



Gadget Insurance

Policy Wording



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1. Introduction

About Your Insurance

Welcome to **your** Gadget Insurance Policy Document.

This insurance is designed to protect **you** if **your gadget** is accidentally damaged, lost or stolen. It also provides cover if **your gadget** suffers a mechanical or electrical breakdown outside of the manufacturer's guarantee period.

Please take time to read the "Important Information" section on pages 5 - 7 of this Policy Document. It tells **you** about things **you** need to check and the actions **you** need to take. It also contains details of the initial exclusion period when **you** cannot claim, the **gadgets you** can insure and the amount **you** must contribute when **you** make a claim (the excess), as well as information about the insurer's right to change **your** cover or premium.

This insurance was arranged by Think Insure Limited. Ocean Insurance is a trading style of Think Insure Limited. Direct Group Limited has been appointed to administer the insurance and handle any claims. Direct Group Limited is referred to as the **administrator** in this Policy Document.

**Direct Group Limited,
Quay Point,
Lakeside Boulevard,
Doncaster,
South Yorkshire,
DN4 5PL**

Telephone number: **0330 102 6851**

The insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited. Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the

Financial Conduct Authority and the Prudential Regulation Authority. Lloyd's Syndicate 4444 is referred to as "**we**", "**us**" and "**our**" in this Policy Document.

Some words and phrases in this Policy Document and on **your Policy Schedule** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold**. They are all listed and explained in the "Definitions" section which can be found on pages 17-18 of this Policy Document.

All insurance documents and all communications with **you** about this policy will be in English.

Please contact the **administrator** if **you** need any documents to be made available in braille and/or large print and/or in audio format. Their contact details are shown above.

How to Make a Claim

To make a claim, please log in to **your** online account at:

<https://gadget.oceanfinance.co.uk>

Alternatively, please call the claims helpline on **0330 102 6850**. Lines are open 8.30am to 6.30pm (Monday to Friday) excluding bank holidays and 8.30am to 1.00pm (Saturday).

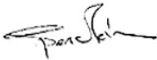
Term

This insurance is a monthly rolling policy. The insurance begins on the policy **start date** and will continue for periods of one month at a time for each consecutive monthly period for which **you** pay **your** monthly premium and **we** accept a premium from **you**. The **start date** and the monthly premium are confirmed on **your Policy Schedule**.

The Insurance Contract

This Policy Document and **your Policy Schedule** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Document carefully along with **your Policy Schedule** so **you** can be sure of the cover provided and to check that it meets **your** needs.

This Policy Document and **your Policy Schedule** are issued to **you** by Direct Group Limited in its capacity as **our** agent under contract reference B6839EW009. In exchange for **your** payment of the premium referenced in **your Policy Schedule**, **you** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.

A handwritten signature in black ink, appearing to read "Stuart Pendleton".

Signed by Stuart Pendleton
Authorised signatory of Direct Group Limited.

2. Important Information

It is important that:

- **You** check **your Policy Schedule** to ensure the details are correct and that the cover is as **you** requested;
- **You** check that **you** are eligible for this insurance (see “Eligibility” below);
- **You** check the information **you** have given **us** is accurate (see “Disclosure of Important Information” below);
- **You** notify **the administrator** as soon as possible of any inaccuracies on **your Policy Schedule**, or if **you** are not eligible for the insurance; and
- **You** comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.

If you need to make an amendment or wish to cancel your policy, this can be done via your online account at:

<https://gadget.oceanfinance.co.uk>

For claims, log in to your online account (or call 0330 102 6850)

For payments/Direct Debits, call 0330 102 6851

For anything else, call Ocean Insurance on: 0161 672 8992

Conditions

There are conditions which apply to the whole of this insurance and full details of these can be found in the “General Conditions” section on page 11 of this Policy Document. There are also conditions which relate specifically to making a claim, and these can be found in the “Making a Claim” section on pages 11 - 12.

In these sections **you** will find conditions that **you** need to meet. If **you** do not meet these conditions, **we** may reject a claim payment or a claim payment could be reduced. In some circumstances, **your** policy may be cancelled.

Initial Exclusion Period

A 14 day exclusion period applies to **your** insurance. This means that **you** are unable to claim:

- within the first 14 days of the policy **start date**; and
- within the first 14 days of adding a **gadget** to **your** policy or replacing an existing **gadget**. If **you** add a **gadget** to **your** policy, the exclusion period only applies to the **gadget** which is added.

Which Gadgets You Can Insure

Any **gadget(s)** that **you** insure under this policy must have been purchased as new or as a refurbished item and be less than 2 years old with a valid **evidence of ownership** when cover begins for that item. The **gadget(s)** cannot have been purchased outside the United Kingdom, the Channel Islands or the Isle of Man or have been purchased second hand, at auction or from an online auction website. All **gadgets** must be in good working order at the time of insuring.

If **your gadget** is a refurbished item, it must have been purchased directly from the manufacturer or network provider (not from an online outlet or high street retail provider).

We will only provide cover for **laptop computers** for a maximum of 3 years. Once **your laptop computer** has been on cover for 3 years we will contact **you** to cancel **your** cover for this item and adjust **your** premium accordingly.

If **your gadget** is a **mobile phone**, it must be fitted with an active, functioning SIM card at the policy **start date**. It is also a requirement that **you** provide **evidence of usage** in the event of a claim. Please see the definition of **evidence of usage** on page 17 of this Policy Document.

Policy Excess

You must pay the first £50 of a claim for any **gadget** other than a **laptop computer**.

You must pay the first £75 of a claim for a **laptop computer**.

Adding, Replacing or Removing a Gadget

If **you** want to add, replace or remove a **gadget** please log in to **your** online account at <https://gadget.oceanfinance.co.uk>

Information You Give Us

Eligibility

When **you** applied for this insurance **we** asked **you** to confirm that **you** were eligible for cover. The eligibility requirements are as follows:

- **you** must be aged 18 or over at the time of purchasing this insurance;
- **your gadget** must not have been lost, stolen or damaged before the **start date** of this insurance;
- **you** or a member of **your immediate family** must own the **gadget** to be insured, which must not have been purchased second hand, at auction or from an online auction website;

- **your gadget** must have been purchased within the United Kingdom, the Isle of Man or the Channel Islands, and must have been manufactured to a UK specification;
 - if **your gadget** is a refurbished item it must have been purchased directly from the manufacturer or network provider (not from an online outlet or high street retail provider)
 - **your gadget** must be under 2 years old at the policy **start date** and in good condition and in full working order; and
 - **you** must be a permanent resident in the United Kingdom, the Channel Islands or the Isle of Man.
- Please contact Ocean Insurance on **0161 672 8992** as soon as possible if **you** are not eligible for this insurance or if **you** have any queries.

Disclosure of Important Information

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us** via Ocean Insurance and the **administrator**. **You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy. If the information provided by **you** is not complete and accurate:

- **we** may cancel **your** policy and refuse to pay any claim; or
- **we** may not pay any claim in full; or
- **we** may revise the premium; or
- the extent of the cover may be affected.

If **you** become aware that any information **you** have given is incomplete or inaccurate, please contact Ocean Insurance on **0161 672 8992** as soon as possible.

Our Right to Change the Cover or Price

You will receive at least 60 days written notice if **we** decide or need to change **your** policy cover or the price of **your** insurance. **We** may do this for any of the following reasons:

- to make minor changes to the Policy Document that do not affect the nature of the cover or the benefits provided, such as changes to make the policy easier to understand;
- to reflect changes in law, regulation (including any decision of a regulatory body), or any code of practice or industry guidance that affects **us** or **your** policy;
- to reflect changes to any taxation applicable to **your** policy (such as a change to the rate of insurance premium tax);
- to reflect any increases or reductions in the cost (or projected cost) of providing **your** cover, such as a change 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 meet the cost of any changes to the cover or benefits provided under this insurance product, such as the removal of one or more policy exclusion(s); or
- to meet the cost of changes to the systems, services or technology used 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**. A favourable change could include, but is not restricted to, a reduction in the rate of Insurance Premium Tax, a general reduction in the price of **your** policy or an improvement to the cover and benefits (such as an increased limit of cover).

Having made a change to the cover or the price, **we** will not make another change for at least six months unless **we** are obliged to do so by law or regulation or any other code of practice or regulatory guidance.

Upon receiving notice of any changes or proposed changes, **you** may cancel cover in accordance with the "Cancellation of the Policy" section on page 13 of this Policy Document.

3. What is covered

Policy Limits

We will pay up to the following amounts in the event of a claim for each **gadget**:

Laptop computer

£2,000 per claim and £2,000 in total for any number of claims arising during any **12 month period**.

Mobile phone

£1,000 per claim and £1,000 in total for any number of claims arising during any **12 month period**.

Any other gadgets

£750 per claim and £750 in total for any number of claims arising during any **12 month period**.

Unauthorised use

£1,000 per claim (in addition to the claim for the gadget itself).

You must pay the first £50 of a claim for any **gadget other than a laptop computer**.

You must pay the first £75 of a claim for a **laptop computer**.

- There is no limit on the number of claims that can be made. However, the maximum **we** will pay in any **12 month period** is detailed above.

Accidental Damage

We will pay the cost of repair if **your gadget** suffers **accidental damage**, including a cracked screen or damage caused by liquid. If **your gadget** cannot be repaired, **we** will provide a replacement **gadget** with a value up to the maximum policy limit. A replacement will be provided in accordance with the 'Replacement Equipment' section on page 12 of this Policy Document.

We will contribute the maximum policy limit towards a replacement if the cost will exceed the maximum policy limit. See the Policy Limits section above for full details.

Where only a part or parts of **your gadget** have been damaged, **we** will only repair or replace that part or parts.

Theft

If **your gadget** is stolen, **we** will replace it in accordance with the 'Replacement Equipment' section on page 12 of this Policy Document.

Where only a part or parts of **your gadget** have been stolen, **we** will only replace that part or parts.

Accidental Loss

If **your gadget** is accidentally lost, **we** will replace it in accordance with the 'Replacement Equipment' section on page 12 of this Policy Document.

Where only a part or parts of **your gadget** have been lost, **we** will only replace that part or parts.

Breakdown

We will pay the cost of repair if **your gadget** is damaged as a direct result of an electrical or mechanical breakdown that occurs outside of the manufacturer's guarantee period.

Unauthorised Use

If **your gadget** is stolen or accidentally lost, **we** will reimburse the cost of any calls, texts, downloads and data use made without **your** permission while the **gadget** is not barred by the network provider, subject to the unauthorised usage taking place within 24 hours of **your** discovery of the theft or **accidental loss**.

We will only provide this cover if **you** make a valid claim for theft or **accidental loss** under this policy.

4. What is not covered

Please read the general exclusions at the end of this section as well as the specific exclusions for each section of cover.

Accidental Damage or Breakdown

We will not pay for any claim:

- which is covered under the warranty or guarantee provided by the manufacturer or retailer;
- caused by **you** deliberately damaging **your gadget**;
- caused by **you** not following the manufacturer's instructions;
- caused by routine servicing, inspection, maintenance or cleaning;
- caused by a manufacturing defect or a **gadget** recall;
- for the replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
- resulting from repairs carried out by a repairer not authorised by **us**;
- if the IMEI or serial number cannot be determined from **your gadget**;
- that arises while **your gadget** is in the possession of anyone other than **you** or a member of **your immediate family**;
- resulting from wear and tear or the gradual deterioration of performance; or
- for the scratching, denting or marking of **your gadget** which affects the appearance of **your gadget** but does not affect its performance or functionality in any way.

Theft or Accidental Loss

We will not pay for any claim:

- if **your gadget** is stolen from a motor vehicle (including a motorcycle) unless all windows and doors were closed and locked (where the vehicle has windows and doors) and all security systems activated;
- if **your gadget** is stolen from an unoccupied premises, unless there is evidence of **violent and forcible entry** to the premises;
- unless the incident is reported to the police within 48 hours of **your** discovery of the incident and **you** obtain a crime reference number or lost property reference from the police. In the case of a lost property reference, **you** can also obtain this from a reporting service which is accredited by the police, such as www.reportmyloss.com, which allows **you** to register a lost item. There may be a small cost involved in doing this which **you** will need to pay. If **your** claim is successful then **we** will reimburse this cost.
- unless the loss or theft of **your mobile phone** is reported to **your** network provider within 24 hours of **your** discovery of the incident; or
- that happens while **your gadget** is in the possession of anyone other than **you** or a member of **your immediate family**.

Unauthorised Use

We will not pay for any claim:

- unless it results from a theft or **accidental loss** claim that is covered by this insurance; or
- for any costs incurred if **your** network provider fails to properly block **your** service.

General Exclusions applicable to all types of cover

We will not provide any cover for:

- Loss, theft, damage or breakdown as a result of not taking care of **your gadget**.

What do we mean by taking care of your gadget?

- **You** must not knowingly leave **your gadget** anywhere it is likely to be lost, stolen or damaged.
- If **you** need to leave **your gadget** somewhere, lock it away out of sight if at all possible. If **you** cannot lock it away then **you** must leave it hidden out of sight in a safe place.
- **You** must make enquiries to find **your gadget** if **you** think **you** have lost it.

Reasons why your claim may not be paid

We will consider the individual circumstances surrounding **your** own claim when deciding whether or not **you** have taken care of **your gadget**, and whether or not **your** claim can be accepted.

We cannot list all reasons why **your** claim may not be paid. However, if **you** knowingly take a risk with **your gadget**, we may not pay **your** claim. We have provided some examples below of where we would consider **you** to have knowingly taken a risk with **your gadget**:

- in a cafe or pub, **you** leave **your gadget** on the table when **you** go to the counter, the bar or the toilet instead of taking it with **you**; or
- **you** leave **your gadget** on a bench in the changing rooms at the gym rather than taking it with **you** or locking it in a locker.

- Any policy excess (as detailed on page 6 and 8 of this Policy Document).
- Any **laptop computers** over 5 years old;
- Any claim if **you** do not meet the eligibility requirements for this policy (as detailed on page 6 of this Policy Document).
- Any claim for a **mobile phone** unless it fitted with an active, functioning SIM card at the policy **start date**. In the event of a claim **you** will be required to produce **evidence of usage** from **your** network provider.
- Any **gadget** if **you** cannot provide **evidence of ownership**.
- Any **mobile phone** claim where **evidence of usage** is not provided.
- Additional equipment or **accessories** which are used with **your gadget**, other than a SIM card which was in the **gadget** at the time of an incident.
- Any claim resulting from the failure of **your gadget** to correctly recognise or process any calendar date or time.
- Value added tax (VAT) if **you** are registered for VAT with HM Revenue and Customs.
- Any costs or expenses which are not directly associated with the incident which caused the claim. For example, the cost of replacing any personalised ringtones or graphics or downloaded material or software.
- Reconnection costs or subscription fees of any kind.
- Any loss other than the cost of repairing or replacing **your gadget** (other than any unauthorised calls/usage). For example, the loss of earnings.
- Any third party liability arising out of **your** use or ownership of **your gadget**, including any illness or injury resulting from it.
- Any loss or damage resulting from 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.

- Any loss or damage resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- Damage resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

5. General Conditions

Locations Where Cover is Provided

Cover applies to **gadgets** used in the United Kingdom, the Channel Islands and the Isle of Man and for up to 90 days abroad during any 12 month period. A replacement or repair can only be dealt with once **you** are back in the United Kingdom, the Channel Islands or the Isle of Man and all repairs must be carried out by a repairer approved by **us**.

Transferring Your Policy

This insurance cannot be transferred to anyone else.

6. Making a Claim

If **you** need to make a claim, please log into **your** online account at <https://gadget.oceanfinance.co.uk> and select 'Making a Claim'. This will provide **you** with step by step instructions on how to submit **your** claim and details of the information required.

Alternatively, **you** can contact the **administrator** on **0330 102 6850**. Lines are open 8.30am to 6.30pm (Monday to Friday) excluding bank holidays and 8.30am to 1.00pm (Saturday). Calls may be recorded for training, compliance, claims and counter fraud purposes.

Things You Must do to Make a Claim

You must comply with the following conditions. If **you** fail to do so, and this affects the ability of the **administrator** to fully assess **your** claim or keep our losses to a minimum, we may not pay **your** claim or any payment could be reduced.

- All claims must be reported to the **administrator** as soon as possible but in any event, within 14 days of **you** becoming aware of an incident. **You** must provide at **your** own expense, any information and assistance which the **administrator** may require in establishing the amount of any payment under **your** insurance.
- **You** must provide **evidence of ownership of your gadget** to support any claim, and any other receipts or documents that **we** may request. If **you** cannot provide **evidence of ownership**, **your** claim will not be valid.
- All thefts must be reported to the police within 48 hours of **your** discovery of the incident. **You** must provide the **administrator** with a crime reference number.

- If **your gadget** is lost, **you** must obtain a lost property reference from the police or a lost property reporting service which is accredited by the police, such as www.reportmyloss.com, and register a lost item. There may be a small cost involved in doing this which **you** will need to pay. If **your** claim is successful then **we** will reimburse this cost.
- **You** must report the loss or theft of **your mobile phone** to **your** network provider within 24 hours of the incident so they can block it and stop anyone else using it.
- If **your gadget** is damaged, **you** must provide the **gadget** for inspection and repair.

Fraudulent Claims or Misleading 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, deliberately exaggerated, or is intended to mislead, or if any deliberately 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 without any premium refund and **we** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or deliberately 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.

Other Insurance

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

You may be asked to provide details of any other contract, guarantee, warranty or **gadget** insurance which may apply to the **gadget**.

* Please note that if **your gadget** suffers a mechanical or electrical breakdown while it is still within the manufacturers' warranty, **you** should follow the warranty returns process as specified by the manufacturer.

Repairs

Repairs will be made using readily available parts, which may be refurbished or unbranded. If **your gadget** cannot be repaired, **we** will provide a replacement **gadget** as per the Replacement Equipment section below.

Replacement Equipment

This is not a new for old insurance. **We** will attempt to replace **your gadget** with a fully refurbished **gadget** of the same make, specification, age and condition, but it may not be the same colour. If a fully refurbished **gadget** is unavailable we will replace **your gadget** with an identical new **gadget**.

In the unlikely event that this is not possible, the **administrator** will provide **you** with a fully refurbished or new **gadget** of a comparable specification or the equivalent value, taking account of the age and condition of **your gadget** immediately before **your** claim. If **we** provide a refurbished **gadget**, it will be provided with a minimum of a 90 day warranty.

7. Cancellation of the Policy

Your Cancellation Rights

You can cancel **your** policy within 30 days of the policy **start date** or, if later, 30 days of the date **you** receive this Policy Document. **We** will refund any premiums **you** have paid as long as **you** have not made a claim and do not intend to make a claim.

You can cancel **your** policy at any time but there will be no refund. This is because **you** will only have paid for the cover **you** have already received.

You can cancel **your** policy via **your** online account at: <https://gadget.oceaninsurance.co.uk> or or by contacting Ocean Insurance on **0161 672 8992**.

The Insurers' Cancellation Rights

We reserve the right to cancel this policy immediately if **you** commit fraud. If **we** cancel **your** policy, **we** will do so in writing to the most recent address **we** have for **you**.

Your policy also will end automatically if **you** do not pay any premium when it becomes due. If this happens, **you** will be contacted requesting payment within 14 days. If **we** do not receive payment within this period, **you** will be written to again notifying **you** that **your** policy will be cancelled from the date of **your** first missed payment.

If there is a change to the risk which means that **we** can no longer provide **you** with insurance cover, or if **you** display threatening or abusive behaviour towards **us** or the **administrator**, **we** will give 60 days' notice, in writing to the most recent address that **we** have for **you**, that **we** will not renew **your** insurance. This means that cover will end on the date that **your** next insurance premium is due following the 60 day notice period.

8. How to make a Complaint

Our aim is to provide **you** with a high quality service at all times, although **we** do appreciate that there may be instances where **you** feel it is necessary to lodge a complaint.

If **you** do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note that should **you** wish to direct **your** complaint directly to Lloyd's in the first instance, **you** may do so by using the contact information referenced in Step 2 below.

Step 1:

In the first instance, please direct **your** complaint to the **administrator**:

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

Tel: **0330 102 6851**

Email: customer.relations@directgroup.co.uk

Step 2:

Should **you** remain dissatisfied with the outcome of **your** complaint, **your** legal rights are not affected and **you** may refer **your** complaint to Lloyd's. Lloyd's contact information is:

**Complaints at Lloyd's,
Fidentia House,
Walter Burke Way,
Chatham Maritime,
Kent,
ME4 4RN**

Tel: **+44 (0)20 7327 5693**

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

Details of Lloyd’s complaints procedure are set out in a leaflet “How We Will Handle Your Complaint”, which is available at the website address above. Alternatively, **you** may ask Lloyd’s for a hard copy.

Step 3:

If **you** remain dissatisfied after Lloyd’s has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. The contact information is:

**Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR**

Tel: **0800 0234 567**
(calls to this number are free on mobile phones and landlines).

Tel: **0300 1239 123**
(calls to this number cost no more than calls to 01 and 02 numbers).

Email:
complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

If **you** live in the Channel Islands, the contact information is:

**Channel Islands Financial Ombudsman,
PO Box 114,
Jersey,
Channel Islands,
JE4 9QG**

Jersey: **+44 (0)1534 748610**
Guernsey: **+44 (0)1481 722218**
International: **+44 1534 748610**
Facsimile: **+44 1534 747629**

Alternatively, if **you** purchased **your** insurance online, please note that **you** can, if **you** wish, also submit **your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU), who have bought goods or services online, get their complaint resolved. **You** can access the ODR Platform by clicking on the following link: <http://ec.europa.eu/consumers/odr/>

This does not affect **your** right to submit **your** complaint following the process above. Please note that under current rules the European Commission will ultimately redirect **your** complaint to the Financial Ombudsman Service (FOS).

9. Legal, Regulatory & Other Information

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we are unable to meet our obligation to you under this contract. Further information can be obtained from:

**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

Data Protection

Any information provided to us by you or regarding you will be processed by us in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims. This may necessitate providing the information to third parties.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Subject to the provisions of the Data Protection Act 1998, you are entitled to receive a copy of the information we hold about you. You may be charged a fee for this. Such requests should be made to:

**The Data Protection Officer,
Canopus Managing Agents Limited,
Gallery 9,
One Lime Street,
London,
EC3M 7HA**

Any information you give us will be used by us and we may also share this information with other group companies.

For more information on the Data Protection Act you may also write to the Office of the Information Commissioner at:

**Wycliffe House,
Water Lane,
Wilmslow,
Cheshire,
SK9 5AF**

Tel No: **0303 123 1113** or **01625 54 57 45**

Email: casework@ico.org.uk

Rights of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

For your information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him to or if the contract confers a benefit upon him. However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see www.legislation.gov.uk or contact the Citizens Advice Bureau.

Law and Jurisdiction

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

The Insurers

This insurance is underwritten by Lloyd's Syndicate 4444, which is managed by Canopius Managing Agents Limited. Registered Office:

**Canopius Managing Agents Limited,
Gallery 9,
One Lime Street,
London,
EC3M 7HA**

Registered in England no. 01514453.

Regulatory Details

Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847.

The **administrator**, Direct Group Limited, is authorised and regulated by the Financial Conduct Authority. Firm Reference: 307332.

Think Insure Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference: 310071.

10. Definitions

Whenever the following words or expressions appear in **bold** in this Policy Document, they have the meaning given below.

12 month period

The 12 month period beginning from the policy **start date** and each subsequent 12 month period following each anniversary of the policy **start date**.

Accessories

Items which are used with **your gadget**, including, but not limited to, headphones, battery chargers, carry cases and hands-free kits.

Accidental damage

The unintentional and unforeseen breakage or destruction of **your gadget** which results in the **gadget** being unusable. This includes liquid damage and cracked screens.

Accidental loss

If **your gadget** has been accidentally left in a location by **you** and **you** are permanently deprived of its use.

Administrator

**Direct Group Limited,
Quay Point,
Lakeside Boulevard,
Doncaster,
South Yorkshire,
DN4 5PL**

Evidence of ownership

An original purchase receipt, invoice or gift receipt which includes the details of **your gadget**, or a similar document which provides proof that **you** own the **gadget**. The **gadget** cannot have been purchased second hand, at auction or from an online auction website.

Evidence of usage

Evidence from **your** network provider to show that **your mobile phone** has been in use since the policy **start date** and continued to be used up to the event giving rise to a claim.

Gadget

The item(s) insured by **your** insurance policy which are specified on **your Policy Schedule**. The **gadget** must have been purchased by **you** and be under 2 years old at the time of purchasing insurance for that item, as confirmed by the **evidence of ownership**. **We** will only cover the following items: E-Readers, digital cameras, games consoles, **laptop computers**, MP3/MP4 players, **mobile phones**, smart watches, satellite navigation devices, tablets and video cameras.

Immediate family

Your mother or father, spouse, civil partner or domestic partner or son or daughter who permanently lives with **you**.

Laptop computer

A laptop, netbook or similar portable computer.

Mobile phone

A portable telephone device, including a smart phone.

Period of insurance

The period for which this insurance is valid as stated in **your Policy Schedule**.

Policy Schedule

The document which names **you** as the policyholder and sets out what this policy covers **you** for. It will confirm the **period of insurance**, the Policy Limits and the number of **gadgets** insured. **Your Policy Schedule** will be replaced whenever **you** make any changes to the policy.

Start date

The date the insurance cover commences for each **gadget** as shown on **your Policy Schedule**.

Violent and forcible entry

The unlawful entry to a property which is gained by violent means. For example, by forcing open a door or breaking a window to gain access.

We, us, our

Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited.

You, your

The individual specified on the **Policy Schedule** who owns the insured items, has applied for this insurance and has paid the appropriate premium.



Ocean Insurance, Think Park, Mosley Road, Trafford Park, Manchester, M17 1FQ.

Insurance is subject to eligibility and exclusions. Policy conditions apply. Gadget insurance is arranged by Ocean Insurance from a single insurer.

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