

Phones 4u Care

Damage and Breakdown cover



Policy Document

Please read these terms and conditions and **your** certificate (where issued) as one document. Where words are shown in bold type please refer to the definitions section of this booklet. The policy of insurance is between **you** and the **insurer**, and the **insurer** has appointed Policy Administration Services Limited (PAS), to deal with the administration of this insurance and the collection of **your** monthly payment. References to 'we/us/our' relates to London General Insurance Company and PAS.

This document gives **you** all of the information about this insurance. In the unlikely event that the **insurer** needs to change the terms we will give **you** 30 days' notice in writing to **your** last known email or postal address. This will only be for valid reasons such as to respond proportionately to changes in the law or decisions of the Financial Ombudsman Service, to meet regulatory requirements, industry guidance or codes of practice, or to proportionately reflect other legitimate cost increases or reductions associated with providing the cover. Acceptance of cover is at the **insurer's** discretion.

Things you need to know:

- **You** must pay one monthly payment in advance for each month of cover.
- If **you** do not believe the policy is suitable for **you**, **you** can cancel it within 14 days after receipt of this Policy Document. We will refund **your** payment as long as **you** haven't made a claim. The full payment will be retained if the policy is cancelled after 14 days. If **you** cancel, this policy will end immediately.
- We will continue to collect **your** monthly payment by Direct Debit until **you** cancel **your** policy, and **your** policy will not end when **your** airtime network agreement ends.
- If **you** cancel **your** Direct Debit, this policy will end immediately.
- The period of cover will be for no more than 60 months.
- Claims are handled by **PAS** on behalf of the **insurer**.
- Purchasing this insurance does not affect **your** statutory rights in respect of the manufacturer's warranty.
- English law applies to this policy, it's written in English and **our** communication with **you** will be in English.
- **You** can request another copy of this document. It's also available in large print, audio and Braille. If **you** would like a copy in any of these formats, please call Customer Services on **0333 222 6730*** or write to: Customer Services, Policy Administration Services Ltd, PO Box 99, Blyth NE24 9DN.
- The **mobile device** must have been provided to **you** new and **you** must be able to provide proof of purchase/ownership (e.g. purchase receipt) at the time of making a claim. Without this, we may decline **your** claim.

Things you need to tell us about

- If any of **your** personal details change e.g. **your** address.
- If **you** change **your mobile device**.

A) What's covered and what we'll do

We cover one **mobile device** and **SIM card** against the following:

- a) **Damage** b) **Breakdown**

Cover shall also be provided for handsets not originally provided through Phones 4u as long as **you** purchased the **mobile device** new and have a proof of purchase. If **you've** changed **your mobile device**, or want to cover a different one, please contact us.

Cover is limited to a maximum of 60 months.

The benefits of this policy are:

- 1 We will repair or replace **your mobile device** where damage has been caused
- 2 We will repair or replace **your mobile device** where it has suffered a **breakdown**
- 3 When we assess a claim we'll decide whether **your mobile device** can be fixed there and then, or whether we need to replace it.

Should **you** need to make a claim, please see Section C.

B) What's not covered

- 1 Loss or theft of **your mobile device** and/or **SIM card**.
- 2 A payment is required if **you** make a claim and we need to exchange **your mobile device**. The amount depends on the type of claim:
 - £50 for damage claims
 - £25 for **breakdown** claims
- 3 Cosmetic repairs that don't affect the day to day use of the **device**, or damage that has been caused through multiple incidents.
- 4 Damage to **your mobile device** which has been caused deliberately by **you**.
- 5 Damage caused by, or during, maintenance or modification, cleaning, adjustment, repair, maintenance or dismantling of the **mobile device**.
- 6 Damage due to wear and tear, depreciation or gradual deterioration.
- 7 The replacement cost of any data, images, games, logos, wallpaper, files, music, videos, downloads or digital content stored in the memory of the **mobile device**, or on a hard disk, memory card or other storage media. It is recommended that a back up copy of all data is kept.
- 8 Any claim where the **IMEI number** cannot be determined from the **mobile device**.
- 9 Any losses which relate to loss of profit, loss of opportunity, loss of goodwill or similar losses, which can't be resolved by repair or replacement of the **mobile device**.
- 10 If **you** are unable to provide proof of purchase, we may decline **your** claim.

C) Making a claim

- 1 Call us on **0333 222 6730*** to register a claim.
- 2 Where an exchange is required we'll arrange for a replacement **mobile device** to be delivered, and **your** faulty/damaged **mobile device** to be collected, the next working day.

What **you** need to know when **you** make a claim:

- 1 If we need to replace **your mobile device**, it will either be the same make and model, or if that's not available, **you'll** get one of an equivalent specification. If we can't provide a replacement an appropriate cash settlement will be paid to **you**. Cash settlements will take up to 5 working days to be received.
- 2 We can't guarantee the colour of the replacement, but we'll try and get one the same colour as **your** original **device**. Some **devices** are limited editions which if no stock is available, we will replace with the standard model.
- 3 The replacement **mobile device** may come from refurbished stock.
- 4 A replacement **mobile device** will be automatically covered under **your** policy and we'll update the details automatically.
- 5 If we replace **your mobile device**, the damaged one becomes the property of the **insurer**. If **you** need any data off of it, please arrange this before it's collected from **you**.
- 6 It's **your** responsibility to remove any data or content from the **mobile device** before **you** exchange it, and we suggest **you** refer to the manufacturer if **you're** unsure how to do this.
- 7 Details of claims may be put onto a Register of Claims through which insurers share information to prevent fraudulent claims. A list of participants and the name and address of the operator are available on request.
- 8 Deliveries can only be made to a UK address.

What if your claim is rejected?

If **you're** not happy with the claims decision, we want to hear from **you** as soon as possible. Please follow the complaints process in section F.

D) Price

The cost of the policy will be provided at the time of the sale and will be confirmed on **your** Certificate (where issued). The price will depend on the make, model and type of **mobile device** covered and the cost includes any taxes or additional charges which may apply.

The policy is automatically renewed each month, with the monthly payment being taken by Direct Debit. The monthly payment is separate from any payment **you** make to an airtime network and the policy does not end at the same time as **your** airtime network contract.

E) Cancelling the policy

- 1 **You** can cancel this policy within the first 14 days after receiving the Policy Document, and if we've taken a payment, we'll refund it as long as **you** haven't made a claim. **You're** not tied in for any minimum period so **you** can have the policy for as little or as long as **you** like.
- 2 No refund of payments will be made under any circumstances outside of the initial 14 day period and cancellations will take immediate effect.
- 3 **You** can cancel by calling Customer Services on **0333 222 6730***, by email to **phones4ucare@policyadmin.co.uk**, or by writing to: Customer Services, Policy Administration Services Ltd, PO Box 99, Blyth NE24 9DN.
- 4 Once purchased, as long as we're receiving **your** monthly payment **you'll** be covered, but if the policy isn't for **you** any more, it's up to **you** to cancel. We don't want **you** to be paying for something **you** don't want or need.
- 5 Cancellation or unsuccessful collection of **your** Direct Debit will be considered as a cancellation of **your** policy. We will attempt to collect **your** Direct Debit payment twice before the collection is considered unsuccessful.
- 6 We may cancel this policy with immediate effect by writing to the latest email or postal address we have for **you** in the event of **you** submitting any fraudulent or inaccurate information. Any refund will be at our discretion.
- 7 We may cancel **your** policy if we have been unable to collect **your** payment. We will attempt to collect the payment again within 14 days and will contact **you** using the latest email or postal address we have for **you**, to advise details of the payment issue and advising that the policy will be cancelled if we do not receive the missing payment. If payment is not received within 14 days we will cancel **your** policy with immediate effect and notify **you** that the cancellation has taken place.
- 8 We may cancel **your** policy at any time upon giving **you** 30 days' notice of cancellation in writing.

F) Enquiries/Complaints

We'll always be fair and reasonable when handling **your** policy or claim. Should there ever be an occasion when **you** feel that we have not provided **you** with a satisfactory level of service, we would like **you** to tell us so that we can sort out the problem. We will do everything possible to ensure that **your** query or complaint is dealt with promptly. To contact us call Customer Relations on **0333 222 6730*** or email **relations@policyadmin.co.uk**

Alternatively, **you** can write to us at the following address, quoting **your** policy reference number in all correspondence: Customer Relations Department, Policy Administration Services Ltd, PO Box 99, Blyth NE24 9DN.

We will attempt to resolve **your** complaint immediately. If this is not possible, we promise to acknowledge **your** complaint within 5 working days of receiving it and we will keep **you** regularly updated.

If **you** have a complaint relating to the insurance policy wording or the contract with the **insurer**, please contact the **insurer** at their registered address which is shown on the back of this policy.

If **you** remain dissatisfied, **you** can, within 6 months of our final decision, refer **your** complaint free of charge for an independent assessment to:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: **0800 023 4567 / 0300 123 9123**
Email: **complaint.info@financial-ombudsman.org.uk**
Web: **financial-ombudsman.org.uk**

Once contacted, the ombudsman will contact us on **your** behalf, and once they have assessed **your** complaint, they will inform **you** directly of their decision. Referral to the Financial Ombudsman Service will not prejudice **your** right to take subsequent legal proceedings.

G) Compensation Scheme

London General Insurance Company Limited and Policy Administration Services Limited are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their liabilities. General insurance contracts are covered for 90% of the entire claim without any upper limit. **You** can get more information about the compensation scheme arrangements by contacting the FSCS.

Web: **fscs.org.uk**
Telephone: **0800 678 1100** or **0207 741 4100**

H) Misinformation

When applying for insurance, or submitting a claim **you** or anyone acting on **your** behalf must take reasonable care to answer all questions honestly and to the best of **your** knowledge. Failure to do so may affect the validity of **your** Policy or the payment of **your** claim.

I) Definitions

Breakdown

The actual breaking or burning out of any part of the **mobile device** caused by, or arising from, internal electronic, electrical or mechanical defects, or defective or faulty materials, or workmanship, causing stoppage of normal operation and necessitating immediate repair or replacement before normal operation can be resumed.

IMEI number (International Mobile Equipment Identity Number)

The unique serial or identification number that we will use to identify the **mobile device**.

Insurer

London General Insurance Company Limited (FRN 202689), whose main business is general insurance.

Registered Office: TWENTY Kingston Road, Staines-upon-Thames, Surrey TW18 4LG.
Registered Number 1865673.

Mobile device

Either a **mobile phone** or **tablet** with connected **SIM card**.

Mobile phone/phone

The handset and **SIM card** specifically identified by the **IMEI number** and the SIM card mobile phone number, as detailed on the certificate. The mobile phone must be owned by **you** or be **your** responsibility.

SIM card (Subscriber Identity Module Card)

The card carrying the mobile phone number and SIM card number, the use of which, in conjunction with the **mobile device**, enables services to be charged to **your** or the **mobile device** owner's account.

You/Your

The customer named on the certificate.

J) Status Disclosure

Policy Administration Services Limited (PAS) (FRN 307406) is authorised and regulated by the Financial Conduct Authority for insurance mediation activities. The insurance cover has been arranged by PAS with a single insurer, London General Insurance Company Limited (LGI) (FRN 202689). LGI is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Registration details can be checked on the Financial Services Register.

Web: fca.org.uk/register

K) Privacy Notice - How we handle your personal information

Policy Administration Services Limited, part of the Phones 4u Group of companies, takes your privacy seriously and will only use your personal information to administer your policy and provide the services you have requested from us. This privacy notice explains how we use any personal information we collect about you.

What information do we collect about you?

We collect information when you purchase insurance, when you contact us, make a claim, or when your policy is cancelled. The information we collect will include your personal contact details, details of your mobile phone, and bank account number and sort code for the collection of your premium.

How will we use the information about you?

We collect information to set up and manage your insurance policy. We may share information confidentially with suppliers of products or services such as insurers, repairers, administrators, couriers, and credit reference agencies during the administration of the policy. Information may be put onto a register of claims and shared with other insurers to help prevent fraudulent claims.

We will not disclose information to any company outside the Phones 4u Group except to help prevent fraud, provide the services to administer your policy and fulfil claims, or if required to do so by law. We will not share your information for marketing purposes. You can choose whether or not you provide this information to us, but if you decide not to do so, we will be unable to provide services under this Policy to you.

Your data may be transferred outside the EEA. It will at all times be held securely and we use appropriate safeguards for the transfer of your personal Information, including the use of EU standard contractual clauses.

How long we keep your personal information

Your personal information will be retained as long as necessary for the performance of the contract of insurance and for as long as required or permitted by applicable law or regulation.

Access to your information and correction

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please contact us using the details at the end of this statement. We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

Your rights

You may address a complaint or question about the processing of your personal information to the above-contact details. You may lodge a complaint with your local data protection authority, which in the UK is the Information Commissioner's Office, in the country where you live, work, or where you consider the problem has occurred.

How to contact us

Please contact us if you have any questions about our privacy policy or information we hold about you:

by email:
in writing

relations@policyadmin.co.uk

Policy Administration Services Limited, PO Box 99, Blyth, NE24 9DN



Phones 4u Care covers:

- ✓ Damage
- ✓ Breakdown

Does not include:

- ✗ Loss of handset
- ✗ Theft of handset

Please see inside for full cover details

Policy Administration Services Limited
Registered in England No. 3907386
Registered Office:
Central Square
8th Floor
29 Wellington Street
Leeds
LS1 4DL

London General Insurance Company Limited
Registered in England No: 1865673
Registered Office:
TWENTY Kingston Road
Staines-upon-Thames
Surrey TW18 4LG

Phones 4u Care

*Calls to 03 numbers cost the same as a national rate call to an 01 or 02 number and are included in free call packages and your inclusive mobile phone minutes. If you are unsure of your call charges we recommend contacting your provider before calling us. Calls may be recorded or monitored for Training/Customer Services purposes and/or the prevention or detection of crime. Details correct at time of creation.

