# **v** insurance2go



# Mobile Phone & Gadget Insurance Terms and Conditions



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# Introduction

This insurance is arranged by Loyal Insurance Services Ltd FRN 430316 and administered by Citymain Administrators Limited, and continues to be underwritten by Collinson Insurance. There are no other changes to your policy, cover level, claims or policy administration.

Citymain Administrators Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 306535.

This insurance is underwritten by Collinson Insurance (a trading name of Astrenska Insurance Limited). Registered in England number 01708613. Collinson Insurance is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk

The *Policy Administrator* is Citymain Administrators Limited. 3000 Lakeside, North Harbour, Western Road, Portsmouth, Hampshire PO6 3EN. Email: <a href="mailto:info@citymain.com">info@citymain.com</a> Telephone Number: 0333 999 7917

The *Claims Administrator* is Citymain Administrators Limited. 3000 Lakeside, North Harbour, Western Road, Portsmouth, Hampshire PO6 3EN. Email: claims@citymain.com Telephone Number: 0333 999 7917.

You can visit the Financial Conduct Authority website, which includes a register of all regulated firms at www.fca.gov.uk/register or by contacting them on 0800 111 6768 (freephone) or 0300 500 8082.

This policy provides insurance for your electronic device ("gadget") while your policy is in force as stated in the Insurance Schedule, subject to the terms, conditions, and limitations shown below or as amended in writing by us.

# **Level of Cover**

The level of cover *you* have will depend on the type of Plan *you* selected, namely Essential Plus or Premier. The Plan *you* selected and the level of cover it provides will be stated in *your* Insurance Schedule.

Your Insurance Schedule will confirm the cover that applies to your policy.

# Period of Cover

Your policy will be on either an annual basis or a monthly rolling basis as explained below and as confirmed in your Insurance Schedule:

# **Annual Policies**

If you selected an annual period of cover, the insurance starts at the date of purchase or at renewal and continues for a period of twelve months, upon receipt of your premium. The annual premium will be collected by Citymain by Credit/Debit Card.

The insurance will be terminated immediately if Citymain Administrators Limited does not receive your annual premium.

# **Monthly Policies**

MONTHLY ROLLING POLICIES: if you selected monthly rolling periods of cover, the insurance starts at the date of purchase for a period of one month and will continue by periods of one month at a time upon receipt of each monthly premium from you.

The monthly premium will be collected by the Citymain Administrators Limited by Direct Debit. The insurance will be terminated immediately if Citymain Administrators Limited does not receive your monthly or annual premium, as appropriate. Your Insurance Schedule will confirm if your policy is on an annual basis or monthly rolling basis.

# Geographical Area

This insurance covers the gadget(s) bought and used in the UK excluding the Channel Islands and Isle of Man. Cover is extended to include use of the gadget(s) anywhere in the world up to a maximum of 90 days in total, in any single 12-month period, subject to any repairs being carried out in the UK by repairers approved by us.

# **Definitions**

The words and phrases defined below have the same meaning wherever they appear in this policy booklet and are shown in *italics*.

### "accidental loss"

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

### "accessories"

means chargers, carrying cases, headphones and hands-free mounting kits, and USB cables that were supplied with *your gadget* but excluding a SIM Card.

### "authorised user"

means a registered employee who has been given your express authorisation to use the gadget(s).

### "breakdown"

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

### "claims administrator"

means Citymain Administrators Limited. 3000 Lakeside, North Harbour, Western Road, Portsmouth, Hampshire PO6 3EN. Email: <a href="mailto:claims@citymain.com">claims@citymain.com</a> Telephone Number: 0333 999 7917.

### "computer virus"

means a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

### "cosmetic damage"

means any damage which is non-structural, for example scratches, dents and marks, which does not affect the usage of the *gadget*.

### "digital downloads"

means a digital delivery that is distributed in the form of an internet download that may be retained on the *gadget* and played on a permanent basis which has been downloaded and paid for by *you* or *the authorised user* after *your* acquisition of the *gadget*. Digital downloads include but shall not be limited to videos, movies, music, application programmes and other software stored on the *gadget*.

### "electronic data"

means 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.

### "gadget(s)"

means the item(s) insured by this policy, purchased by you as new or purchased by you as refurbished direct from the manufacturer or network service provider in the UK and stated in your Insurance Schedule. Each gadget must be less than 24 months old with valid proof of purchase (not from online auctions) when the cover for it under your policy first begins.

### "immediate family"

means, if you are an individual, your mother, father, son, daughter, spouse, domestic partner who permanently resides with you.

### "policy administrator"

The *Policy Administrator* is Citymain Administrators Limited. 3000 Lakeside, North Harbour, Western Road, Portsmouth, Hampshire PO6 3EN. Email: <a href="mailto:info@citymain.com">info@citymain.com</a> Telephone Number: 0333 999 7917

### "proof of purchase"

means an original receipt and any other documentation required to prove *your gadget* was purchased in the UK and that it is owned by *you* - including the date of purchase, make, model, serial and IMEI number of *your gadget*, where applicable.

### "terrorism"

means any act of any person or organization 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.

### "unattended"

means not within your, the authorised user's or the immediate family member's sight at all times or out of your, the authorised user's or the immediate family member's arms-length reach.

### "we, us, our, insurer"

means Collinson Insurance

### "you, your"

means the person, *immediate family* member, business, firm, company or partnership who owns or was gifted the *gadget(s)* covered by this policy, as stated on the Insurance Schedule.

# What We Will Cover

When you purchased this insurance policy you selected the Plan that was most suitable for you. The level of cover provided under the Plan you selected will be confirmed in your Insurance Schedule.

Specific exclusions may apply to each Section of cover as indicated below as "What we will not cover". Our General Exclusions apply to all Sections of cover.

### **Section A. Accidental Damage**

### WHAT WE WILL COVER

We will pay repair or replacement costs if the *gadget* is damaged as the result of an accident, water or liquid damage. If we are unable to economically repair *your gadget* then, at *our* discretion, a replacement item will be provided by *us*.

This level of cover is included under all Plans.

### WHAT WE WILL NOT COVER

Accidental damage caused by:

- you, the authorised user or an immediate family member deliberately damaging or neglecting the gadget;
- you, the authorised user or an immediate family member not following the manufacturer's instructions;
- routine servicing, inspection, maintenance or cleaning;
- the use of accessories. Repair or other costs for:
- routine servicing, inspection, maintenance or cleaning;
- loss caused by a manufacturer's defect or recall of the gadget;
- replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
- repairs carried out by persons not authorised by us;
- wear and tear or gradual deterioration of performance;
- where the serial number has been tampered with in any way;
- cosmetic damage of any kind.

Any kind of damage whatsoever unless the damaged *qadqet* is provided for repair.

### **Section B. Theft**

### WHAT WE WILL COVER

If the *gadget* is stolen, we will replace it. Where only part or parts of the *gadget* have been stolen, we will only replace that part or parts.

This level of cover is included under all Plans.

### WHAT WE WILL NOT COVER

Theft of your gadget:

- from any motor vehicle where you, the authorised user or an immediate family member or someone acting on your/their behalf is not in the vehicle, unless the gadget has been concealed in a locked boot, locked glove compartment or other locked internal
  - compartment and all the vehicle's windows and doors closed and locked and all security systems have been activated. A copy of the repairer's account for such damage to the vehicle must be supplied with any claim;
- from any building, land or premises unless force, resulting in damage to the building or premises, was used to gain entry or exit. A copy of the repairer's account for such damage must be supplied with any claim;
- where the *gadget* has been left *unattended* when it is away from *your* home or office (or that of the *authorised user* or an *immediate family* member);
- any theft not reported to the appropriate local police authority as soon as possible following discovery of the incident and a crime reference number obtained.

### Section C. Accidental Loss

### WHAT WE WILL COVER

If you, the authorised user or the immediate family member accidentally lose(s) the gadget we will replace it. Where only part or parts of the gadget have been lost, we will only replace that part or parts.

This Section of cover is included under all Plans.

### WHAT WE WILL NOT COVER

Accidental loss of your gadget:

- where the circumstances of the loss cannot be clearly identified, i.e., where you are unable to confirm the time and place of the loss;
- or any loss of a SIM (subscriber identity module) card;
- or any loss of accessories not lost at the same time as your gadget.

### Section D. Breakdown

### WHAT WE WILL COVER

The policy covers electrical or mechanical *breakdown* which occurs outside of the manufacturer's guarantee period. If *we* are unable to economically repair *your gadget* then, at *our* discretion, a replacement item will be provided by *us*.

This level of cover is included under all Plans.

### WHAT WE WILL NOT COVER

Our General Exclusions apply.

### **Section E. Malicious Damage**

### WHAT WE WILL COVER

If the *gadget* is damaged through the intentional or deliberate actions of any party other than *you*, the *authorised user* or an *immediate family* member *we* will repair or replace it. Where only a part or parts of the *gadget* have been damaged, *we* will only repair or replace that part or parts.

This level of cover is included under all Plans.

### WHAT WE WILL NOT COVER

Our General Exclusions apply.

### Section F. Fraudulent Call Use

### WHAT WE WILL COVER

If the *gadget* is a mobile phone, is lost or stolen, and the loss or theft is covered by *your* policy, *we* will refund the cost of unauthorised calls made from it after the time it was lost or stolen up to a maximum of £1,000. Cover will only apply to unauthorised call made within 24 hours of discovery of the loss or theft of the phone. Itemised bills must be provided to support *your* claim.

This level of cover is included under all Plans.

### WHAT WE WILL NOT COVER

Our General Exclusions apply.

### Section G. Digital Downloads

### WHAT WE WILL COVER

In the event of a claim being agreed by *us* under Sections A, B, C, D or E of this policy *we* will pay for either the cost of repair or replacement of *digital downloads* purchased

by you, the authorised user or an immediate family member for use on the gadget up to a maximum of £1,000.

This Section of cover is included under the Premier Plan only.

### WHAT WE WILL NOT COVER

Digital download cover will not apply in respect of:

- Repair or replacement of Bluetooth, wireless modem, LAN or other connectivity devices or any *digital downloads* supplied on *your*, the *authorised user's* or an *immediate family* member's acquisition of the *gadget*.
- Any reduced performance or efficiency of digital downloads.
- *Digital downloads* which have been backed up and retained on any other electronic equipment, disk or device to which you, the authorised user or an immediate family member have access.
- Any costs relating to software which formed part of the original purchase of the *gadget* as evidenced by the relevant *proof of purchase*.
- The loss or costs of rectifying programming errors or design defects in *digital downloads* or incomplete *digital downloads*.
- The loss or costs of *digital downloads* which have been illegally obtained or in respect of which development has not been finalised or which has not passed all testing procedures or which has not been successfully proven.
- Any loss or costs in consequence of failure to comply with manufacturer's recommendations relating to storage of *digital downloads*.
- The value to you, the authorised user or an immediate family member of data stored on the gadget.

### **Section H. Accessories**

### WHAT WE WILL COVER

In the event of a claim being agreed by us under Sections A, B, C or E of this policy we will pay for all accessories damaged, stolen or lost at the same time as the gadget up to a combined retail price of £250 including VAT for each gadget insured. The retail price will be the standard selling price applicable on the original day of purchase.

This level of cover is included under all Plans.

### WHAT WE WILL NOT COVER

Our General Exclusions apply.

# Claim Limits

You can claim more than once in any one year of cover but only up to the maximum amount shown in the Insurance Schedule.

The Claim Limit per Annum for single item policies applies to all applicable Sections of cover under this policy and will be I2G-ID-MTA-MPGI-PW-0923 applied by the *claims administrator* on a rolling 12 months basis for monthly policies and for the 12 month period of annual policies.

The claim limits for each Plan are:

Cover Plan	Claim Limit for each gadget	Claim Limit per Annum*
Essential Plus	£1,500	£3,000
Premier	£2,000	£4,000

The Fraudulent Call Use, Digital Download and Accessories Claim Limits as detailed under Sections F, G and H of this policy are in addition to the Claim Limit for each *gadget*.

# **Policy Excess**

There is a policy excess applicable to *your gadget* in respect of every claim (this is the amount *you* must contribute towards *your gadget* that is subject to a claim). This excess must be paid by *you* before we settle *your* claim.

The excess is the amount you must pay when you make a claim on your policy and as confirmed on your certificate schedule. The Excess is subject to an additional Early Excess within the first 30 days of a policy inception or change to device(s) on cover. The amount will be detailed on your Certificate Schedule.

# **General Exclusions**

This insurance does not cover:

- 1. Any claim for a mobile phone which has not been used for its core purpose since the inception of *your* policy, or since it was added to *your* policy, as verified by *your* airtime provider.
- **2.** Any expense incurred arising from not being able to use the *gadget*, or any costs other than the repair or replacement costs of the *gadget*.
- **3.** Loss where the circumstances of the loss cannot be clearly identified, i.e. where *you* are unable to confirm the time and place of the loss.
- **4.** The amount of any policy excess applied to *your* claim.
- **5.** Any loss of a SIM (subscriber identity module) card.
- **6.** Any repair or replacement if a SIM card registered to *you*, the *authorised user* or an *immediate family* member was not in a mobile phone at the time of the loss, damage or theft.
- 7. Reconnection costs or subscription fees of any kind.
- **8.** The cost of replacing any personalised ring tones or graphics, downloaded material or software unless insured under Section G.
- **9.** Any expense incurred as a result of not being able to use the *gadget*, or any loss other than the repair or replacement costs of the *gadget* or any loss other than the repair or replacement costs of the *gadget*. This exclusion does not apply to cover relating to unauthorised call use under Section F of the Essential Plus and Premier Plans.
- 10. Any loss or damage caused by the failure of any electrical or computer equipment, software, micro-controller, microchip,

<sup>\*</sup>The Claim Limit per Annum only applies to single item policies.

accessories or associated equipment to correctly recognise and process any calendar date or time.

### 11. War Risk

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.

### 12. Terrorism

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

### 13. Radiation

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.

### 14. Sonic Boom

Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.

- 15. UK Value Added Tax (VAT) where you are registered with HM Revenue & Customs for VAT.
- 16. Computer Virus

Any consequence, howsoever caused, of a *computer virus* resulting in *your electronic data* being lost, destroyed, distorted, altered or otherwise corrupted.

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

# Replacement

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

- 1. This policy offers replacement only and is not a replacement as new policy. If the *gadget* cannot be replaced with an identical *gadget* of the same 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 *gadget*.
- 2. In the event of a valid claim resulting in the replacement of the *gadget*, this policy will automatically cover the replacement *gadget*.

# **Conditions and Limitations**

- 1. 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.
- 2. This insurance covers the *gadget(s)* bought and used in the UK. Cover is extended to include use of the *gadget(s)* anywhere in the world up to a maximum of 90 days in total, in any single 12 month period, subject to any repairs being carried out in the UK by repairers approved by *us*.
- 3. The *gadget*, purchased by *you* as new, or purchased by you as refurbished direct from the manufacturer or network service provider in the UK and must be less than 24 months old with valid *proof of purchase* (not from online auctions) when cover for it under the policy first begins. If the *gadget* was gifted to *you* for this insurance to be valid *you* must hold valid *proof of purchase* (not from online auctions) when cover for it begins.
- 4. You must provide us with any receipts, documents or proof of purchase that we or the claims administrator request.

- 5. You cannot transfer the insurance to someone else or to any other gadget without our written permission.
- **6.** Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.
- 7. You must take reasonable care to:
  - supply accurate and complete answers to all the questions we or the policy 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 your policy administrator of any changes to the answers you have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions your (policy administrator/ agent) ask when you take out, make changes to and renew your policy. If any information you provide is not accurate and complete, 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.

If you become aware that information you have given your (policy administrator/agent) is inaccurate or has changed, you must inform them as soon as possible.

**8.** We will process your gadget 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.

# How to Make a Claim

All claims must be notified as soon as it is reasonably possible after the event which causes you to submit a claim.

Following these procedures, and any instructions or advice given to *you* by *your claims administrator* will help *your* claim to run smoothly.

Theft, Accidental Loss and Malicious Damage Claims

You must notify the appropriate local police authority as soon as possible following discovery of the incident and obtain a crime reference and a copy of the police crime report (where applicable).

Should *you* be claiming for the theft or accidental loss of *your* mobile phone *you* must also contact *your* network provider as soon as possible following discovery of the incident to place a call bar on *your* mobile phone.

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

You should contact your claims administrator as soon as reasonably possible following discovery of the incident (or in the event of an incident occurring outside of the United Kingdom as soon as reasonably possible following your return to the United Kingdom):

Online claims: <a href="www.eclaimcity.co.uk/">www.eclaimcity.co.uk/</a>
Phone: 0333 999 7917 (local rate call)

Email: claims@citymain.com

Post: The Claims Team, Citymain Administrators Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN.

You should complete any claim form you may be provided with fully and return it to your claims administrator in accordance with their instructions, together with any supporting documentation including, but not limited to:

- incident or crime reference number or lost property number or police crime report (where applicable);
- proof of purchase, proof of date of purchase or proof of exchange;
- proof of usage; and
- any other documentation we reasonably request that is relevant to your claim.

Where you are making a claim for accidental damage, malicious damage or breakdown, you will be asked to send your gadget to your claims administrator in a padded envelope by registered mail. You will be responsible for the cost of posting your gadget to your claims administrator. There is no cover provided by this policy in respect loss, damage or theft for gadgets

which are not mailed this way.

Your claims administrator will assess your claim, and as long as your claim is valid, will authorise the repair or replacement of your gadget in accordance with the 'Specific Claims Conditions' section of this policy.

Before your claim can be settled, you must pay the excess as shown in your Insurance Schedule.

Where an excess is paid, and you do not send in your gadget at the request of the claims administrator within 90 days, the claim will be closed, and the excess refunded to you, less a £25 administration fee retained by the claims administrator to cover claim costs incurred. If you later decide to reopen the claim the full excess must be paid before the claims administrator will proceed with your claim.

To help improve its service, your claims administrator may record or monitor telephone calls.

# **Specific Claim Conditions**

### **Equipment Repairs**

If your claims administrator determines that your gadget can be repaired following a valid claim:

- 1. You will be asked to send your gadget to your claims administrator or to our authorised repairer. You will be responsible for the cost of postage. To avoid any further damage being caused to your gadget, we recommend that you use a padded envelope and send your gadget by registered mail. There is no cover provided by this policy in respect of loss, damage or theft for gadgets which are not mailed in this way.
- 2. Your claims administrator will arrange for the repair of your gadget and return it to you by courier to your last known address or the address specified on your claim submission.
- **3.** We only use our approved repairers. Our repairers may not necessarily be authorised or approved by your gadget manufacturer and the parts we use for the repair of your gadget may not be genuine parts sourced from the manufacturer of your gadget. This may affect your manufacturer's warranty and their returns or upgrade policies.
- **4.** All repairs that are carried out to *your gadget* will be guaranteed for 3 months.

### Replacement Equipment

If your claims administrator determines that your gadget needs to be replaced following a valid claim:

- 1. Your claims administrator will endeavour to replace your gadget with an identical, fully refurbished (or new where a refurbished item is not available) gadget of the same age and condition as your gadget. However, in the unlikely event this is not possible, your claims administrator will provide you with a fully refurbished (or new where a refurbished item is not available) gadget of a comparable specification or the equivalent value taking into consideration the age and condition of your gadget prior to your claim.
- **2.** Any *gadget* replaced by *your claims administrator* will be guaranteed for 3 months.
- **3.** Accessories which are not compatible with your replacement gadget will be replaced by your claims administrator up to a value of £250.
- **4.** Please note that although *we* will endeavour to replace *your gadget* with the same colour, it may not always be possible and therefore *you* will be provided with an alternative colour in that situation.
- 5. If we replace your gadget the damaged, stolen or accidentally lost original gadget becomes our property. If your accidentally lost or stolen gadget is returned or found, you must notify us and send it to your claims administrator if you are asked to do so.

### **Evidence to Support Your Claim**

You must provide us with any receipts, proof of purchase, proof of exchange and any other documentation that we may reasonably request and that is relevant to your claim.

### Other Insurance

If at the time of a valid claim under this policy there is another insurance policy in force which covers you for the same loss, we may seek a recovery of some or all of our costs from the other insurer. You must give us any help we may reasonably

need to assist *us* with *our* loss recoveries. In the event of a claim *you* may be asked to provide details of any other contract, guarantee, warranty or insurance that may apply to *your gadget*, including but not limited to *your* household insurance.

# Sanctions

We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose us to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where we transact business.

## 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;
- makes a claim for any loss or damage you caused deliberately or with your knowledge; or
- 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.

# Complaints

To make a complaint about the sale of the insurance policy prior to 26<sup>th</sup> July 2023, please contact the Chief Operating Officer, i-Partners Management Limited, 11 Leadenhall Street, London EC3V 1LP. Email: <a href="mailto:enquiries@i-digitalinsurance.com">enquiries@i-digitalinsurance.com</a>

To make a complaint about the sale of the insurance policy after 26<sup>th</sup> July 2023, please contact the Complaints Manager; 3000 Lakeside; North Harbour; Western Road; Portsmouth Hampshire; PO6 3EN; UNITED KINGDOM Tel: 0333 999 7917 Email: info@citymain.com

Claim and policy administration complaints:

Please contact Citymain Administrators Limited. 3000 Lakeside, North Harbour, Western Road, Portsmouth, Hampshire PO6 3EN.Tel: 0333 999 7917 Email: info@citymain.com

If you have any disability that makes communication difficult, please tell us and we will be pleased to help. You should provide details of your policy and in particular your policy reference number shown on your Insurance Schedule to help with the speedy handling of your inquiry.

If it is not possible to reach an agreement, *you* have the right to make an appeal to the Financial Ombudsman Service. This may also apply if you are insured in a business capacity and have both an annual turnover of less than £6.5 million and either a balance sheet of less than £5 million or employ fewer than 50 people. You may contact the Financial Ombudsman Service at:

 $The \ Financial \ Ombudsman \ Service, \ Exchange$ 

Tower, London E14 9SR.

Tel: 0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile. Email:

### complaint.info@financial-ombudsman.org.uk

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.

# Cancellation

If you decide that for any reason, this policy does not meet your insurance needs then please contact the policy administrator 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, the policy administrator will then refund your premium in full.

If you wish to cancel your Policy after 14 days and you pay your premium monthly there will be no refund because you will have only paid for the cover you have already received.

If you wish to cancel your Policy after 14 days and you pay an annual premium in full once a year then, provided no claim has been made, you will receive a proportionate refund of the annual premium you have paid.

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. A cancellation letter or email will be sent to *you* at *your* last known address as provided by *you* at the time of application. Reasons for cancellation may include but are not limited to:

- a) Fraud
- b) Threatening and abusive behaviour
- c) Non-compliance with policy terms and conditions
- d) You have not taken reasonable care to provide accurate and complete answers to the questions your (policy administrator/agent) asked.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover.

Where *our* investigations provide evidence of fraud or misrepresentation, *we* may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when *you* provided *your policy administrator/your* agent with incomplete or inaccurate information. This may result in *your* policy being cancelled from the date *you* originally took it out and we will be entitled to keep the premium.

If your policy is cancelled because of fraud or misrepresentation, this may affect your eligibility for insurance with us, as well as other insurers, in the future.

# Renewal – Annual Policies

You will be contacted up to 30 days before the annual renewal date of your policy. We will tell you about any changes to the premium or the policy terms and conditions.

# Amending the Policy

If you wish to amend your policy to add or replace or remove any gadgets please contact the policy administrator. Email: <a href="mailto:info@citymain.com">info@citymain.com</a> Telephone Number 0333 999 7917.

### **OUR RIGHT TO CHANGE THE COVER OR PRICE**

### **Annual Policies**

If we alter the terms of cover or price of your policy it will only be done at your next annual renewal date.

### Monthly rolling Policies

*You* will receive at least 30 days written notice if *we* decide or need to change *your* policy cover or the price of *your* insurance for any of the following reasons:

• to make minor changes to the policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy easier to understand;

- to reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting us or your policy;
- to reflect changes to taxation applicable to your policy (including but not limited to insurance premium tax);
- to reflect increases or reductions in the cost (or projected cost) of providing *your* cover, including but not limited to cost increases or reductions caused by changes to the number, cost or timing of claims which *we* as part of *our* pricing policy have assumed or projected will be made under this insurance product,
- to cover the cost of any changes to the cover / benefits provided under this insurance including but not limited to the removal of one or more policy exclusion(s);
- to cover the cost of changes to the systems, services or technology in support of this insurance product.

We may make changes immediately and advise you within 30 days of the change having been made if the change is favourable to you. Having made a change to the cover or the price we will not make another change for at least six months.

Your Insurance Schedule will tell you if you have a monthly rolling policy or an annual policy.

# **Compensation Scheme**

Collinson Insurance is covered by the Financial Services Compensation Scheme (FSCS). If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100.

# **Data Protection**

How we use the information about you

As an insurer and data controller, we collect and process information about you so that we can provide you with the products and services you have requested. We also receive personal information from i-Partners Insurance Management Limited and Citymain Administrators Limited on a regular basis while your policy is still live. This will include your name, address, risk details and other information which is necessary for us to:

- meet our contractual obligations to you;
- issue you this insurance policy;
- deal with any claims or requests for assistance that you may have;
- service your policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in *your* policy being cancelled or treated as if it never existed.

In order to administer *your* policy and deal with any claims, *your* information may be shared with trusted third parties. This will include members of The Collinson Group, contractors, investigators and claims management organisations where they provide administration and management support on *our* behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, *we* will have strict contractual terms in place to make sure that *your* information remains safe and secure. *We* will not share *your* information with anyone else unless *you* agree to this, or *we* are required to do this by *our* regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information we have collected from you will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies and databases, and your data protection rights, can be found by visiting <a href="www.cifas.org.uk/fpn">www.cifas.org.uk/fpn</a> and www.insurancefraudbureau.org/privacy-policy

### Processing your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that you have with us;
- is in the public or your vital interest: or
- for our legitimate business interests.

If we are not able to rely on the above, we will ask for your consent to process your data.

How we store and protect your information

All personal information collected by *us* is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process your personal information during the period of insurance and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities. We

also have security measures in place in our offices to protect the information that you have given us.

How you can access your information and correct anything which is wrong *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* by email or in writing as shown. In writing:

**Data Protection Officer** 

Collinson Insurance 5th Floor, 3 More London Riverside, London SE1 2AQ, United Kingdom

By email: data.protection@collinsongroup.com

We may make a reasonable charge for this service, or refuse to give you this information if your request is clearly unjustified or excessive.

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.

If you wish to make a complaint about the use of your personal information, please contact our Data Protection Officer using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <a href="https://ico.org.uk/">https://ico.org.uk/</a>