

LPF Trusts Mobile Phone Insurance terms and conditions



Arranged exclusively for the trustees of LPF Trusts 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 LPF Trusts 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, 13-21 High Street, Guildford, Surrey, GU1 3DG. Authorised and regulated by the Financial Conduct Authority under number 305814, 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 0344 412 0982 or email PW.InsuranceServices.UK@Brightstar.com. 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 repair or 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 repair or replace **your mobile phone**. Replacement may be with a refurbished unit or a functionally equivalent product. If the **claims administrator** replaces **your mobile phone**, *your* original item becomes the *insurer's* property and the replacement **mobile phone** is *your* property, with coverage for that item continuing for the remaining **period of insurance**. 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 means the single hand portable cellular telephone that is no more than 8 years old at the time of an incident and has a fully functioning SIM card.

Period of insurance means the insurance commences on the same date as specified in *your* LPF Trusts 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 phone ownership means that in the event of a claim the **claims administrator** will request evidence that the **mobile phone** is solely and currently used by *you* and that *you* can support ownership with a proof of purchase or similar document. Where the purchase receipt is not available **we** will consider **your mobile phone** bill if it links *your* phones **IMEI** and *your* details or other similar evidence of current phone usage supporting *your* 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 LPF Trusts, 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. 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 a SIM card other than in respect of a valid **theft** claim where *your* SIM 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 £75 of each and every claim.
2. any claim resulting from terrorism, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.
3. any claim directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. any claim resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
5. loss, damage or liability arising from pollution or contamination.
6. any damage deliberately caused by or arising from a criminal act committed by **you**, or by any other person living with **you**.
7. any claim where **proof of ownership** is not provided.
8. any **mobile phone** older than 8 years at the time of the incident as evidenced by the relevant **proof of ownership**.
9. any accessories.
10. 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**.
11. any claim not complying with the claims procedure in section 8 of this policy document.
12. any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of 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.
13. any claim where the **IMEI number** cannot be determined.
14. any claim arising from abuse, misuse or neglect by **you**.
15. **mobile phones** which have been confiscated, reclaimed or otherwise taken back by a valid authority or body.
16. any cost of reinstating downloads, ring tones, graphics, pictures, apps, music or any other content. It is highly recommended that **you** back up **your mobile phone** regularly to minimise any loss of information.

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 **you** make a fraudulent claim under this insurance contract, the **Insurer**:

- a) Is not liable to pay the claim; and
- b) May recover from the Insured any sums paid by the **Insurer to you** in respect of the claim; and
- c) May advise **you** that the contract has been terminated with effect from the time of the fraudulent act.

The **Insurer** shall not be liable in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is an occurrence which gives rise to the **Insurer's** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and the **Insurer** need not return any of the premiums **you** have paid.

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** on **0344 412 0982** or email PW.InsuranceServices.UK@Brightstar.com 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 accidental 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**.

Sending your Mobile Phone to the Claims Administrator

- Before sending **your** damaged **Mobile phone** please ensure that **you** have removed any personal information, saved any documents that **you** may want to keep or transfer and have unlocked the device so that **our** Claims Technicians can investigate the damage. If the damage is significant and **you** are unable to remove any password control or locking please advise the **claims administrator**. Please deactivate FindmyiPhone or similar functions from **your mobile phone**.

Replacement Equipment

This is not a new for old Insurance. In the event that **your** claim is authorised and **your mobile phone** is considered, by the **claims administrator**, to be beyond economical repair, we will replace it with a fully refurbished or new **mobile phone at our** discretion. **We** will endeavour to replace **your mobile phone** with the same make, model and colour however this may not always be possible. In the event that the exact make, model or colour is not available or economical a **mobile phone** of a different colour, comparable specification or equivalent value will be provided.

If **your** claim was for **theft** or loss of **your** original **mobile phone** and it is recovered after a replacement had been provided, the original **mobile phone** must be returned to the Administrator as this is **our** property. If the original equipment is not sent to **us** upon request **you** will be invoiced for the replacement.

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. Privacy and data protection notice

For the purposes of this section We means Brightstar Insurance Services BV and AmTrust Europe Limited

1. DATA PROTECTION

AmTrust Europe Limited and Brightstar Insurance Services BV (the data controllers) are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which we process your personal data, for more information please visit our website at www.amtrusteurope.com

For more information about how We process your personal data, please see the relevant websites below:

- AmTrust Europe Limited – www.amtrusteurope.com
- Brightstar Insurance Services - <https://www.brightstar.com/privacy/>

2. HOW WE USE YOUR PERSONAL DATA

We may use the personal data we hold about you for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide you with information, products or services that you request from us or which we feel may interest you. We will also use your data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations.

3. SENSITIVE PERSONAL DATA

Some of the personal information, such as information relating to health or criminal convictions, may be required by us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in our notice.

4. DISCLOSURE OF YOUR PERSONAL DATA

We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These include our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaux, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

5. INTERNATIONAL TRANSFERS OF DATA

We may transfer your personal data to destinations outside the European Economic Area ("EEA"). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely and in accordance with the Legislation.

6. YOUR RIGHTS

You have the right to ask us not to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of your data, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

7. RETENTION

Your data will not be retained for longer than is necessary, and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning our use of your personal data, please contact **The Data Protection Officer, AmTrust International - please see website for full address details.**

11. Period of Insurance

This is a monthly policy which commences on the date specified in **your** LPF Trusts benefits policy schedule.

12. 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 following contact details:

**Philip Williams & Co Insurance,
Management, 35, Walton Road, Stockton Heath,
Warrington,
Cheshire,
WA4 6NW**

Telephone number: 01925 604421

The **broker** will contact **you** within five days of receiving **your** complaint to inform **you** of what action **they** are taking. **They** will try to resolve the problem and give **you** an answer within four weeks. If it will take them longer than four weeks **they** will tell **you** when **you** can expect an answer.

Alternatively, at any stage, **you** may have the right to contact the Financial Ombudsman Service who can review complaints from 'eligible complaints' which includes private individuals and sole traders and small partnerships with a yearly turnover of less than £1 million. Further information can be found at: : <http://www.financial-ombudsman.org.uk/default.htm>

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

Tel: 0800 023 4567 - UK landline

Tel: 0300 123 9 123 - UK mobile

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 five days of receiving **your** complaint to inform **you** of what action **they** are taking. **They** will try to resolve the problem and give **you** an answer within four weeks. If it will take them longer than four weeks **they** will tell **you** when **you** can expect an answer.

Alternatively, at any stage, **you** may have the right to contact the Financial Ombudsman Service as described above.

This complaints procedure does not affect any legal right **you** have to take action against **us**.

13. 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.