

helpucover.co.uk

Gadget and Mobile Phone Insurance

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# Demands and Needs Statement

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## Demands and Needs

helpucover Gadget and Mobile Phone insurance meets the demands and needs of United Kingdom residents over 18 years of age who wish to ensure that Gadgets, Desktop Computers and Mobile Phones belonging to them or members of their Resident Family are protected against Mechanical and Electrical Breakdown after the end of the original manufacturers warranty/guarantee; Damage, Loss and theft.

helpucover is provided by cxLoyalty International Limited who act as an intermediary for arranging the insurance and provides the administration of the associated services.

**You** will not receive advice or a recommendation from **cxLoyalty** and the insurance cover included in this agreement has not been provided to **you** based on any personal recommendation.

# Policy Summary

This is a policy summary only and does not detail the full terms and conditions of the insurance policy. For full details, please refer to the policy terms and conditions section of this booklet.

helpucover Gadget and Mobile Phone insurance is underwritten by AmTrust Europe Limited.

helpucover Gadget and Mobile Phone insurance is only available to residents of the United Kingdom over the age of 18.

## What is covered by helpucover Gadget and Mobile Phone insurance?

Gadgets, Mobile Phones and desktop computers owned or purchased by you or a member of your resident family are covered up to the specified limits, against mechanical or electrical breakdown, accidental damage (including liquid damage), loss or theft of the insured gadget, mobile phone or desktop computer.

There is a full list of “Insurable Items” in the policy terms and conditions.

## How does helpucover Gadget and Mobile Phone insurance work?

helpucover Gadget and Mobile Phone insurance lasts until your agreement is cancelled or terminated under the terms of the policy. You may need to review this cover periodically to ensure it remains adequate to your needs. To cancel your policy, please contact helpucover on 0800 389 6998.

## How Do I Cancel My Policy?

You have the right to cancel your policy without charge within 14 days of the start of your policy period after which you may still cancel your policy, but you will not be entitled to a refund.

## What are the benefits provided and significant exclusions and limitations of helpucover Gadget and Mobile Phone insurance?

Features and Benefits	Significant Exclusions or Limitations (please refer to “what is not covered” and “Exclusions – applicable to all policies” in the policy booklet)
<p>Cover for items owned or purchased by you or members of your family living at your home.</p> <p>Cover is available for items bought in the United Kingdom or overseas with evidence of ownership.</p> <p>Cover applies to use of insured items in the United Kingdom and extends to worldwide cover for up to 90 days in total in any 12 month period.</p>	<p>A full list of insurable items can be found within the policy under the section headed “Insurable Items”.</p> <p>The item must be in full working order when you purchase the insurance or register the item. You must be able to provide proof of ownership of the item in order to make a claim.</p> <p>(Exclusions - applicable to all sections)</p> <p>You must keep any Insured item in a good state of repair and take all reasonable steps to prevent Loss theft or Damage.</p> <p>(Exclusions - applicable to all sections)</p> <p><b>The following policy limits apply:</b></p> <ul style="list-style-type: none"> <li>The policy includes a deferred period of 14 days when the cover does not operate. A deferred period applies at the start of the policy and to any item registered after the policy start date.</li> </ul>

Features and Benefits	Significant Exclusions or Limitations (cross references to the relevant sections of the policy are included)
<p>If the insured item(s) is/are stolen, accidentally damaged (including liquid damage), lost or suffers from electrical or mechanical breakdown during the policy period we will reimburse the cost of repairing or replacing it/ them. If the Insured Item is a mobile phone and is lost; stolen; or damaged and is uneconomic to repair, we will replace the handset with an equivalent model or a model with an equivalent specification.</p> <p>Where only a part or parts of insured items have been stolen, accidentally damaged, lost or suffered from electrical or mechanical breakdown, we will only pay for the replacement of that part or parts.</p>	<ul style="list-style-type: none"> <li>• Registered items cannot be more than 36 months old at the date of registration or have an original purchase price of more than £1500.</li> <li>• Unregistered items cannot be more than 36 months old at the date of an incident that causes a claim or have an original purchase price of more than £150.</li> <li>• The most we will reimburse for the repair or replacement of a registered item is the lower of £1500 or the original purchase price.</li> <li>• The most we will reimburse for the repair or replacement of an unregistered item is the lower of the original purchase price or £150.</li> <li>• The most we will pay in a 12 month period is £1500 after the deduction of any applicable excess.</li> <li>• We will not pay for more than two incidents in any rolling 12 month period.</li> <li>• An excess of £50 per item applies to each and every incident.</li> </ul> <p>For full details see “The Covers and Limits” in the terms and conditions Replacement mobile phones, devices and accessories will come from available stock (which may be refurbished). If the same make and model is not available, for whatever reason, we will replace it with a product of similar specification and quality, which will be determined by us. We may settle your claim, at our sole discretion, by repair, replacement or cash settlement. We will advise you of the method of settlement at the time your claim is authorised.</p> <p><b>The following exclusions apply:</b></p> <p><b>Loss or Theft:</b></p> <ul style="list-style-type: none"> <li>• not reported to the police as soon as possible after discovery of the loss or theft;</li> <li>• from a motor vehicle when you or someone acting on your behalf is not in the vehicle, unless the Insured Item is locked in a concealed compartment out of sight and the vehicle’s security systems have been activated;</li> <li>• There is no cover for any items used for business purposes.</li> </ul> <p><b>Damage:</b></p> <ul style="list-style-type: none"> <li>• carried out deliberately or negligently by you or a member of your Resident Family;</li> <li>• caused by someone else other than you or a member of your Resident Family;</li> <li>• as a result of failure to follow the manufacturer’s instructions;</li> <li>• as a result of cosmetic damage, routine servicing, inspection, maintenance, dismantling or cleaning.</li> </ul> <p><b>Electrical or Mechanical Breakdown:</b></p> <ul style="list-style-type: none"> <li>• during the manufacturer’s warranty or guarantee period;</li> <li>• due to a manufacturer recall.</li> </ul> <p>For full details see “Exclusions – applicable to all covers” in the terms and conditions.</p>

### **How do I make a claim?**

You can notify a claim by calling 0800 389 6998 (lines are open 24 hours a day, 7 days a week) and providing your name, address or policy number.

### **Would I receive compensation if AmTrust Europe Limited was unable to meet its liabilities?**

You may be entitled to compensation from the Financial Services Compensation Scheme if the insurers are unable to meet their liabilities under this insurance.

### **How do I make a complaint?**

If your complaint is about the administration of the policy, a claim or regarding the way the policy was sold you should write to our Customer Relations Manager at:

helpucover Gadget and Mobile Phone insurance, Sentinel House, Airspeed Road, Portsmouth, Hampshire PO3 5RF, United Kingdom quoting your policy number.

Alternatively phone: 0800 389 6998

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service.

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

By telephone on 0800 023 4567. By e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

Full details of helpucover Gadget & Mobile complaints procedure may be found in section 6 of the Terms and Conditions.

# Terms & Conditions

## Welcome to helpucover Gadget and Mobile Phone insurance

This is **Your** helpucover Gadget and Mobile Phone insurance terms and conditions and together with the **Welcome Letter** and the **Schedule of Registered Items** forms **Your Policy** with the **Insurer** and **Your** agreement with **Us**. The basis of **Your Policy** and **Your** agreement is the information **You** supplied when **you** purchased helpucover Gadget & Mobile Phone Insurance..

helpucover Gadget and Mobile Phone insurance is arranged by **cxLoyalty** who are authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities only under registration number 311584.

In return for paying or agreeing to pay **Your Fee**, **cxLoyalty** will arrange insurance for **You** under the terms and conditions of **Your Policy** for any **Incident** which takes place during **Policy Period**.

Copies of this document are available in Braille, audio and large print on request.

### Please check that You, Your gadgets or mobile phones are eligible for cover

- **You** can only purchase helpucover Gadget and Mobile Phone insurance if **You** are 18 years of age or over and live permanently in the United Kingdom.
- Only Gadgets, Mobile Phones and Desktop Computers with proof of ownership are eligible for cover.
- Insured items can be bought in the United Kingdom or outside of the United Kingdom.
- Insurable items to be registered cannot be more than 36 months old at the date of registration.
- Unregistered items cannot be more than 36 months old at the date of the Incident that causes a claim.

### Definitions

Some of the words in this **Policy** have specific meanings. These are explained below and have the same meaning wherever they appear in bold throughout this **Policy**.

<b>cxLoyalty, We, Us, Our</b>	cxLoyalty International Limited, registered in England number 1008797. Registered office: Charter Court, 50 Windsor Road, Slough, Berkshire, SL1 2EJ United Kingdom. cxLoyalty International Limited is authorised and regulated by the Financial Conduct Authority (FCA). Their FCA registered number is 311584. <b>You</b> can check this on the Financial Services Register by visiting the FCA's website <a href="http://www.fsa.gov.uk/register/home.do">http://www.fsa.gov.uk/register/home.do</a> or by contacting the FCA on 0800 111 6768.
<b>Damage</b>	The sudden and unexpected failure of <b>Your Insured Item</b> caused by accidental damage, liquid damage or malicious damage that prevents <b>Your Insured Item</b> from meeting its designed function.
<b>Deferred Period</b>	A period of 14 days when there is no cover under the <b>Policy</b> . A <b>Deferred Period</b> applies after the <b>Policy Start Date</b> shown on <b>Your Welcome Letter</b> and after the date <b>You</b> register an item.
<b>Desktop Computer</b>	The base unit, monitor, keyboard and mouse together with any desktop printer and/or scanner used for personal use.
<b>Fee(s)</b>	The amount payable for helpucover Gadget and Mobile Phone insurance and set out in <b>Your Welcome Letter</b> .

<b>Gadget</b>	An electronic device designed by the manufacturer to be portable with its own internal power source which can be used in or away from the <b>Home</b> and listed under "Insurable items".
<b>Home</b>	The address supplied by <b>You</b> as <b>Your</b> permanent place of residence within the United Kingdom.
<b>Incident</b>	An event or a series of events, which result in the <b>Loss</b> or theft of, or <b>Damage</b> to <b>Your Insured Item</b> .
<b>Insured item(s)</b>	A <b>Gadget, Desktop Computer</b> or <b>Mobile Phone</b> owned by <b>You</b> or a member of <b>Your Resident Family</b> .
<b>Insurer</b>	AmTrust Europe Limited. Registered in England number 01229676. Registered Office: Market Square House, St. James's Street, Nottingham, NG1 6FG, United Kingdom. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 202189.
<b>Loss</b>	The disappearance of <b>Your Insured Item</b> in circumstances that do not involve theft and its whereabouts remain unknown.
<b>Mechanical or Electrical breakdown</b>	The failure of <b>Your Insured Item</b> after the expiry of the original manufacturers warranty due to any permanent <b>Mechanical or Electrical breakdown</b> causing replacement or repair before normal operation can be resumed.
<b>Mobile Phone</b>	A <b>Mobile Phone</b> purchased or owned by <b>You</b> or a member of <b>Your Resident Family</b> .
<b>Original Purchase Price</b>	The amount paid for the <b>Insured Item</b> at the date of purchase excluding any credit charges, delivery charges, interest charges or delivery costs.
<b>Policy</b>	These helpucover Gadget and Mobile Phone insurance terms and conditions, the most recent <b>Welcome Letter</b> and <b>Schedule of Registered Items</b> .
<b>Policy Period</b>	The period beginning at the <b>Policy Start Date</b> shown on <b>Your Welcome Letter</b> and ending at the earliest of one of the events listed in general condition 7 - "When the insurance ends".
<b>Policy Start Date</b>	The <b>Policy Start Date</b> shown on <b>Your Welcome Letter</b> .
<b>Policy Year</b>	A period of 12 months from the <b>Start date</b> and each 12 month period thereafter.
<b>Registered item</b>	A <b>Gadget, Mobile Phone</b> or <b>Desktop Computer</b> with an <b>Original Purchase Price</b> of more than £150 and listed on the <b>Schedule of Registered Items</b> .
<b>Resident Family</b>	<b>Your</b> partner, spouse or any member of <b>your</b> family who lives with <b>you</b> at <b>your home</b> .
<b>Schedule of Registered Items</b>	A document sent to <b>You</b> after purchase of helpucover Gadget and Mobile Phone insurance listing the <b>Registered Items</b> .
<b>United Kingdom</b>	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
<b>Welcome letter</b>	A document headed "Welcome letter" sent to <b>You</b> after <b>Your</b> purchase of helpucover Gadget and Mobile Phone insurance.
<b>You, Your</b>	The person named on the <b>Welcome Letter</b> .



## Insurable items

All items covered under the **Policy** must be from the specified categories listed below. Claims for gadgets will only be accepted if the item is below.

- **Desktop computer**
- **Mobile phones:** including iPhones, BlackBerrys, Smartphones and accessories such as a Bluetooth headset
- **Gadget:** including:

Portable Hi-fi and Audio equipment: Personal CD/Mini disc, Portable speakers for MP3/4, Portable radio/Cassette/CD player, Portable radio, Portable media centre/MP4, Two way radio, Portable CD player, MP3/Ipod.

Portable TV, DVD and Games equipment: Handheld TV, Portable DVD player, Handheld game machine (excluding game software)

Photographic equipment: Camera, Camcorder, camera accessories, Photo viewer, Portable digital photo frames.

Hand held computer equipment: Laptop, Tablet PC, PDA/Palmtop, Portable data storage device, printer, Dictation machine, Organiser/Calculator. (Software and **Loss** of data is not covered)

Portable car navigation equipment: Satellite Navigator, GPS tracker, Speed camera detector

Wearable's: Google Glasses, Smart Watches, wristbands.

Any **insured item(s)** that is not displayed above but is the result of technological advances should be notified to **us** as soon as possible. **We** will review such **items** and at **our** sole discretion **we** will decide if the item can be covered.

## The Covers & Limits

This **Policy** covers **Insured Items** owned and used by **You** and members of **Your Resident Family** in the **United Kingdom**. Cover is extended to use anywhere in the world for up to 90 days in total in a **Policy Year**;

### Damage - What is covered

If the **Insured Item** suffers **Damage** during the **Policy Period**, **We** will reimburse the cost of repair. If it is not possible or economic to repair **We** will reimburse the cost of replacing the **Insured Item**. If the **Insured Item** is a **Mobile Phone**, the handset will be repaired or be replaced with an identical handset or one of equivalent specification.

### Damage - what is not covered

**Damage** caused by:

- **You** or a member of **Your Resident Family** deliberately damaging or neglecting the **Insured Item**.
- The **Insured Item** being used by someone else other than **You** or a member of **Your Resident Family**;
- Failure to follow the manufacturer's instructions
- Cosmetic damage
- Routine servicing, inspection, maintenance, dismantling or cleaning of the **Insured Item**

### Loss & Theft - What is covered

If **You** or a member of **Your Resident Family** lose an **Insured Item** or if it is stolen during the **Policy Period**, **We** will reimburse the cost of replacing it. Where only a part or parts of the **Insured Item(s)** have been lost or stolen, **We** will only pay for the replacement of that part or parts. If the **Insured Item** is a **Mobile Phone**, the handset will be replaced with an identical handset or one of equivalent specification.

## Loss & Theft - What is not covered

**Loss** or Theft caused by **You** or a member of **Your Resident Family**:

- leaving the **Insured Item** in a motor vehicle when someone acting on your behalf is not in the vehicle, unless the **Insured Item** is locked in a concealed compartment out of sight and the vehicle's security

## Mechanical or Electrical Breakdown – What is not covered

- **Mechanical or Electrical breakdown** during the manufacturer's warranty/guarantee period;
- **Mechanical or Electrical breakdown** covered by manufacturer's recall of the **Insured Item**.

## Policy Limits - applicable to all covers

The maximum amount **We** will reimburse for repair or replacement of an **Insured Item** is:

- the lower of £1500 or the **Original Purchase Price** of the **Registered Item**
- the lower of £150 or the **Original Purchase Price** of an unregistered item

The maximum **we** will reimburse in any **Policy Year** after payment of any applicable excess is £1500.

**We** will not reimburse more than two incidents in a rolling 12 month period.

An excess of £50 applies per **Insured Item** lost, stolen or **damaged**, as appropriate, to all **incidents**.

## Exclusions – applicable to all covers

**We will not pay for:**

1. Any **Incident** occurring in the **Deferred Period**, or outside the **Policy Period**
2. An excess of £50 applies per **Insured Item** lost, stolen or **damaged**, as appropriate, to all **incidents**.
3. Any **Insured Item** that was not in full working order when **You** purchased the insurance.
4. Any **Insured Item** used in connection with a business.
5. Any **Insured Item** purchased through a business account.
6. **Loss**, theft or **Damage** to any accessories or other devices which are not defined as a **Gadget**, **Mobile Phone** or **Desktop Computer**.
7. The cost of replacing any SIM card or memory card not in the **Insured Item** at the time of the **Incident**.
8. Any claim where **You** are unable to provide proof of ownership of an **Insured Item**.
9. Any claim where the serial number for an **Insured Item** or the IMEI number for a **Mobile Phone** has been removed or tampered with in any way.
10. Any **Incident** involving loss, theft or **Damage** that results in a claim for the **Insured Item** which is not reported to the Police and to **Us** as soon as possible after discovery.
11. Any **Incident** involving **Mechanical or Electrical breakdown** that results in a claim for the **Insured Item** and which is not reported to **Us** as soon as possible after discovery.
12. Any **Incident** where **your insured item(s)** is in the possession or control of anyone other than **You** or **your Resident Family** member.
13. **Damage** caused by any form of portable external storage media including but not limited to memory cards, USB memory sticks or other digital recording equipment.
14. Wear and tear, rusting or climatic conditions or other deterioration due to normal use or exposure, or where there has been a failure to follow the manufacturer's instructions for the **Insured Item**.
15. Any software or data installed on the **Insured Item**, such as telephone numbers, ringtones, music, pictures, applications or videos, **Damage** caused as a result of a virus, or **Damage** caused by the installation of software or applications, or any costs incurred during reinstallation.
16. Any costs suffered by **You** or a member of **Your Resident Family** as a result of not being able to use an **Insured Item** or any costs other than the repair or replacement cost of an **Insured Item**.
17. Any claim arising from the confiscation, requisition or destruction of an **Insured Item** by any government, public or legal authority.
18. Any labour or other charges incurred where a fault cannot be found with an **Insured Item**.
19. Any costs or **Damage** caused to an **Insured Item** by war, terrorism, invasion, revolution or any similar event.
20. All **Fee(s)** must be up to date for a claim to be considered
21. Any claim where the **insured item(s)** is a drone.

## Making a claim

1. Report the theft or **Loss** of the insured **Mobile Phone** to the airtime provider as soon as possible after discovery to block the account.
2. Report the theft or **Loss** of the **Insured Item** to the Police as soon as possible after discovery and obtain a crime reference number in support of a theft and a lost property number in support of a **Loss** claim. If **we** are unable to verify the crime reference number, **we** will request a police report. **We** will not proceed with a claim until **we** have the required information.
3. Report any **Incident** likely to give rise to a claim to **cxLoyalty's** claims department as soon as possible after discovery.  
From the **United Kingdom** call: 0800 389 6998  
From outside the **United Kingdom** call: +44 2392 676 574  
For **Mobile Phones**, **cxLoyalty** will attempt to transfer **you** directly to **your** airtime provider to report any Loss or theft and block **your** airtime account.
4. **You** may be asked to contact an authorised repairer to inspect the **Insured Item** and provide a report detailing the fault, details of any repair work and the cost of labour and parts.
5. **We** may ask **You** to complete a claim form and return it with together with the proof of ownership, the inspection report from the repairer and any other documents required to support **Your** claim. This may include proof of ownership, the make, model and serial number (IMEI number for a **Mobile Phone**) of any **Insured Item**.
6. If **You** are reimbursed for the replacement of the **Insured Item**, the damaged or lost **Insured Item** will belong to the **Insurer**. If the **Insured Item** is then returned to **You** or if it is found, **You** must contact **Us** immediately and if **We** ask, **You** must send it to **Us**.
7. If an insured **Mobile Phone** is lost, stolen or **Damaged** whilst **You** or a member of **Your Resident Family** are outside the **United Kingdom**, the replacement will only be sent to **Your Home**.

## General conditions – applying to all sections of this policy

### 1. Other Insurances

If at the time of a claim **You** have other insurance covering the claim, **We** will only pay **Our** share of the claim.

### 2. Changes you can make to the policy – changing or registering a new item

There is no limit on the number of items **You** can insure or register. Insurable items with an **Original Purchase Price** of more than £150 should be registered to obtain the full protection provided by the **Policy**.

To register a new item or to remove or replace a **Registered Item**:

- Call customer services on 0800 389 6998 with the details of any new item or the details of any **Insured Item** **You** want to change;
- Alternatively, complete the registration form included with **Your Welcome Letter** and return it in the reply paid envelope provided.

**We** will issue a revised **Schedule of Registered Items** to confirm any additions or changes made.

### 3. Changes we can make to the policy

**We** can review and change the **Fee** or change the terms and conditions of the **Policy**. The changes may increase or reduce the **Fee** and may improve or reduce the cover provided by the **Policy**, including the **Policy** limits. **You** will be given at least 30 days notice in writing of any change, notice will be sent to **Your Home** address.

The circumstances that may give rise to a change in **Fee** or to the terms and conditions of the **Policy** include: significant adverse claims experience, significant increase in the **Insurer's** operating costs, inflation, economic and environmental factors, and changes in legislation, taxation or interest rates.

**You** have the right to refuse any such changes and cancel the **Policy** in accordance with general condition 6 - "Cancelling the Policy".

#### 4. Cancelling the policy

**You** can cancel **your policy** at anytime by calling **cxLoyalty** on 0800 389 6998 or writing to **cxLoyalty** at the address which is shown in **your welcome letter** and below. **You** have the right to cancel **your policy** up to 14 days after the **Policy** starts with a full refund (unless **you** have made a claim).

**You** can cancel the **Policy** as follows.

By Telephone: 0800 389 6998

In writing: The Customer Services Department, helpucover Gadget and Mobile Phone insurance, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF

**cxLoyalty** can cancel the **Policy** by giving **You** at least 30 days notice in writing to **Your Home** address where there is a valid reason for doing so. **We** will send a letter to the latest address **we** have for **you** setting out the reason for cancellation in **our** letter. Valid reasons may include, but are not limited to:

- where **we** have not been able to collect the **Fee**. In this case, **we** will make reasonable efforts to contact **you** requesting payment by a specific date. If **we** are unable to contact **you** or do not receive payment by this date **your Policy** will be cancelled.
- where **we** reasonably suspect that **You** or a **Resident Family** Member has submitted a claim knowing it to be false or a misrepresentation.
- where the **Policy** is no longer available, for example, if the **policy** is being discontinued or the **Insurer** is no longer able to provide cover.

Where **we** have received returned mail and have been unable to obtain an updated **home** address for **you** **we** will not send out a letter of cancellation and **we** will cancel **your policy** (prior to **your** next payment due date) after **we** have received the returned mail.

#### 5. When the insurance ends

This **Policy** will end at the earliest of the following:

- **You** no longer live permanently in the **United Kingdom**.
- **cxLoyalty** or the **Insurer** cancel the **Policy** for a valid reason (as set out above);
- **You** cancel the **Policy**.

#### 6. What to do if **You** need to make a complaint about the details of the policy, its administration or a claim

If **You** have cause for dissatisfaction and wish to complain please contact **cxLoyalty** on 0800 389 6998 or write to: The Customer Services Department, helpucover Gadget and Mobile Phone insurance, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF quoting **Your Policy** number.

**cxLoyalty** aim to promptly solve most of their customers' complaints at the initial point of contact. **cxLoyalty's** staff are fully trained to deal with **Your** complaint quickly and efficiently. However should **You** inform **cxLoyalty** that **You** are dissatisfied with the response **You** have received, **Your** complaint will be responded to by the Customer Relations Team who will aim to resolve **Your** complaint, if this is possible, by the end of the next working day following receipt of **Your** complaint. If **cxLoyalty** cannot resolve **Your** complaint within this time they will write to **You** within 5 working days, and do their best to resolve the problem within 4 weeks. If **cxLoyalty** cannot respond within these timescales they will write to **You** again within 4 weeks to provide **You** with a final response or to let **You** know when they will contact **You** again, which will be within 8 weeks from when **You** first contacted **cxLoyalty** about **Your** complaint.

If cxLoyalty have not resolved **Your** complaint to **Your** satisfaction within eight weeks from when **You** first contacted them **You** may refer **Your** complaint to the Financial Ombudsman Service for an independent review. **You** may at any time refer **Your** complaint to the Financial Ombudsman Service if **You** are dissatisfied with the way in which **Your** complaint is being handled:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

By telephone on 0800 111 6768. By e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Using this complaints procedure or referral to the Financial Ombudsman Service does not affect **your** legal rights.

## The EC online dispute resolution platform

**You** also have the option to register **your** complaint using the European Commission Online Dispute resolution (ODR) platform. This is a web based platform that is designed to help consumers who have bought goods or services online to deal with issues arising from that purchase. Complaints submitted to the platform will be dealt with by approved ADR providers.

**You** can access the platform online using the following website address:

<https://webgate.ec.europa.eu/odr>

## 7. Fraud

**We** treat any instance of suspected or confirmed fraud very seriously, if **you** or a **resident family** member or anyone acting on **your** behalf makes a false or fraudulent claim, supports a claim with false / fraudulent documentations or exaggerates a claim **You** will forfeit all rights under the **policy**.

**We** reserve the right to retain all **Fees** and recover any sums paid by way of benefit under the policy.

Should fraud be identified on a claim **we** reserve the right to cancel any and every policy **you** have with **us** and proceed to purchase in the future. **We** reserve the right to report claimants to the police and fraud prevention agencies It is to **your** benefit and **ours** that **we** aim to minimise the volume of fraudulent claims by ensuring that certain checks are carried out as part of **our** claims process.

For transparency, **we** have detailed some of the checks **we** will make below:

- **We** will contact the network providers to confirm reporting
- **We** will verify Crime Reference Numbers and Lost Property details
- **We** will make documentation checks including, but not limited to proofs of ownership provided
- **We** will liaise with **our** repair partners to ensure consistency with circumstances provided
- **We** will communicate with and record details on anti-fraud databases, insurers / industry groups to share information and best practice (Please see the Data Protection notices at the end of this **Policy**)
- **We** will use online tools/databases to view previous claims history and/or usage
- **We** may arrange for **our** investigators to visit those **we** suspect of fraud to discuss the circumstances of their claim.

## 8. Law applying to the Policy

Unless agreed otherwise

a) the language of the **Policy** and all communications relating to it will be English

b) English law will apply to the contract of insurance.

## 9. Rights of parties

A person or company who was 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**. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Financial Services Compensation Scheme

If the **Insurer** is unable to meet their liabilities **you** may be entitled to compensation under the Financial Services Compensation scheme (FSCS). This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning FSCS on 0800 678 1100 or 0207 741 4100.

## How we will use your data

**We** and the **Insurer** are committed to protect the privacy of customers and the confidentiality and security of information entrusted to them. **We** will only use **your** personal data as set out in **our** Privacy and Cookies policy. To request a copy of **our** Privacy and Cookies policy, please contact **us** on **0800 0859 377**. **We** are the data controller for the personal data **we** collect directly from **you**. Please ensure you review the Privacy Policies for the **Insurer** (which can be found at [www.amtrusteurope.com](http://www.amtrusteurope.com)) to understand how they use and process **your** information.

Information will be disclosed to the **Insurer** who will use **your** information to manage **your** insurance policy, including underwriting. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers. The **Insurer** may use and share **your** information with other members of the AmTrust group companies and may be disclosed to regulatory bodies and/or **your** bank or card issuer and/or **our** subcontractors for the purposes of providing the services.

**Your** bank/card issuer will pass **Your** name, address and card details to helpucover Gadget and Mobile Phone insurance for the purpose of billing **Your** account with **Fee**. From time to time **We** may ask **Your** card issuer to update **us** with any changes to the information they have provided to **us**, for example by providing **us** with any updated or new card numbers or expiry dates.

## Security

**You** may be required to validate any request **You** make to **cxLoyalty** by providing the security details **You** have registered. Failure to provide such security details or other suitable validation will result in **cxLoyalty** refusing to act upon such a request. If **You** have not registered security details with **cxLoyalty** **You** should contact **cxLoyalty** as soon as possible to ensure **cxLoyalty** are able to provide **You** with the service to which **You** are entitled.

## cxLoyalty International Limited's limitation of liability

This section (and any other clause excluding or restricting **Our** liability) applies to **cxLoyalty's** directors, officers, employees, subcontractors, agents and affiliated companies as well as to **cxLoyalty**. Nothing in this **Policy** in any way limits or excludes **cxLoyalty's** liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be excluded or limited. Without prejudice to the rest of this **Policy**, **cxLoyalty's** liability of any kind in respect of any services or otherwise shall be limited to the amount of the **Fees** payable by **You** in any 12 month concurrent period under **Your Policy**.

In no event will **cxLoyalty** be liable for any:

- Economic losses (including, without limit, Loss of revenues, profits, contracts, business or anticipated savings);
- Loss of goodwill or reputation;
- Losses that **You** incur that were not foreseeable to **You** and **cxLoyalty** when **Your Policy** was entered into.

**cxLoyalty** and/or the **Insurer** will not be liable for losses arising from their inability to provide the **Policy** and/or services in the event of war, terrorism, invasion, an act of foreign enemy, hostilities (whether war be declared or not), riot, strike, civil commotion, civil war, revolution, insurrection or act of military or usurped power or for any reason that is beyond **Our** reasonable control.

## General Rights

**Your Policy** and any representations given to **You** during **Your** application for **Your Policy** constitute the entire agreement between **You** and **cxLoyalty** and/or the **Insurer**. Any failure to exercise or enforce any right or provision of **Your Policy** shall not constitute a waiver of such right or provision. If any provision of **Your Policy** is found by a competent jurisdiction to be invalid, then the remaining provisions shall remain in full force and effect.

Copies of this document are available in Braille, large print or audio on request by calling 0800 389 6998. Or call us from a textphone via the Next Generation Text Service on 18001 0344 381 4077.

Lines are open 24 hours a day, 365 days a year for assistance and support services. Calls may be monitored and recorded for training and compliance purposes. Calls to 0344 numbers will cost no more than 01 or 02 numbers from landlines or mobiles and are included within free call packages.

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