control of any member of *your immediate family*, except where it has been concealed either on or about the person and not left *unattended*, or the use of physical force or violence against the person has been used or threatened;
 - d. where the *insured items* have been left *unattended* when they are away from *your home*;
 - e. where *precautions* have not been taken against loss;
 - f. unless *you* have reported the incident:
 - i. to the appropriate local Police authorities within 48 hours of discovering the incident, and have obtained an appropriate incident reference number; and
 - ii. in the case of a Mobile Phone, to *your* network provider within 24 hours;
 - g. whilst the *insured items* are in the possession of anyone else other than *your immediate family*;
 - h. of any *gadget* that is not *accidentally lost* with *your handbag*;
 3. *unauthorised usage* unless associated with a valid theft or *accidental loss* claim;
 4. the personal emergency helpline is not available except where *your insured items* have been lost or stolen.

GENERAL EXCLUSIONS

Cover will not be provided for;

1. any *insured items* for which *you* cannot provide *proof of purchase*;
2. any expense incurred as a result of not being able to use the *insured items* or any loss other than the repair or replacement costs;
3. *accessories* of any kind;
4. reconnection costs or subscription fees of any kind;
5. 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;
6. Value Added Tax (VAT) where *you* are registered with HM Revenue and Customs for VAT;
7. liability of whatsoever nature arising from ownership or use of the *insured items* including any illness or injury resulting from them;
8. any other costs that are caused by the event which led to *your* claim, unless specifically stated in this policy;
9. the amount of the *excess* which applies to each and every claim;
10. any *smart phone* or mobile phone claim where *proof of usage* is not provided.
11. 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.
12. the cost of replacing any personalised ring tones or graphics, downloaded material or software.
13. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.
14. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Important note

If *you* are insuring an item without SIM or PCIMA card capability, all exclusions relating to SIM or PCIMA cards are not applicable.

MAKING A CLAIM

To claim please call Direct Group Limited's helpline on 0333 003 3262, available Monday – Friday 9am to 5pm (excluding bank holidays). All calls are recorded for training, compliance, claims and counter fraud purposes).

1. If *your gadget* is damaged *you* must provide this item for inspection / repair.
2. If *your insured items* are *accidentally lost* or stolen *you* need to do the following:
 - a. Notify Direct Group Limited as soon as possible but in any event within 28 days of any incident likely to give rise to a claim under this insurance;

- b. Report the theft or *accidental loss* of any *insured item* to the Police within 48 hours of discovery and get a crime reference number in support of a theft claim or a lost property reference in support of an *accidental loss* claim;
- c. Report the theft of any mobile phone within 24 hours of discovery to *your* Airtime Provider and blacklist *your* handset. Airtime Providers' numbers are:

3	07782 333 333
BT Mobile	08000 322 111
O2	08705 214 000
Orange	07973 100 150
T-Mobile	0845 412 5000
Virgin	08456 000 789
Vodafone	07836 191 191
EE	07953 966 250

CLAIMS CONDITIONS

1. Replacement

This policy is not a replacement as new policy. If the *insured item* cannot be replaced with identical items, we will replace it with one of comparable or better specification or the equivalent value.

2. Claims conditions

- a. *You* must inform the police within 48 hours of discovery of any incident relating to theft or *accidental loss*, and obtain an incident report number. If the item is a mobile phone, *you* must also report the incident to *your* airtime provider and blacklist *your* handset within 24 hours of discovery and blacklist *your* handset.
- b. *You* must provide *us* with 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 portion of the claim may be recovered direct from these insurers.
- c. *You* must provide *proof of purchase* for *your insured items* to support any claim, and any other receipts or documents that it is reasonable for *us* to request. If *you* cannot provide *proof of purchase* *your* claim will not be valid.
- d. *You* must pay the policy excess of £25 for any accidental damage breakdown or theft claims, and £50 for any *accidental loss* claim, before *your* claim will be processed.

CANCELLATION

Time to reconsider after *you* apply (“cooling off period”)

If *you* decide that *you* do not want the insurance after all, simply write to *Be Wiser* within 14 days of receiving this Evidence of Cover and all cover will be cancelled.

How long cover lasts and how to cancel

Cover lasts for 12 months or when *your main insurance policy* expires with *Be Wiser*, whichever is sooner. *You* can cancel cover at any time by writing to:

The Manager, Be Wiser Insurance Services Ltd, Barrett House, Savoy Close, Andover, Hants, SP10 2HZ.

Email: admin@bewiser.co.uk

Telephone: 0333 003 3280 (all calls are recorded).

However we cannot cancel *your* policy mid-term or change the terms and conditions of cover.

CONDITIONS

2. 1. Keeping to the terms and conditions

You must keep to the terms and conditions stated in this document otherwise we will not pay any benefit

3.. Fraudulent claims and shared information

We take a robust approach to fraud prevention in order to keep premium rates down so that *you* 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, *your* right to any benefit under this insurance will end, *your* 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.

CUSTOMER SERVICES AND COMPLAINTS

Sale of *your* policy

If *you* have a question or concern about, or *you* wish to make a complaint about, the sale of *your* policy (including the information *you* were given before *you* bought the policy) please contact *Be Wiser* at:

The Manager, Be Wiser Insurance Services Ltd, Barrett House, Savoy Close, Andover, Hants, SP10 2HZ.

Email: admin@bewiser.co.uk

Telephone: 0333 003 3280 (all calls are recorded).

If it is not possible to reach an agreement *you* have the right to make an appeal to the Financial Ombudsman Service at the address shown below.

Policy administration and claims

If *you* have any questions or concerns about the handling of your policy or about a claim *you* should contact Direct Group at:

Customer Relations Team, PO Box 1193, Doncaster, DN1 9PW

Email: customer.relations@directgroup.co.uk

Telephone: 0844 249 2349 (all calls are recorded for training, compliance and claims purposes).

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

Alternatively *you* can refer the complaint to Lloyd's at:

Policyholder and 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 Direct Group Limited or 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 free if *you* are calling from a 'fixed line' (e.g. a landline at home) in the UK. 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 9123. If *you* are outside the UK the telephone number to use is +44 20 7964 0500.

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

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

SAFEGUARDING YOUR CLAIM PAYMENTS

Claims will be managed by Direct Group Limited on *our* behalf. In this capacity Direct Group Limited are acting as *our* authorised agents. This means that all claims benefits from *us* are not deemed to have been paid until *you* have actually received them.

LAW & LEGAL PROCEEDINGS APPLICABLE TO THIS POLICY

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 Isle of Man, Manx law. 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 Isle of Man or the Channel Islands.

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DATA PROTECTION ACT – INFORMATION USERS

Information *you* supply may be used for the purposes of insurance administration by the Data Controller (as defined under the Act). It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes. *Your* information may also be used for crime prevention. For any of these purposes, *your* information may be transferred to countries that do not have stringent data protection laws. If this is necessary, the Data Controller will seek assurance from that party as to the security surrounding the handling of *your* information before it proceeds.

If *you* give information about another person, in doing so *you* confirm that they have given *you* permission to provide it to the Data Controller and for the Data Controller to be able to process their personal data (including any sensitive personal data).

On payment of the appropriate fee, *you* have the right to access and if necessary rectify information held about *you* (this is known as a Subject Access Request). Please contact the insurer's Compliance officer, in writing, to exercise these rights.

In assessing any claims made *we*, or *our* associated companies or agents, may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy or repossessions). Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or claims investigators).

When *your* insurance ends all information held about *you* (including information held on systems) will be destroyed or erased after a period of 7 years. The Data Controller's associated companies and agents will be advised to do the same.

Personal Data held on customers may be used for research and statistical purposes but only with the explicit consent of the customer would this take place.

To assess the terms of the policy or handle claims which arise, *we* may need to collect data which the Data Protection Act defines as sensitive (such as medical history, criminal convictions or employment records). Data protection laws impose specific conditions in relation to sensitive information including, in some circumstances, the need to obtain *your* explicit consent before the insurer processes the information. When *you* apply for this insurance, consent is given to the processing and transfer of information described in this notice by *us* and *our* agents. Without this consent, *we* would not be able to offer this insurance.

THE FINANCIAL SERVICES COMPENSATION SCHEME

The insurer is covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation from the Scheme if the insurer is unable to meet its 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 Tel: 0800 678 1100 (freephone) or 020 7741 4100. Website: www.fscs.org.uk

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 this address.

DEFINITIONS

Whenever the words below appear in *italics* in this document they have the following special meanings:

"Accessories"	Items such as, but not limited to, headphones, battery chargers, carrying cases and hands-free mounting kits.
"Accidental loss"	This means that your <i>insured items</i> have been accidentally left by <i>you</i> in a location and <i>you</i> are permanently deprived of its use.
"Accidentally lost"	Means an <i>insured item</i> has suffered accidental loss.
"Be Wiser"	This is Be Wiser Insurance Services Ltd who arranged this insurance for <i>you</i> .

“Contents”	The portable items insured by this policy, which were purchased as new by <i>you</i> . The items can be <i>personal items</i> or <i>gadgets</i> .
“Excess”	The amount <i>you</i> must contribute towards each and every claim <i>you</i> make for accidental damage, breakdown, theft and <i>accidental loss</i> claim.
“Gadget”	The item(s) insured by this policy, purchased by <i>you</i> and under 36 months old at the time of purchasing <i>your main insurance policy</i> . Only item(s) from the following list shall be covered: MP3 Players, iPods, Portable DVD Players, iPads, Games Consoles, Digital Cameras, Video Cameras, Mobile Phones, Smart Phones, PDAs, Tablets, Satellite Navigation Devices, E-Readers.
“Handbag”	Any portable bag designed for everyday use, owned by <i>you</i> , which is typically <i>used</i> to hold <i>personal items</i> such as wallet or coin purse, keys, cosmetics, a hairbrush, mobile phone.
“Home”	<i>Your</i> principal permanent place of residence situated in the United Kingdom, Channel Islands or Isle of Man.
“Immediate family”	<i>Your</i> mother, father, spouse or domestic partner (aged 16 years or over), or son or daughter (aged 12 years or over) who permanently resides with <i>you</i> .
“Insured items”	<i>Your gadget, handbag, its contents</i> and/or <i>personal items</i> covered by this policy. These must have been purchased as new (not second-hand) by <i>you</i> from a UK VAT registered company and must be less than 36 months old when the policy is started.
“Main insurance policy”	The home, motorbike, motor or van insurance policy purchased by <i>you</i> from <i>Be Wiser</i> in <i>your</i> name as the insured, under which this Gadget Insurance and Handbag Cover is provided free of charge.
“Period of Cover”	The period of cover shown on <i>your main insurance policy</i> schedule. If <i>your main insurance policy</i> is cancelled or not renewed, all cover under the Gadget Insurance Plus Handbag Cover will also end.
“Personal Items”	Means only <i>your home</i> keys, wallet or purse and make-up.
“Precautions”	All measures that it would be expected a person would take in the circumstances to prevent <i>accidental loss</i> , damage or theft of <i>your insured items</i> .
“Proof of purchase”	The original purchase receipt provided at the point of sale (not from online auctions) that gives details of the <i>gadget</i> purchased, or similar documents that provide proof that <i>you</i> own the <i>gadget</i> . It must show the date of purchase, make, model, IMEI/Serial number of <i>your gadget</i> .
“Proof of usage”	Evidence from <i>your</i> network provider showing the handset has been in use since policy inception and up to the event giving rise to the claim.
“Scheme administrators”	Direct Group Limited.
“Smart phone”	A high-end mobile phone that offers more advanced computing ability and internet connectivity than a contemporary feature phone.
“Start date”	The date shown as such on the <i>insurance schedule</i> .
“Unattended”	Not within <i>your</i> sight at all times and out of <i>your</i> arms-length reach.
“Unauthorised Usage”	Calls, texts and data downloads made without <i>your</i> permission from <i>your gadget</i> with airtime capability while the <i>gadget</i> is stolen or lost and while the <i>gadget</i> is not barred by the airtime provider, subject to such <i>unauthorised usage</i> taking place within 24 hours of discovery of the theft or <i>accidental loss</i> of <i>your gadget</i> . <i>You</i> must also make a valid theft or <i>accidental loss</i> claim under this insurance to be able to claim for <i>unauthorised usage</i> .
“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. The Lloyd’s Managing Agent for Lloyd’s Syndicate 5820 is ANV Syndicates Limited and is entered in the Register of Lloyd’s Managing Agents. Registered Office: 47 Mark Lane, London, EC3R 7QQ.

“Work/working”

Receiving payment for working at least 16 hours per week under a permanent contract, a fixed-term contract or as self-employed.

“You/yours/yourself”

The person named as the policyholder in the *main insurance policy* and who owns the insured items.