

# Mobile Phone Accidental Damage & Breakdown Insurance Policy Document

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## This policy

This insurance policy is for accidental damage and breakdown. Protectyourbubble.com by Assurant is a trading name of Assurant General Insurance Limited (AGIL). In this document you will find everything you need to know about your insurance. Please read this carefully to make sure this policy is right for you. If you have any questions call 0303 313 00 02. References to 'we/us/our' relates to Assurant General Insurance Limited and any representative appointed to act on our behalf.

### Who is this cover designed for?

We have designed this cover for people who:

- bought a mobile phone from the Amazon UK website.
- do not already have an insurance policy to cover that mobile phone.
- want to cover against the cost of repairing or replacing it should it be accidentally damaged or breaks down.

## **Eligibility**

You are eligible for this cover if:

- · The mobile phone you have bought was new or Amazon Renewed.
- You are a UK resident (excluding Channel Islands and Isle of Man).
- You are aged 18 years old and over.
- · You buy this insurance policy within 30 days of purchasing the mobile phone from Amazon.

#### What you are covered for

This policy covers a single, eligible mobile phone.

Your mobile phone is covered anywhere in the world for:

- Damage
- Breakdown.

#### For mobile phones less than £150

If your mobile phone is damaged or breaks down, we will provide an Amazon Gift Card claim code (or alternative selected by us) to the value of a replacement mobile phone. If such a mobile phone is not available, we will decide the Gift Card claim code value based on the price you originally paid for the mobile phone.

#### For mobile phones £150 or more

If your mobile phone is damaged or breaks down, we will either repair or replace it. The decision to repair or replace will be made by us. Repairs will be done using original equipment manufacturer parts or manufacturer equivalent parts. Any repairs we do will come with a 6-month guarantee. If your mobile phone has a recurring fault for the same reason and requires a 3<sup>rd</sup> repair, we will replace the mobile phone.

## Replacements

If we provide a replacement mobile phone you will have the choice of either:

- a) A replacement mobile phone that is:
  - A mobile phone of the same or comparable brand
  - Has equivalent technical specification (as determined by us).

Our replacement mobile phones are fully refurbished (not brand new). Before we send any mobile phones to settle a claim, we carry out a comprehensive checking process to make sure they are in full working order. All mobile phones will come with a 1-year warranty.; or

b) An Amazon Gift Card claim code (or alternative selected by us) to the value of a replacement mobile phone. If such a mobile phone is not available, we will determine the Gift Card claim code value based on the price which you originally paid for the mobile phone.

Whether you select (a) or (b) your policy will end.

#### For all mobile phones

If you cannot provide the damaged or faulty mobile phone to support your claim, we will class it as being lost and not covered by this policy.

Any mobile phones replaced by us will become our property if we ask for it to be returned to us.

## What you are not covered for

Excess	You need to pay an excess for every successful claim. The amount will depend upon how much you paid for your mobile phone. The amounts are confirmed in your Schedule of Insurance.
Damage or breakdown because of improper use or not taking reasonable care of your mobile phone	We expect that you will take care of your mobile phone, if you do not, then we may decline your claim.  Taking care of your mobile phone means —  • Following manufacturer instructions on using your mobile phone  • Not using your mobile phone in an environment which could materially increase the risk of damage to it. For example, taking a non-waterproof mobile phone with you whilst swimming  • Not intentionally damaging your mobile phone  Improper use of your mobile phone is where the phone is used outside of the manufacturer instructions. Not taking care increases the risk of it being damaged and may result in us declining your claim. The examples are to help you understand what is covered.
Loss or theft	This policy does not cover your mobile phone being lost or stolen.
More than 3 repairs in a 12-month period	If your mobile phone needs repairing, we will only provide up to 3 repairs in any 12-month period. We will cancel this policy if a 3rd repair is completed within any 12-month period. For example, the 1st repair is completed on 1st January and 2nd repair is completed on 1st May, if the 3rd repair is needed before 1st January the following year, then the policy will end immediately.
Cosmetic Damage	We will not repair or replace your mobile phone if it gets a scratch or dent on it and still works as expected. For example a cracked screen is covered, a scratched screen is not.
Accessories	Accessories that didn't come with the mobile phone when it was purchased are not covered.
Contents of your mobile phone	We don't cover the contents of your mobile phone such as photos or contacts. This also means we do not cover any financial losses if any of the information stored on your mobile phone is used to access any existing accounts or open new accounts fraudulently.
Other losses	We don't cover any costs or losses that cannot be resolved by the settling of your claim. This could be any loss of profit, opportunity, goodwill, loss of use of subscription services or similar losses
Unauthorised repairs	If you have your mobile phone repaired before we have assessed the damage or fault, then we may not pay your claim. We need to be able to decide whether a repair or replacement would be the best outcome.  This also includes any repair or modification which has not been authorised by the manufacturer.
Viruses and Software	Breakdown due to malicious software, software faults or updates is not covered.
Manufacturer guarantee	This policy does not cover any costs covered under the manufacturer guarantee. It also doesn't cover any faults which relate to a manufacturer recall of your mobile phone.
Modifications	If your mobile phone has been modified in any way, the modifications won't be covered.  Modifications are anything that changes the way your mobile phone looks or works from the original specifications. This includes things like being unlocked from a network or other software changes, adding gems, precious metals.

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#### How to make a claim

You may need to provide a proof of ownership to show the mobile phone is yours when you claim. A record of your Amazon purchase history can be found on Amazon under "Your Account". If you don't have any proof of ownership, we may decline your claim.

#### Step One:

- Contact us by email at: <a href="mailto:claims@techprotection.co.uk">claims@techprotection.co.uk</a> or;
- Call us on 0303 313 00 02 between 9am and 6pm Monday to Friday
- or write to us at Protectyourbubble.com by Assurant, Vantage Point Business Village, Mitcheldean, GL17 0DD, United Kingdom.

We will require the IMEI number of your mobile phone to complete your claim.

#### Step Two:

We will contact you if we require any further information to assess your claim.

We will arrange for your mobile phone to be examined. Where appropriate a repair technician will visityou. For smaller items we will arrange a courier or provide you with pre-paid packaging to send the mobile phone to our approved repairer. We will advise you at the point you make a claim which process we will follow. Any damage caused through our repair collection or delivery service will be paid for by us.

You need to let us know as soon as possible after finding the damage or breakdown of your mobile phone. If your policy has recently expired a delay in letting us know may mean we can't assess your claim.

## For damage or breakdown occurring outside the UK

If it can wait until you return to the UK, we will be able to manage your claim more effectively. If it can't wait:

- Call us first for authorisation on +44 303 313 00 02. We can then let you know your closest manufacturer approved repairer.
- If there are no manufacturer approved repairers, you will have to wait to return to the UK to carry on with your claim.
- We will agree a maximum repair cost if we can arrange a local repairer. We will pay you when you send us an invoice or receipt from the repairer.

## Price of your insurance

The price of this insurance depends on the type and value of the mobile phone being insured. We will confirm this when you select the insurance applicable to your mobile phone. It is payable in full when you purchase the cover.

#### **Duration of this Policy**

Your policy starts from the date shown on your Schedule of Insurance, which we will email to you and ends on the earliest of;

- the expiry date shown on your Schedule of Insurance; (we allow for a 15-day period of additional cover after the expiry date to allow for the delivery of your mobile phone) or
- · the date you receive a replacement mobile phone or a settlement following a breakdown or accidental damage claim; or
- · the date where we have repaired your mobile phone for the third time in any 12-month period; or
- · the date from which you inform us you want us to cancel your policy; or
- the date we inform you we are cancelling your policy (please see the section 'Cancelling your insurance').

## Cancelling your insurance

You can cancel your policy within 30 days of the later date of:

- (a) the date of purchase of your policy, or
- (b) the date on which you receive your policy documentation.

If you cancel during this period and you have not made a successful claim you will get a full refund of the premium.

After the 30 days cooling-off period you still to have the right to cancel this policy. If you cancel, you will receive a partial refund based on how many full unexpired days of cover are remaining.

If you cancel your policy, any costs associated with settling any claims will be deducted from the refund.

If you want to cancel your policy, visit 'Your Orders' on your Amazon account. Locate the policy order and follow the process as though you were returning it. There is no requirement to return any of the policy documentation. Alternatively, you can either:

- email us at: cancellation@techprotection.co.uk
- call us on 0303 313 00 02
- write to us at Protectyourbubble.com by Assurant, Vantage Point Business Village, Mitcheldean, GL17 0DD, United Kingdom.

If you cancel your mobile phone order before it is dispatched, we will cancel and refund this policy if we can link that order with this policy.

We will email you confirming this has been done. If you do not receive confirmation, please follow the cancellation process above.

If you return the insured mobile phone to Amazon, they will notify us and the policy will be cancelled and refunded.

We may cancel your policy:

- If you have provided false or inaccurate information and fraud is identified.
- In the event of war or foreign hostility in your country of residence. If this happens you will get a refund of premium in accordance with the above.

## Making an enquiry or complaint

If you have a general query, please email us at: enquiries@techprotection.co.uk or call us on 0303 313 00 02.

If you have a complaint regarding this policy, please contact us by either:

- email at: complaints@techprotection.co.uk
- call us on 0303 313 00 02,
- write to us at Protectyourbubble.com by Assurant, Customer Relations, Vantage Point Business Village, Mitcheldean, GL17
   0DD, United Kingdom.

If your complaint is not resolved to your satisfaction, within 6 months of a final decision you can contact the Financial Ombudsman Service. They can be contacted by one of these options:

- Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR, or;
- by telephone: 0800 023 4567 or 0300 123 9123, or;
- <u>www.financial-ombudsman.org.uk</u>.

## Keeping your details up to date

If you need to update your details, contact us by:

- email us at: enquiries@techprotection.co.uk
- call us on 0303 313 0002
- write to us at Protectyourbubble.com by Assurant, Vantage Point Business Village, Mitcheldean, GL17 0DD.

## **Transfer of Policy**

If you sell or give the mobile phone to someone else, then please either;

- email us at: <a href="mailto:enquiries@techprotection.co.uk">enquiries@techprotection.co.uk</a> or;
- call us on 0303 313 00 02, or;
- write to us at Protectyourbubble.com by Assurant, Vantage Point Business Village, Mitcheldean, GL17 0DD.

You will need to provide the receiver of your mobile phone with a copy of the original Amazon online receipt (or details of any replacement provided by us). They will need this to make a claim under this policy. Any transfer of policy will be free of charge. This policy cannot be transferred to anyone under 18 or living outside the UK.

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## Providing accurate information and fraud

To provide fair value for our customers we share data with other insurers, law enforcement agencies, fraud prevention agencies and public bodies. This helps us identify fraud and support prosecution where appropriate evidence exists.

It is important that when applying for insurance or making a claim you or anyone acting on your behalf take care to answer all questions honestly and to the best of your knowledge. Not doing so may affect the validity of your policy or the fulfilment of your claim.

If false or inaccurate information is provided and fraud is identified, then we will:

- · Reject the claim and we may cancel your policy.
- Report you to relevant authorities and take legal action, if necessary, to recover any money already paid to you under this insurance policy.
- Share details of the fraudulent claim with fraud prevention databases. A list of these databases and their contact details are available on request.
- · Pass details to fraud prevention agencies.
- · Pass details to law enforcement agencies.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related accounts or facilities.
- To prevent and detect fraud.
- Managing credit and credit related accounts or facilities.
- Checking details on proposals and claims for all types of insurance.
- Checking details of job applicants and employees.

The information recorded by fraud prevention agencies may be stored in other countries. It may be used by the Insurer and other organisations from these countries. Please contact us at 0303 313 00 02 for details of the relevant fraud prevention agencies.

### **Financial Services Compensation Scheme**

Assurant General Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our liabilities to you. General insurance contracts are covered for 90% of the entire claim with no upper limit. Further information is available from the FSCS by calling 0800 678 1100 and online at <a href="fscs.org.uk">fscs.org.uk</a>.

#### Choice of law

The law of England and Wales applies to this policy and you can bring legal proceedings in respect of the policy in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the policy in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts. This policy is written in English and all communication with you will be in English.

### If we need to change the terms of the policy

If we need to change the terms, we will give you 30 days' notice in writing. We will send this to the email address or postal address we have for you. This will only be for valid reasons such as to respond to changes in the law or decisions of the Financial Ombudsman Service. It may also be to meet regulatory requirements, industry guidance or codes of practice. We may need to change your level of cover to reflect cost increases or reductions associated with providing insurance.

## Need another copy?

This document is also available in:

- large print
- audio
- Braille

Get in touch with us on 0303 313 00 02 if you'd like to request a copy in one of these formats. The same applies if you just need a replacement.

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#### Status disclosure

This policy is underwritten by a single insurer Assurant General Insurance Limited (Financial Services Register No. 202735). Their address is Emerald Buildings, Westmere Drive, Crewe CW1 6UN. Assurant General Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their registration details can be checked on the Financial Services Register by visiting the FCA's website <a href="www.fca.org.uk/register">www.fca.org.uk/register</a>.

You can check this registration on the Financial Services Register at fca.org.uk.

#### **Data Protection**

Assurant General Insurance Limited, referred to as 'we'/'us'/'our' in this data protection statement, who can be contacted by email at: <a href="mailto:enquiries@techprotection.co.uk">enquiries@techprotection.co.uk</a> or by writing to Protectyourbubble.com by Assurant, Vantage PointBusiness Village, Mitcheldean, GL17 0DD, are data controllers of the personal data you provide and are committed to protecting the privacy and security of your personal information. This includes your name as well as your contact details such as physical address, phone number and e-mail address. If you do not provide the personal data required, we may be unable to provide the services contained under the policy.

Your personal details will be used by us for policy and claims administration and for fraud prevention. This may involve sharing your information confidentially with suppliers of products or services (including repairs) engaged by you or by us in the purchase or performance of the policy. We may also share your details with Amazon EU S.à r.l. or its affiliates for the purposes of delivering the benefits under your policy.

We may provide by post, email, text or telephone, administrative information relating to your policy including expiry/renewal details. Your personal data will be transferred outside the UK to the EU and to the US for policy administration. Your personal data will always be held securely and handled with the utmost care in accordance with all principles of UK Data Protection law. Your personal data will be kept for up to seven years after which time it will be destroyed if it is no longer required for the lawful purposes for which it was obtained.

You have several rights in relation to your data. These include the right to be informed, have access, rectification, receive your data in a transferable format, erasure, restriction of processing and object to how your data is processed. To obtain a copy of your personal data held by us, for more information on the rights to your data or to exercise one of your data rights please contact our DataProtection Officer or see our website <a href="mailto:assurant.co.uk/consumer-privacy-policy">assurant.co.uk/consumer-privacy-policy</a> for more details. Our Data Protection Officer can be contacted at <a href="mailto:dataprotectionofficer@assurant.com">dataprotectionofficer@assurant.com</a> or via our Customer Relations Team using the details above.

You have the right to make a complaint at any time to the Information Commissioner's Office, the UK supervisory authority for data protection issues.

#### Important information about your insurance intermediary

Amazon EU S.a.r.I. (AEU), is a private limited liability company (société à responsabilité limitée) registered with the Luxembourg Register of Commerce and Companies under number B101818 whose registered office is 38 Avenue John F. Kennedy, L-1855 Luxembourg and whose UK branch is 1 Principal Place, Worship Street, London, EC2A 2FA. AEU is authorised and regulated by the Financial Conduct Authority to act as an insurance intermediary in the UK. AEU is included in the UK Financial Services register, available at register.fca.org.uk under reference number 746485.

AEU, in its capacity as a broker, is acting on your behalf when facilitating insurance arrangements in the marketplace but only provides information in relation to the insurance arrangements and does not give any personal recommendation or advice on insurance products sold on the marketplace. You do not pay a fee for AEU's brokerage services. AEU receives a commission from the insurer which is a percentage of the insurance premium.

Please inform AEU if you have a complaint regarding their brokerage services by visiting their <u>customer help page</u>. If your complaint is not resolved to your satisfaction, you may within 6 months of their final decision refer the matter to the Financial Ombudsman Service by telephone on 0800 023 4567 or on its website <u>www.financial-ombudsman.org.uk/</u>.

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