

Police Federation Mobile Phone Insurance terms and conditions



Arranged exclusively for the trustees of the Police Federation as declared to insurers.

In accordance with the authorisation to the broker by the insurers, and in consideration of payment of the premium, the insurers are hereby bound to you for the benefits set out below, subject to the terms, definitions, exclusions and conditions specified below.

1. The insurance

Theft, accidental damage, accidental loss and breakdown cover

You are covered against the repair or replacement cost of *your mobile phone* in the event of *theft, accidental loss, accidental damage or breakdown* whilst in *your possession* or that of *your spouse* (if included in *your policy schedule*) during the *period of insurance* subject to the *limit of liability* of the *insurer*.

2. Definitions

The words or phrases described below shall have the following meaning wherever used in this policy document.

Accidental damage means the sudden and unforeseen *accidental damage to your mobile phone* which is not specifically excluded from this insurance policy provided that such damage results in *your mobile phone* being unable or unsafe to function.

Accidental loss means the unforeseen loss of *your mobile phone* by *you*, resulting in *you* being permanently deprived of its use.

Beneficiary means the subscribing member of a police federation whose membership of the scheme must have been accepted by the *trustees* and can be confirmed by the *broker*.

Broker means this scheme is arranged by Voyager Insurance Services Ltd and administered by Philip Williams & Co Insurance Management, Registered Office: 35 Walton Road, Stockton Heath, Warrington, Cheshire WA4 6NW. Telephone number 01925 604421. Authorised and regulated by the Financial Conduct Authority under number 308860. They are authorised to administer this policy on behalf of the *insurer*.

Breakdown means the actual breaking, burning out or failure of any part of *your mobile phone* whilst in ordinary use arising from internal electronic, electrical or mechanical defects in the *mobile phone* causing it to stop functioning and requiring repair before it can resume normal operation.

Claims administrator means Brightstar Insurance Services B.V. (UK Branch), Weston Road, Crewe, Cheshire, CW1 6BU. Telephone number 0844 412 0982. Brightstar Insurance Services B.V. is a Dutch company (57476829) authorised and regulated in The Netherlands by The Authority for Financial Markets (12041994) and registered to operate in the United Kingdom by the Financial Conduct Authority (FRN 610709). They are authorised to administer claims made under this policy on behalf of the *Insurer*.

Excess means the amount *you* must pay towards the cost of each and every successful claim as stated in 5.1 general exclusions within this policy document.

IMEI number means the international mobile equipment identity number which is the unique identification number that will be used to identify *your mobile phone*.

Insurer/insurers means this insurance is underwritten 100% by AmTrust Europe Limited. Registered in England number 1229676. Registered Office: Market Square House, St James's Street, Nottingham, NG1 6FG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority under number 202189. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Limit of liability means the *insurer's* maximum liability for any one claim which shall not exceed the maximum replacement value of *your mobile phone* (up to a limit of £1,000 inclusive of VAT) at the time of replacement. The *insurer's* maximum total liability to *you* during any rolling period of 12 months from the commencement date of this insurance shall not exceed £1,000 including VAT. Upon acceptance of a claim, the *insurer*

may at its discretion replace *your mobile phone* with a functionally equivalent or better model which maybe a refurbished *mobile phone* of similar quality.

The maximum liability limit includes cover of up to £750 including VAT for *unauthorised data usage* for a period of up to 24 hour directly following a valid *theft* or *accidental loss* claim.

Main residence means *your* permanent place of residence within the United Kingdom.

Mobile phone/mobile phone parts means *your* hand portable *mobile phone* and parts thereof which are no more than 8 years old at the time of an incident, as evidenced by the relevant *proof of ownership*.

Period of insurance means the insurance commences on the same date as specified in *your* police federation benefits policy schedule for periods of one month upon receipt of *your* monthly premium. The monthly premium will be collected by the *broker* by Direct Debit. Please refer to *your* benefits booklet for details of automatic termination of cover.

Proof of ownership means the original purchase receipt provided at the point of sale that details the *mobile phone* purchased, or similar invoice receipt or proof of exchange under manufacturer's warranty documentation that provides proof that *you* own the *mobile phone*. Please note that the *IMEI* number must be shown on the *proof of ownership*.

Public place means any place to which people you do not know have access.

Spouse means a partner in a marriage, civil union, domestic partnership or common law marriage who resides with *you* at *your main residence*.

Territorial limits means the United Kingdom, in which *you* and *your spouse* (as applicable) must be a permanent resident. Cover is extended worldwide for a maximum of 31 days in any rolling period of 12 months starting from the commencement date of this insurance.

Theft/stolen means the unauthorised dishonest acquisition of the *mobile phone* by another person with the intention of permanently depriving *you* of it.

Trustees means the *trustees* for the time being of the police federation, as declared to the *insurers*.

Unauthorised data usage means the cost of unauthorised airtime provider calls, messages and data usage made from *your mobile phone*, whilst not barred by the airtime provider within 24 hours of discovery of the *theft* or *accidental loss* of *your mobile phone* which would not be covered by *your* committed airtime provider usage allowances. A related valid claim for *theft* is required to claim under this section.

Unattended means the phone is not secured and not visible by *you* or within a distance where *you* could reasonably intervene to prevent an incident.

We, us, our and **they** means any of the *broker, claims administrator* or *insurer* as applicable.

You and **your** means the *beneficiary*, who has subscribed for *mobile phone* insurance as described in this policy document. As applicable, this term also includes *your spouse* if *your spouse* is the person responsible for the *mobile phone* at the time of an incident and is named on the policy schedule.

3. Specific theft and accidental loss exclusions

This insurance policy does not cover;

1. any *theft* unless accompanied by a crime reference number. *Lost* property numbers are not acceptable in support of a *theft* claim.
2. any claim involving *theft* or *accidental loss* unless reported to the appropriate police authorities within 48 hours and the airtime provider, within 7 days of discovery of the *theft* or *accidental loss* or as soon as possible after the discovery of the event.
3. *theft* of the *mobile phone* from an *unattended* vehicle unless *you* have complied with the security requirements for vehicles specified in 6.1 of this policy document. A copy of the repairer's account for such damage to the vehicle may be requested.
4. *theft* of the *mobile phone* from an unoccupied premises unless *you* have complied with the security requirements excluding vehicles specified in 6.2 of this policy document. Acceptable evidence may be requested for any claim for example, a copy of the repairer's account for such damage if the forced or violent entry took place at *your* residence or a letter from the hotel if the forced or violent entry took place at a hotel.
5. *theft* of a *mobile phone* left *unattended* in a *public place* or a place to which the public has regular access.
6. *theft* of a *mobile phone* from the person unless force, pickpocket or threat of violence is used.
7. *theft* or *accidental loss* of the *mobile phone* whilst on loan to any third party other than *your spouse* if named on the policy schedule.
8. *theft* or *accidental loss* of any additional equipment or accessories for *your mobile phone*.
9. *theft* or *accidental loss* of SIM or PCIMA cards other than in respect of a valid *theft* claim where claim where *your* SIM or PCIMA card was *stolen* or *lost* with the *mobile phone*.
10. all *unauthorised data usage* on the *mobile phone* unless associated with a valid *theft* or *accidental loss* claim.

4. Specific accidental damage and breakdown exclusions

This insurance policy does not cover;

1. *accidental damage* to or *breakdown* of, any additional equipment or accessories for *your mobile phone*.
2. damage to or malfunction of the *mobile phone* caused by or attributed to the operation of a software virus or any other software based malfunction.
3. *accidental damage* that occurs when the *mobile phone* is *unattended* and *you* have not complied with the security requirements of this policy. Please refer to section 6.1 - security requirements.
4. any *breakdown*;
 - a. that occurs during the manufacturer's warranty period.
 - b. caused by placing or using the *mobile phone* in a location or environment that is not in accordance with the manufacturer's instructions.
5. cosmetic damage however caused to *your mobile phone* including marring, scratching and denting that does not affect the functionality or safe use of *your mobile phone*.
6. faulty or defective design, materials or workmanship or latent defect where the manufacturer has recognised the fault.
7. routine maintenance, adjustment, modification or servicing.

5. General exclusions

You are not covered for;

1. the first £50 of each and every claim.
2. any claim where *proof of ownership* is not provided.
3. any *mobile phone* older than 8 years at the time of the incident as evidenced by the relevant *proof of ownership*.
4. any accessories.
5. any costs incurred in connection with the installation, removal or subsequent relocation of *your mobile phone* in or from a vehicle, including electrical or mechanical *breakdown*.
6. any claim not complying with the claims procedure in section 8 of this policy document.
7. any *loss* or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
8. any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
9. any claim where the *IMEI number* cannot be determined.
10. any claim arising from abuse, misuse or neglect by *you*.
11. *mobile phones* which have been confiscated, reclaimed or otherwise taken back by a valid authority or body.

6. Security requirements

1. Security requirements for unattended vehicles

- Theft* of the *mobile phone* whilst in an *unattended* vehicle shall only be covered in the event that;
- a. the *mobile phone* is completely hidden from view.
 - b. all doors, windows and other vehicle openings have been closed, fastened and securely locked.
 - c. all security devices installed have been operated.

2. Security requirements excluding vehicles

- Theft* of the *mobile phone* shall only be covered in the event that;
- a. if away from the *main residence*, the *mobile phone* is in a locked room, locked cupboard, locker or hotel safe and any security devices have been operated.
 - b. if at the *main residence*, the premises are securely locked.
 - c. in the case of either (a) or (b) above – all windows and doors must be closed and locks activated where fitted.

7. General conditions

Fraud

If any fraudulent claim is made or if any fraudulent means or devices are used under this insurance, all benefits hereunder shall be forfeited. The *insurer* and/or *claims administrator* and/or *broker*, may inform the police and/or any other law enforcement agency about the circumstances of such a claim. The *insurer* reserves the right to instruct an investigation into *your* claim and reserves the right to recover from *you* the cost of any investigation into a fraudulent claim under this policy.

Law

The parties to this insurance are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English law.

8. Claims procedure

You should notify the *claims administrator* as soon as reasonably possible and in any event within 30 days of the claim incident occurring.

Please comply with the following procedures to obtain authorisation with the minimum delay. Failure to observe these procedures will invalidate *your* claim.

Theft and loss claims

- *you* must notify the appropriate police authority within 48 hours of discovery of the incident and obtain a *loss* or crime reference number or a copy of the police crime report as applicable.
- *theft* or *loss* of *your mobile phone* must be reported to *your* airtime provider within 7 days of, or as soon as is possible after, the incident to place a bar on the *mobile phone*.

Accidental damage and breakdown claims

- *you* must keep all parts of *your mobile phone* and return them for inspection in accordance with the *claims administrators* instructions. The *mobile phone* and relevant parts remain *your* responsibility until they have been received by the *claims administrator*.

If a claim form is issued by the *claims administrator*, *you* should complete the form fully and return it to the *claims administrators* within 30 days of the claim incident, or as soon as reasonably possible, together with any requested supporting documentation including:

- details of the payment method for the *excess* which will be collected once *your* claim has been validated.
- police crime reference number (where the incident is *theft*).
- *loss* reference number (where the incident is *loss*).
- *proof of ownership* (including *IMEI number*).
- details regarding any *unauthorised data usage*.
- any other requested documentation.

The *claims administrator* will assess *your* claim, and providing *your* claim is valid, will arrange for the repair or replacement of the *mobile phone* as appropriate.

9. Your statutory right of cancellation

This *mobile phone insurance* forms part of a packaged group of benefits to which *you* have subscribed and have the right to cancel. Please contact *your* federation to discuss cancellation of *your* overall subscription.

10. Data protection act 1998

It is understood by *you* that any information provided to the *broker*, *claims administrator* and the *insurer* regarding *you* will be processed by the *broker*, *claims administrator* and the *insurer*, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties and other organisations including to monitor *our* performance, carry out research, create statistics, and prevent crime.

11. Complaints procedure

It is always the intention to provide *you* with a first class service.

Administration and sales process issues

If *you* are not happy with the administration or sales process please contact the *broker* using the details on page 1 of this document. They will reply within 5 working days from when *your* complaint is received. If it is not possible to give *you* a full reply within this time (for example because a detailed investigation is required) the *broker* will give *you* an interim response telling *you* what is being done to deal with *your* complaint, when *you* can expect a full reply and from whom. In most cases *your* complaint will be resolved within four weeks.

If it will take them longer than four weeks they will tell *you* when *you* can expect an answer. If the *broker* has not given *you* an answer in eight weeks they will tell *you* how *you* may be eligible to take *your* complaint to the Financial Ombudsman Service for review.

If *you* are not satisfied with the response *you* may then contact;

**The Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall, London,
E14 9SR.**

Tel: 0800 023 4567 or 0300 123 9123

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

Claim process issues

If *you* are not happy with any part of the claim process please contact *claims administrator* at the address shown on page 1 of this policy document. They will reply within 5 working days from when *your* complaint is received. If it is not possible to give *you* a full reply within this time (for example because a detailed investigation is required) they will give *you* an interim response telling *you* what is being done to deal with *your* complaint, when *you* can expect a full reply and from whom. In most cases *your* complaint will be resolved within four weeks.

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This procedure will not prejudice *your* right to take legal proceedings. However, please note that there are some instances when the FOS cannot consider complaints. More information can be found by visiting the FOS website at www.financial-ombudsman.org.uk.

12. Financial Services Compensation Scheme

The parties to this contract are covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme if any party cannot meet its obligations. Most insurance contracts are covered for 90% of the claim, without any upper limit. *You* can get more information about the compensation scheme arrangements by contacting the FSCS by telephone 020 7892 7300 or by visiting their website at www.fscs.org.uk.