

FIRE & RESCUE SERVICE GADGET INSURANCE

IMPORTANT INFORMATION

This is a contract of insurance between **you** and the **insurer** and is subject to the terms, conditions, claims procedure, cover limit and exclusions contained in this Policy, in respect of an insured event which occurs during the **period of insurance**, for which **you** have paid the premium.

We have not provided **you** with a personal recommendation as to whether this product is suitable for **your** needs so **you** must decide yourself whether it is or not. **You** have made a decision based on the information made available to **you**.

This policy meets the demands and needs of those who wish to insure their **gadgets** against theft, **accidental damage**, breakdown and for mobiles phones; **accidental loss**.

Your gadget must be in good condition and full working order prior to taking out this policy. If there is evidence that the damage, theft or loss occurred prior to the policy start date **your** claim will be refused and no premium refund will be due.

INSURER

The insurance is underwritten by Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar. Bspoke Underwriting Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check our details on the Financial Services Register <https://register.fca.org.uk/>. Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>. As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>.

ADMINISTRATOR

The **administrator** is Citymain Administrators Limited a company registered in England and Wales with company number 3979666 with a registered address of 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN.

CLAIMS HANDLER

All claims under this policy are administered by Citymain Administrators Limited who is **your** scheme administrator and is authorised and regulated by the Financial Conduct Authority under registration number (FRN 306535).

REGISTRATIONS – FURTHER DETAILS

Details of the registrations for the **insurer**, the **administrator** and the Claims Handler can be found on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768 or the Prudential Regulation Authority on 020 7601 4878.

INTRODUCTION

This policy provides insurance for **your gadgets** while **your** policy is in force as stated in the insurance schedule and subject to the terms, conditions, and limitations shown below or as amended in writing by **us**. **Your** spouse or **domestic partner's gadgets** are covered under this policy if the appropriate additional premium is paid.

This contract of insurance is provided to **you** as part of **your** Fire & Rescue Group Insurance. If **you** cancel **your** group insurance subscription, then all cover under this policy will end immediately.

This policy covers **your gadgets** when in the possession of **you** or **your immediate family**.

If the **partner premium** is also paid then the policy will cover **their gadgets** when in the possession of **them** or **their immediate family**.

Cover under this insurance is subject to the terms, conditions, and limitations shown below or as amended in writing by **us**.

Your policy is a rolling monthly policy.

The single article limit for this insurance is £1500 for mobile phones and £1000 for all other **gadgets**.

DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in bold in this certificate.

Accidental Damage - sudden and unforeseen damage not otherwise specifically excluded under this policy, including damage caused by fire and/or liquid damage, caused to **your gadget** which was not deliberately caused by **you** or any other person.

Accidental loss means that the **gadget** has been accidentally lost by **you** and **you** are now permanently deprived of its use.

Administrator – Citymain Administrators Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN.

Domestic Partner – Defined as someone **you** are living with in a long-term permanent relationship as if **you** are married to them.

Evidence of ownership – A document to evidence that the **gadget you** are claiming for belongs to **you**. This can be a copy of the till receipt, delivery note or gift receipt. or, if the **gadget** is a mobile phone, confirmation from **your** Network Provider that the mobile phone has been used by **you**.

Gadget(s) – the portable electronic item(s) insured by this certificate. **We** can only cover items which meet the following criteria:

- Eligible items for cover are: mobile phones, iPads, tablets, cameras, laptops, portable gaming consoles, iPods, MP3 players, e-readers, Kindles, smart watches, sat nav's or portable media players. No other items will be covered under this policy.
- of UK specification and purchased in the UK from a physical store, or, if purchased online, from a website which is UK based and which despatched the item from within the UK. Items despatched from outside the UK will not be covered under this policy.
- purchased new, or refurbished items, purchased directly from the manufacturer or Network Provider only. Refurbished items purchased elsewhere or second-hand items will not be covered. Gadgets must have a minimum 12 month warranty.
- less than 96 months old, in good condition and in full working order at the time of policy inception
- purchased by **you** or gifted to **you**, with **evidence of ownership** available.

Immediate Family – defined as Mother, Father, Son, Daughter, Sister or Brother.

Cover can be extended to include **your** Spouse and **Domestic Partner** and their **immediate family** providing the appropriate additional premium has been paid. Cover only extends to **immediate family** if they reside at the same address as **you** and this can be evidenced.

Partner Premium – is the optional premium that can be paid by a partner of a member.

Period of cover – 1 (one) calendar month from the inception date, renewing monthly on the same day each month provided the monthly premium is paid.

Precautions – all measures that it would be reasonable to expect a person to take in the circumstances to prevent **accidental loss**, **accidental damage** or theft of **your gadgets**.

Proof of usage – means evidence that the **gadget** has been in use since policy inception. Where the **gadget** is a mobile phone, this information can be obtained from **your** Network Provider. For other **gadgets**, in the event of an accidental damage claim this can be verified when the **gadget** is sent to **our** repairers for inspection.

Terrorism means any act, including but not limited to the use of force or violence of the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purposes, including the intention to influence any government to put the public or any section of the public in fear.

Unattended – not within **your** sight at all times and out of **your** arms-length reach.

We, us, our, insurer – Bspoke Underwriting Limited on behalf of Watford Insurance Company Europe Limited.

You, your – the person, who owns the **gadgets** as stated on the application form overleaf.

WHAT WE WILL COVER

A. Accidental Damage

We will arrange a repair if **your gadget** is damaged as the result of an accident.

B. Theft

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

C. Accidental Loss

If **you** lose **your** mobile phone **we** will replace it. **Accidental Loss** cover is only available on mobile phones and no other **gadget**.

D. Breakdown

If your **gadget** suffers electrical breakdown which occurs outside of the manufacturers guarantee period, **we** will repair it. If **your gadget** cannot be economically repaired, it will be replaced (Please see Claim settlement below for details as to how **we** will settle your claim). This cover is not available on laptops.

E. Unauthorised Call Use

If **your** mobile phone is lost or stolen and is used fraudulently, **we** will reimburse **you** for the costs up to £2500 upon receipt of **your** itemised bill

WHAT WE WILL NOT COVER

Your gadget is not covered for:

1. Theft:

- from any motor vehicle where **you** or someone acting on **your** 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, or other evidence of damage must be supplied with any claim.
- from any motor vehicle where there are no clear signs of forced entry.
- from any building 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, or other evidence of damage must be supplied with any claim
- when away from **your** home, or when in **your** home with invited guests / tradesmen or other people; unless the **gadget** is concealed on or about **your** person when not in use, or it is stored in a locked room or secured receptacle (such as a locked safe, locked locker or closed desk drawer
- where the **gadget** has been left **unattended** when it is away from **your** home;
- where all available **precautions** have not been taken;

2. Loss or damage caused by:

- you** deliberately damaging or neglecting the **gadget**;
- you** not following the manufacturer's instructions;
- routine servicing, inspection, maintenance or cleaning;
- the use of non-original accessories.

3. Repair or other costs for:

- routine servicing, inspection, maintenance or cleaning;
- loss caused by a manufacturer's defect or recall of the **gadget**;
- wear and tear, including but not limited to: replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials, or gradual deterioration of performance
- repairs carried out that have not been pre-approved by **us**;
- cosmetic damage of any kind including scratches, dents and other visible defects that do not affect safety or performance.

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

5. Any loss of a SIM (subscriber identity module) card.

6. 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** unless relating to unauthorised call use for **your** mobile phone up to the maximum value of £2500.

7. An **excess fee** for any claim;

If **your** claim is for a **gadget** up to the value of, and including £499.99 (when new), the **excess fee** is £50 for any claim.

If **your** claim is for a **gadget with a** value of between £500 and £999 (when new), the **excess fee** is £75 for any claim and

If **your** claim is for a **gadget with a** value of £1,000 and above (when new), the **excess fee** is £100 for any claim

8. Loss of or damage to accessories of any kind.

9. Any claim for a **gadget** where **proof of usage** cannot be provided or evidenced

10. **Accidental 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.

11. Reconnection costs or subscription fees of any kind.

12. The cost of any unauthorised calls if the loss or theft of **your** mobile phone has not been reported lost or stolen to the service provider within 24 hours of discovery.

Please note: if you are insuring an item without SIM card capability, all exclusions relating to SIM cards are not applicable.

13. War Risk

Terrorism, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.

14. Nuclear Risk

Damage or destruction caused by, contributed to or arising from:

- a.** ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b.** the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

15. Sonic Boom

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

16. Loss of Data or Software

Any loss of or damage to information or data or software contained in or stored on the **gadget** whether arising as a result of a claim paid by this insurance or otherwise.

17. Any indirect loss or damage resulting from the event which caused the claim under this policy;

18. Liability of whatsoever nature arising from ownership or use of the **gadget**, including any illness or injury resulting from it.

19. Notwithstanding any other provision herein, this insurance does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

(a) Infectious or contagious disease;

(b) any fear or threat of (a) above; or

(c) any action taken to minimise or prevent the impact of (a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

CLAIM SETTLEMENT

1. The intention of this policy is to put **you** back in the same position as immediately prior to the loss or damage. It 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**. **We** cannot guarantee that a replacement **gadget** will be the same colour as the original item. Where an equivalent refurbished item is not available, **we** will offer vouchers or a cash settlement based on the market value of the original **gadget** taking into account its age and condition.

2. Repairs will be carried out using readily available parts. Where possible **we** will use original parts but in some cases, unbranded parts may be used. In the event that any repairs authorised by **us** under this policy invalidate **your** manufacturer's warranty, **we** will repair or replace **your gadget** for the remaining period of **your** manufacturer's warranty.

3. If **your gadget** was water resistant when new, the repaired or replaced **gadget** will also be water resistant but **we** cannot guarantee the replacement will be waterproof.

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 **we** have agreed differently with **you**, English law and the decisions of English courts will govern this insurance.

2. This insurance only covers **gadgets** bought and used in the UK. Cover is extended to include use of the **gadgets** 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 **gadgets** must be less than 96 months old, purchased as new, or if refurbished, purchased directly from the manufacturer, and with valid **evidence of ownership** at inception of this policy. All **evidence of ownership** must include the make, model and serial number of the **gadget** and must be in **your** name.

4. **You** must provide **us** with any receipts, documents or **evidence of ownership**, that it is reasonable for **us** to request.

5. This insurance may only be altered, varied or its conditions altered or premium changed by **us**, giving **you** 30 days notice in writing.

We may cancel the policy by giving **you** 30 days notice in writing. In the event of any claim **you** are responsible for the payment of any outstanding premium.

6. **You** cannot transfer the insurance to someone else or to any other **gadgets** without **our** written permission.

7. **You** must take all available **precautions** to prevent any loss or damage.

8. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

CANCELLATION

Your right to change **your** mind.

This contract of insurance is provided to **you** as part of **your** Fire & Rescue Service Group Insurance. If **you** no longer wish to subscribe to the Group Insurance scheme please contact the Fire & Rescue Service.

CLAIMS PROCEDURE

1. **You** must:

- notify Citymain Administrators Limited as soon as possible of any incident likely to give rise to a claim under this insurance either via:

Online claims: federations.eclaimcity.co.uk

Phone: 0333 188 2257 (local rate call)

Email: claims@citymain.com

Please quote the following **verification code**: FR25

You will also be asked to provide your collar/ employee number.

- report the theft or loss of any mobile phone, within 24 hours of discovery to **your** Airtime Provider and blacklist **your** handset;
- report the theft or loss of any **gadgets** to the Police within 48 hours of discovery and obtain a crime reference number;
- provide **us** with details of the claim and any other contract, guarantee, warranty or insurance that may apply to the loss including but not limited to household insurance. Where appropriate a rateable proportion of the claim may be recovered direct from these Insurers.

2. Before your claim can be settled, **you** must pay the excess.

3. If **we** replace **your gadgets** the damaged or lost item becomes **ours**. If it is returned or found **you** must notify **us** and send it to **us** if **we** ask **you** to.

To help **us** improve **our** service **we** may record or monitor telephone calls.

WARNING

If you or anyone acting on your behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate any claim made under this insurance, we will not pay the claim and cover under this and all other insurances currently in force with us with which you are connected will cease immediately. You will not be entitled to any refund of premium under any policy.

We will process **your** claim under the terms and conditions of this insurance based on the first reason notified to **us** for the claim. If **your** claim is not covered and **you** then submit a claim having changed the circumstances of the loss or damage **we** consider this as fraud. Details of all such cases will be passed to appropriate agencies for action.

CONSUMER INSURANCE ACT

You are required to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell us of any changes to the answers **you** have given as soon as possible.

Under the Consumer Insurance (Disclosure and Representations) Act 2012 **your** failure to take reasonable care to avoid misrepresentation in relation to the information provided (including subsequent changes to any such information) could result in **your** policy being cancelled or **your** claim being rejected or not fully paid.

COMPLAINTS

It is the 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 follow the complaints procedure below:

Complaints regarding:

Sale of the policy -

Please contact the Fire & Rescue Service who arranged the insurance on **your** behalf.

Policy cover, claims or insurer -

Citymain Administrators Limited,
3000 Lakeside,
North Harbour,
Western Road, Portsmouth,
PO6 3EN.
Tel: 0333 188 2257 (local rate call)
Email: info@citymain.com

Please ensure the Fire & Rescue Service is quoted in all correspondence to assist a quick and efficient response.

Following our complaints procedure does not affect **your** legal rights as a consumer. For further information **you** can contact the Citizens Advice Bureau or Trading Standards. If **we** have not completed our investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with our Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, you should do so within 6 months of receiving **our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financial-ombudsman.org.uk. The Financial Ombudsman Service, Exchange Tower, London E14 9SR
Tel: 0800 023 4567
Get in touch online: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>

What you should know

You may go directly to the Financial Ombudsman Service when **you** first make **your** complaint, but the Ombudsman will only review **your** complaint at this stage with our consent. However, we are still required to follow the procedure stated above.

If **you** have received a final response but are dissatisfied, **you** have the right of referral to the Financial Ombudsman Service within six months of the date of **your** final response letter. **You** may only refer to the Ombudsman beyond this time limit if **we** have provided **our** consent.

Whilst **we** and **our** UK service providers are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure above does not affect **your** right to take legal action

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**.

PRIVACY AND DATA PROTECTION NOTICE

Bspoke Underwriting Notice

We are Bspoke Underwriting Ltd, referred to as "**we/us/our**" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is Z7739575. This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as "**you/your**" in this notice. **We** are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We**

process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. You do not have to provide **us** with your personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to us so that **we** can administer **your** insurance policy.

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

We collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of **your** personal data as it is in the substantial public interest and it is necessary:

- i) for administering **your** insurance policy; or
- ii) to prevent and detect an unlawful act (e.g. fraud).

Bspoke Underwriting's full privacy notice

You can get more information about this by viewing **our** full Privacy Notice online at <https://bspokegroup.co.uk/wp-content/uploads/2023/04/Bspoke-UW-Privacy-Policy-APR23.pdf> or request a copy by emailing **us** at dataprotection@bspokeunderwriting.co.uk. Alternatively, **you** can write to us at: Data Protection, Bspoke Underwriting Ltd, Brookfield Court, Selby Rd, Leeds LS25 1NB.

Watford Insurance Company Europe Limited Information Notice

Personal Data provided in connection with this policy will be used and processed in line with the Privacy Policy. A copy of this is available at <https://www.watfordre.com/privacy-policy/>