

mobile phone insurance terms and conditions

Your Cover

This insurance is arranged by Pier Insurance Managed Services Ltd and is authorised and regulated by the Financial Conduct Authority under Firm Register Number 311798.

This policy is underwritten by Collinson Insurance (a trading name of Astrenska Insurance Limited). Astrenska Insurance Limited 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. Registered office: Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU United Kingdom. Registered in England number 01708613 These details can be checked on the Financial Services Register by visiting: www.fca.org.uk

your device insurance cover

In return for the payment of **your** premium **we** will provide cover to repair or replace **your** device during the period of cover and for the cover(s) specified in **your** Schedule of Insurance and subject to the terms, conditions and exclusions shown below or as amended in writing by **us**.

Payment of premium will be based on a monthly recurring basis and this will be specified in **your** Schedule of Insurance.

statement of demands and needs

This product meets the demands and needs of those who wish to insure their **device** against **accidental damage, mechanical breakdown** and **liquid damage** only. **We** have not provided **you** with advice on this insurance cover.

definitions

Throughout **your** policy wherever words and phrases appear in bold they are defined as below.

accidental damage shall mean any sudden and unforeseen event resulting solely and independently of any other cause in damage to or destruction of **your device** which is neither deliberately caused by **you**, nor caused by the failure or breakdown of **your device**

cosmetic damage shall mean non-structural damage that does not affect the functionality or operation of the **device** including but not limited to scratches dents and marks caused by normal wear and tear and/or general usage

excess means the amount **you** pay towards each claim

device means the item(s) insured by **us** and purchased and owned by **you** which were in full working order when **you** purchased this insurance as detailed in **your** schedule of insurance

device age means the age of **your device** at the time of policy inception, or added to an existing policy. To be eligible for insurance the **device** must be less than 30 days old from the date **you** first purchased it. Please be aware that **your** claim will be invalidated if the age of the **device** exceeds the age limit, as detailed in the Conditions and limitations of **your** policy at the time of policy inception

IMEI number shall mean the 15 or 17 digit unique (serial) number used to identify **your device**

liquid damage means unintentional damage caused to **your device** as a result of coming into contact with a liquid

loss means that **you** are unable to account for **your device** whereabouts and are permanently deprived of its use after

mechanical breakdown shall mean **your device** being inoperable due to a sudden and unforeseen fault as a result of the failure of internal electronic or mechanical components or defects when out of the manufacturer's warranty period

proof of usage shall mean evidence that the **device** has been in use since inception of the policy and of which can be obtained from **your** network provider

reasonable precautions shall mean all measures that would be deemed appropriate to expect a person to take in the circumstances to prevent **accidental damage** of **your device**.

territorial limits shall mean **your device** is covered within the United Kingdom, Northern Ireland, Isle of Man, The Channel Islands or the Republic of Ireland and unlimited cover during any one calendar year elsewhere in the world

theft means the unauthorised dishonest appropriation or attempted appropriation **of your device** specified on **your** insurance schedule, by another person with the intention of permanently depriving **you** of it

we, us, our shall mean Collinson Insurance

you, your shall mean the private individual or company detailed on the policy schedule who owns the device on cover

the levels of cover for your policy

The policy covers your device as purchased by **you** and identified in **your** schedule of insurance for **accidental damage, mechanical breakdown** and **liquid damage** only.

what is covered by the policy?

The policy covers **your device** as purchased by **you** and identified in **your** schedule of insurance for **accidental damage, mechanical breakdown and liquid damage** only.

accidental damage

If **your device** is accidentally damaged **we** will repair it or replace it if unrepairable, subject to **your** policy terms and conditions

worldwide cover.

your device is covered during any one calendar year anywhere in the world whilst **your** policy is valid. **You** will find details of the cover purchased in **your** schedule of insurance.

liquid damage

If **your device** is accidentally damaged when coming into contact with any liquid **we** will repair it or replace it if unrepairable, subject to **your** policy terms and conditions. **You** will find details of the cover purchased in **your** schedule of insurance.

mechanical breakdown

If **your device** becomes inoperable due to sudden and unforeseen fault as a result of the failure of internal or mechanical components or defects when outside of the manufacturer's warranty period supplied at point of **device** purchase.

excess (what you pay)

You will be responsible for the applicable policy **excess** for each claim based on the RRP of the device at point of purchase, see below:

Device RRP From	Device RRP To	Accidental Damage
£0	£250	£25
£251	£500	£25
£501	£750	£60
£751	£1,000	£60
£1,001	£1,250	£80

what is not covered

applying to all sections of the policy, **we** will not pay for;

- Any circumstances that include **theft** or **loss of your device**
- any large scale manufacturer defect
- any claim where the Insured event occurs outside of the period of insurance
- any new claim for the **device** if there is already an ongoing claim which has not been finalised due to any outstanding referrals and/or is awaiting validation proof that has not yet been supplied
- the policy **excess**
- any claim where all **reasonable precautions** have not been taken
- any claim notified where pre-existing damage is evident and occurred prior to the inception of **your** policy
- any claim where the circumstances cannot be clearly identified i.e. where **you** are unable to confirm the date and time of the occurrence
- any claim where proof of usage cannot be provided or evidenced and must show the **IMEI** of the **device** on cover
- the cost of replacing any stored data or information including but not limited to tunes, songs, personalised ring tones, pictures, films, graphics, downloaded material or software whether arising as a result of a claim paid by this Insurance or otherwise
- repairs carried out by third party repair centres not authorised or agreed for use by **us**
- correction of **devices** where inadequate repairs have been carried out by third party repair centres
- **cosmetic damage** that does not affect the functionality or operation of **your device**
- any amount recoverable under any guarantee warranty or other insurance
- Gradual deterioration, mechanical or electrical breakdown of the **device** or an internal cause affecting the smooth running or functionality of the **device** damage or loss of functionality caused by software viruses
- Loss of use or any other related or connected loss the Insured may incur as a result of **accidental damage** to the **device**
- **accidental Damage** to the **device** caused by the Insured deliberately neglecting it

- any claim for **mechanical breakdown** of a device outside of the manufacturer's warranty period
- destruction or damage contributed to or arising from riots, strikes, civil commotion or any act of terrorism
- Any process of heating, drying, cleaning, dyeing, alterations or repair to which the device is subjected to, and any damage caused by solar irradiation
- **We** will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

claims procedure

In the event of a claim, **you** must:

1. advise **us** by telephone as soon as possible on the claims hotline number 0844 815 1010 or via email, support@pierinsurance.com
2. provide at **your** own expense a fully completed claim form and all details and evidence as may be reasonably required within 30 days of receipt from the incident date. **We** will not proceed with **your** claim until all required information has been supplied but once **we** have all the required claim form and supporting documentation **we** will confirm **our** decision on **your** claim and guide **you** through **our** repair or replacement process. **You** may be asked to send **your** device to **us**. **You** will be responsible for the cost of posting **your** device to **us**.
3. in the event of a claim **you** must be able to provide proof of usage from **your** network provider that confirms **your** device has been in use since policy inception and up to the event giving rise to **your** claim

We will process **your** claim under the terms and conditions of the policy based on the first reason notified to **us**. If **your** claim is not covered and **you** change the reason **we** consider this fraud and as such will be notified to the appropriate agency.

duration of insurance

you have purchased a monthly policy which will last for a period of one month and then continue for further monthly periods provided **you** continue to pay **your** monthly premiums when due.

automatic renewal of your policy

We will automatically renew **your** policy each month unless **you** advise **us** otherwise.

We may need to change the price of **your** insurance to reflect;

- changes in the provision of the cost of the service
- adverse conditions beyond **our** control which impact the number and frequency of claims
- changes in Law or Regulation increasing the cost of compliance or ability to deliver the service
- increases in inflation

We will provide **you** with at least 30 days written notice of the change which will be sent to **your** email address provided by **you** at the time of purchase of the policy, or to **your** last known address where there is an unsuccessful email submission.

Should **you** be unhappy with any proposed change being made to **your** policy, **you** will have the right to cancel **your** cover in accordance with this policy wording.

How to opt-out of automatic renewals

If **you** do not want this policy to automatically renew, write in to **us** after **you** have purchased the policy at the address shown **your** device(s) insurance certificate. **Your** instruction can also be provided by email to **us** via support@pierinsurance.com

conditions and limitations

1. this cover provides unlimited repairs for each **device** on cover
2. details of any replacement of the **device** (IMEI/serial number) must be advised to **us** with proof of purchase in writing or by e-mail to **us** (enquiries@pierinsurance.com)
3. cover under this policy is subject to the payment of the premium by direct debit and premiums being up to date other than during the cooling off period
4. **you** must be at least 18 years of age at the time of policy inception and a UK resident
5. any claim which would be covered under any other **device** insurance policy

6. if **we** replace **your device** the damaged item becomes **ours**
7. all other costs are specifically excluded that are directly or indirectly caused by the event which led to **your** claim unless specifically stated in this policy

cooling off period

You may cancel this policy within 14 days of receiving it by contacting **us** at the address shown in this policy. Provided no claim has been made a full refund of premium paid by **you** will be given

cancellation of your policy

If **you** decide that for any reason, this Policy does not meet **your** insurance needs then please contact **us** 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, **we** will then refund **your** premium in full.

If **you** wish to cancel **your** Policy after 14 days, **you** will be entitled to a pro-rata return of premium. **You** may cancel the insurance cover at any time by giving not less than 14 days notice to **us** in writing to cancellations@pierinsurance.com or by contacting **us** on 0844 815 1010 no refund of premium will be payable.

We 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 where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- Where **we** reasonably suspect fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions
- **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask

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, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

fraud policy

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

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.

Pier Insurance Managed Services Ltd also reserve the right to provide **your** details to fraud prevention agencies as well as Law enforcement agencies as appropriate. In the interest of **our** customers **we** are a member of the Telecommunications UK Fraud Forum and validate all claims against Police, Mobile Operators and other UK monitoring systems through various claims validation platforms which are then further validated by recyclers operating under the Mobile Phone Recyclers Charter.

replacement

This policy is not a replacement as new policy and refurbished items may be used. If **your device** cannot be repaired it will be replaced with an identical device of the same age and condition or the equivalent cash value taking into account the age and

condition of the original device. Where quotations for repair are obtained directly from a manufacturer, and **your** claim has been accepted, **we** will provide a cash settlement, less any applicable excess, in settlement.

Please note that it may not always be possible to replace **your device** with the same colour although **we** will try wherever possible.

The Consumer Insurance (Representation and Disclosure) Act

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. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. If any information **you** provide is not complete and accurate, 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.

compensation scheme

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

complaints procedure

It is **our** intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should in the first instance contact the Scheme Administrator.

The contact details are:

Pier Insurance
Evolution House
New Garrison Road
Shoeburyness
Essex
SS3 9BF
Tel: 0844 815 1010

email enquiries@pierinsurance.com

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

If **you** are still dissatisfied after receiving a final response letter or **you** have not received a final response within eight weeks, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than £2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.
Tel: 0300 123 9123
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.

law applicable to the contract

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.

Collinson Insurance Privacy Notice

How We Use The Information About You

As a 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 **your** agent 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, third party administrators, 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 www.cifas.org.uk/fpn 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 **we** have with **you**;

- 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 Or 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 letter as shown below:

Email address: data.protection@collinsongroup.com

Postal Address: Sussex House, Perrymount Road, Haywards Heath, Sussex RH16 1DN

This will normally be provided free of charge, but in some circumstances, **we** may either 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** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>

Pier Insurance Privacy Notice

This Privacy Statement covers the information practices of Pier Insurance Managed Services Limited **who** are Authorised and Regulated by the Financial Conduct Authority FRN 311798. a data controller and whose registered office is at;

1-5 Nelson Street,
Southend On Sea,
Essex,
SS1 1EG

We take the protection of **your** privacy and the confidentiality of **your** personal information seriously and this policy sets out how **we** meet **our** obligations regarding data protection and the rights of **our** customers and prospective customers ('data subjects') in respect of their personal data under the Data Protection Act 1998 ('the DPA'), and the forthcoming General Data

Protection Regulation ('the Regulation').

The Regulation defines "personal data" as any information relating to an identified or identifiable natural person (a data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or by one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person. Pier Insurance Managed Services Limited is committed not only to the letter of the law, but also to the spirit of the law and places high importance on the correct, lawful, and fair handling of all personal data, respecting the legal rights, privacy, and trust of all individuals with whom it deals.

The Data Protection Principles

We comply with the Regulation which sets out the following principles with which any party handling personal data must comply. All personal data must be:

- processed lawfully, fairly, and in a transparent manner in relation to the data subject;
- collected for specified, explicit, and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific, regulatory or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific, regulatory or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the Regulation in order to safeguard the rights and freedoms of the data subject;
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

How to contact **us** about **your** information

Pier Insurance
Evolution House
New Garrison Road
Shoeburyness
Essex
SS3 9BF
Tel 0844 815 1010
email enquiries@pierinsurance.com