

ZUGAR
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GADGET
COVER

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Policy definitions

Some words have a special meaning in this **policy**. They are listed below. Whenever a word with a special meaning is used in this **policy**, it will be printed in bold type.

Accessories means any item that **you** may attach or connect to **your gadget** such as, but not limited to headphones, chargers, protective cases and carrying cases.

Accidental damage means physical damage caused by a sudden and unexpected event (including malicious damage, damage to screens and damage resulting from contact with water and other liquids) that prevents **your gadget** from meeting its designed function.

Accidental loss means that **your gadget** has been accidentally left by **you** in a location (other than **your home**) and **you** are permanently deprived of its use.

Breakdown means the failure of any electrical or mechanical component in **your gadget** due to a sudden and unforeseen fault, which causes **your gadget** to stop working in the way the manufacturer intended, and which requires repair or replacement before **your gadget** can be used again.

Certificate of insurance means the most recent certificate of insurance **we** issued to **you**.

Claims administrator means The Replacement Service Ltd who are authorised by **us** to act on **our** behalf in respect of claim services.

Course means a recognised programme of study of further or higher education which **you** attend on a full or part time basis throughout the academic year during the **policy period** and for which completion is essential to achieve a formal qualification.

Deferred period means a period of 7 days when there is no cover under this **policy**. This period applies immediately after the Effective Date shown on **your certificate of insurance**.

Evidence of ownership means a document to provide proof that the **gadget you** are claiming for is owned by **you**. Such evidence may be any of the following (but not limited to) a copy of the receipt, a gift receipt or, (if the **gadget** is mobile phone or smart phone (including iPhones)), confirmation from **your** network provider that the mobile phone or smart phone (including iPhones) has been used by **you**.

Gadget means portable electronic item(s) insured by this **policy** which belongs to **you**, as evidenced by **proof of purchase** or **evidence of ownership**, which are no more than 36 months old at the time this **policy** was first inceptioned.

For the purpose of this definition, a gadget can be any of the following items:

Digital cameras, e-readers, laptops (including MacBook's), mobile phones, PDA's, portable gaming consoles, satellite navigation devices, smart phones (including iPhones), tablets/phablets (including iPads) and wearable technology (such as a smart watches or health and fitness trackers).

Such items must have been:

- purchased as new in the **United Kingdom**; or
- purchased as refurbished in the **United Kingdom** direct from the manufacturer or network provider; or
- obtained from **our claims administrator**.

The gadget must be in good condition and full working order at the time this **policy** was first inceptioned.

Home means **your** residence shown on **your certificate of insurance**.

Immediate family means **your** mother, father, son, daughter, spouse, or domestic partner who permanently resides at the same address as **you** as shown on **your certificate of insurance**.

Policy means the policy booklet, **your certificate of insurance**, the **statement of fact** and any endorsements issued from time to time.

Policy excess means the amount **you** will be required to pay per item towards each claim **you** make under this **policy** and which will be detailed on **your certificate of insurance**.

Policy period means the period of cover shown in **your** most recent **certificate of insurance**.

Premium means the amount **you** pay for this **policy**. This is shown in **your certificate of insurance**.

Proof of purchase means an original receipt and any other documentation required to prove **your gadget** was either:

- purchased as new in the **United Kingdom**; or
- purchased as refurbished in the **United Kingdom** direct from the manufacturer or network provider.

This must show the date of purchase, make, model, IMEI/Serial number of **your gadget**.

Proof of usage means evidence that **your gadget** has been in use since this **policy** began. Where **your gadget** is a mobile phone or smart phone (including iPhones), this information can be obtained from **your** network provider. For any other **gadget**, in the event of an **accidental damage** or **breakdown** claim, this can be verified if requested by **us** when **your gadget** is sent to **our** repairers for inspection.

Start date means the date cover starts, as shown on **your certificate of insurance**.

Statement of fact means the document sent to **you** detailing the answers to any questions **we** or ZugarZnap has asked **you** when **we** accepted this insurance or following any subsequent amendment to **your** cover, whichever is the more recent.

Student means any person registered on a full or part time **course** at a recognised educational establishment of further or higher learning.

Terrorism means any act involving the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with an organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public in fear or any act or failure to act in controlling, preventing or suppressing terrorism.

Theft means the unlawful taking of **your gadget** against **your** will by another party, with the intent to permanently deprive **you** of that property, or burglary by forcible and violent entry, or the removal of **your gadget** by forcible and violent means against **your** person.

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

United Kingdom means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Virus means any type of malicious code or program written to adversely alter the way **your gadget** operates, or to prevent **your gadget** from working.

We, our and **us** means Great American International Insurance DAC.

You and **your** means the person named as the policyholder on **your certificate of insurance**.

Policy summary

The purpose of this **policy** summary is to help **you** understand the insurance by setting out the significant features, benefits, limitations and exclusions. **You** still need to read the full **policy** for a full description of the terms of the insurance.

Significant features and benefits

- Portable electronic **gadget(s)** owned by **you** are covered up to a limit of £2,000 (this is the maximum amount payable during the **policy period** of 12 months).
- A gadget can be any of the following items - digital cameras, e-readers, laptops (including MacBook's), mobile phones, PDA's, portable gaming consoles, satellite navigation devices, smart phones (including iPhones), tablets/phablets (including iPads) and wearable technology (such as a smart watches or health and fitness trackers).
- There is no requirement to individually list **your gadgets** to be insured, however **you** must be able to provide **evidence of ownership** or **proof of purchase** and **proof of usage** in the event **you** make a claim.
- The core cover includes **accidental damage, accidental loss, breakdown** and **theft** all as standard. Cover also includes, again as standard:
 - **Accessories** up to £50;
 - Business use (providing **you** own the **gadget** as a private individual);
 - Unauthorised use of an e-Wallet facility on **your gadget** up to £50 following **theft**;
 - Unauthorised calls, texts or data use up to £500 following **theft** or **accidental loss**;
 - Student use in university halls/residences and schools;
 - Worldwide cover for up to 120 days (replacement or repair must be carried out in the **United Kingdom**).
- There is no limit to the number of claims **you** can make (up to a maximum payment limit of £2,000).

Significant or unusual exclusions or limitations

- There is a **deferred period** of 7 days when there is no cover under this **policy**. A **deferred period** applies after the Effective Date shown on **your certificate of insurance**.
- This is not new for old insurance – repairs may be with refurbished or unbranded parts and replacements are likely to be refurbished items (they will be provided with a twelve month warranty).
- If the claim limit of £2,000 is reached, this **policy** will be cancelled. No further cover will be provided.
- A **policy excess** of £50 in respect of the first two claims applies increasing to £75 in respect of the third claim and £100 for any other claim **you** make.
- **We** only insure **gadgets** that are no more than 36 months old at the time this **policy** was first inceptioned and they must have been either purchased as new in the **United Kingdom** or purchased as refurbished in the **United Kingdom** direct from the manufacturer or network provider.
- Laptops (including MacBook's) are not covered in respect of **accidental loss** or **breakdown**.
- In the event of **theft** or **accidental loss**, **you** must (where applicable) report the **theft** or **accidental loss** to **your** network provider and blacklist **your** handset/item.
- In the event of **theft**, **you** must report the **theft** to the police within 24 hours of **your** discovery of the incident.
- If **your gadget** is lost, **you** must obtain a lost property reference from the police or a lost property reporting service which is accredited by the police, such as www.checkmend.com or www.reportmyloss.com and register a lost item.

Important information about your Gadget Policy

Who are ZugarZnap?

This **policy** has been arranged on **your** behalf by ZugarZnap Group Ltd (ZugarZnap), whom act as the administrator of this Gadget Policy.

Any **premium** ZugarZnap collect or refunds ZugarZnap make to **you** will be on behalf of **us**.

You can contact ZugarZnap by email at help@zugarznap.com.

ZugarZnap is an appointed representative of Oddie Dalton & Co Ltd.

Oddie Dalton & Co Ltd is authorised and regulated by the Financial Conduct Authority (FCA). Registered number 306267. **You** can check this on the Financial Services Register by visiting www.fsa.gov.uk/register or by contacting the FCA on 0800 111 6768.

Oddie Dalton & Co Ltd are registered in England number 01090813 and their registered office is 124 Melton Road, West Bridgford, Nottingham, NG2 6EP.

Who is your Insurer?

This **policy** is underwritten by Great American International Insurance DAC (also referred to as **we**, **our** and **us**).

We are authorised and regulated by the Central Bank of Ireland and registered in Ireland at Station House, Dublin Road, Malahide, Co Dublin, Ireland. Company Registration Number 380145.

In respect of business in the **United Kingdom**, **we** are regulated by the Financial Conduct Authority (number 402274) for conduct of business rules. This can be confirmed at <http://www.fca.org.uk/register> or by contacting the Financial Conduct Authority on 0800 111 6768.

What type of cover is provided?

This **policy** provides insurance against physical damage (including **accidental damage**, **accidental loss**, **breakdown**, and **theft**) to **your gadget(s)**.

If **your gadget** is damaged or breaks down **we** will either repair **your gadget** (where possible) or provide a replacement item. If **your gadget** is lost or stolen, **we** will provide a replacement item.

Repairs will be made using readily available parts, which may be refurbished or unbranded. If **your gadget** cannot be repaired, **we** will provide a replacement item.

This is not a new for old insurance. **We** will attempt to replace **your gadget** with a fully refurbished item of the same make, specification, age and condition, but it may not be the same colour. If a fully refurbished item is unavailable **we** will replace **your gadget** with an identical new item.

In the unlikely event that this is not possible, **our claims administrator** will provide **you** with a fully refurbished or new item of a comparable specification or the equivalent value, taking account of the age and condition of **your gadget** immediately before **your** claim. If **we** provide a refurbished item, it will be provided with a twelve month warranty.

What is the excess?

A **policy excess** must be paid by **you** in respect of each and every valid claim for each and every **gadget** being claimed for under each incident.

The **policy excess** amount is dependent on the number of valid claims made as specified below:

First Claim	£50 each and every gadget
Second Claim	£50 each and every gadget
Third Claim	£75 each and every gadget
All other Claims	£100 each and every gadget

Who is eligible for cover?

To be eligible for this **policy**, the following statements must be true to the best of **your** knowledge:

- **You** are a **student**;
- **You** are a UK (England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man) resident;
- **You** are aged 18 or over;
- **You** own **your gadget(s)** that are to be insured;
- **Your gadget(s)** are in good condition and full working order at the time this **policy** was first incepted;
- **You** have not had any insurance refused, cancelled or declared null or void; and
- **You** have not been convicted of any criminal offence (other than motoring convictions) or have any prosecution or police enquiry pending (any convictions spent under the Rehabilitation of Offenders Act 1974 do not need to be disclosed).

Who is insured under this policy?

This **policy** covers **gadget(s)** owned by **you**.

What type of gadgets are covered?

This **policy** covers portable electronic item(s) which belong to **you**, as evidenced by **proof of purchase** or **evidence of ownership**, which are no more than 36 months old at the time this **policy** was first incepted.

A gadget can be any of the following items:

Digital cameras, e-readers, laptops (including MacBook's), mobile phones, PDA's, portable gaming consoles, satellite navigation devices, smart phones (including iPhones), tablets/phablets (including iPads) and wearable technology (such as a smart watches or health and fitness trackers).

Such items must have been:

- purchased as new in the **United Kingdom** or;
- purchased as refurbished in the **United Kingdom** direct from the manufacturer or network provider;
- obtained from **our claims administrator**.

The gadget must be in good condition and full working order at the time of initial purchase of this **policy**.

What is the limit payable under this policy?

There is no limit to the number of claims **you** can make during the 12 month period of this **policy**, however the total value of all claims made in any 12 month period of insurance cannot exceed an accumulative total as shown in **your certificate of insurance**.

Do I need to specify what items are covered?

You do not need to specify **your gadget(s)**, however they must be in good working order prior to incepting cover and **you** must be able to provide **proof of purchase** or **evidence of ownership** and proof of usage in the event of a claim.

What is reasonable care?

We will consider the individual circumstances surrounding **your** own claim when deciding whether or not **you** have taken reasonable care of **your gadget**, and whether or not **your** claim can be accepted.

We cannot list all reasons why **your** claim may not be paid. However, if **you** knowingly take a risk with **your gadget**, **we** may not pay **your** claim.

We have provided some examples below of where **we** would consider **you** to have knowingly taken a risk with **your gadget**:

- in a cafe or pub, **you** leave **your gadget** on the table when **you** go to the counter, the bar or the toilet instead of taking it with **you**; or
- **you** leave **your gadget** on a bench in the changing rooms at the gym rather than taking it with **you** or locking it in a locker.

What is the duration of the contract?

This **policy** will run for 12 months unless **you** or **we** choose to cancel. It is renewable on an annual basis. **You** should regularly review to ensure that this **policy** continues to provide **you** with adequate cover.

Your demands and needs?

By purchasing this **policy**, **you** will have come to **your** own decision as to whether it meets **your** particular demands and needs for insuring **your gadget(s)**. **You** have therefore decided to proceed with this **policy** at the cost and terms indicated on a non-advised sales basis, which means that no advice on the suitability of this **policy** has been given to **you** by **us** or ZugarZnap.

Your cancellation rights?

If **you** decide that this **policy** is not right for **you**, all **you** need to do is tell ZugarZnap within 14 days of **your** cover starting or renewing or when **you** receive the policy documents. **We** will refund any **premium you** have paid, unless **you** have made a claim.

You can read more details about cancelling this **policy** after 14 days in the *Cancelling your policy* part of this **policy** shown on page 14.

Making a claim?

To make a claim, please call **our claims administrator** on 01905 691100. Lines open 9am to 5.30pm to Monday to Friday.

They will register **your** claim straight away, explain the claims process and answer any queries **you** may have, which will be conveyed to **you** by text and/or email after the call.

Alternatively, **you** can view the claims process online and complete the claim notification form at www.zugarznap.com/auth/login or email them at zz@trclaims.co.uk and ask them to contact **you**.

You can read more details about making a claim and what conditions apply in the *How to make a claim* and *Claims conditions* part of this **policy** shown on pages 12 and 13.

Complaints procedure?

ZugarZnap hope that **you** will be very happy with the service provided to **you**. However if for any reason **you** are unhappy with it, ZugarZnap would like to hear from **you**.

Please contact ZugarZnap by email at help@zugarznap.com

Full details of the complaints procedure can be found in the *Complaints procedure* part of this **policy** shown on page 22.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligations.

Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk>.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions **we** may ask **you** as part of **your** application for cover under this **policy**.

You must make sure that all information supplied as part of **your** application for cover is true and correct and tell **us** of any changes to the answers **you** have given as soon as possible. Failure to provide answers in line with the requirements of the Act may mean that this **policy** is invalid and that it does not operate in the event of a claim.

Economic or trade sanctions

No cover or benefit shall be provided and no sum shall be payable under this **policy** to the extent that providing or paying it would directly or indirectly put **us** or **our** ultimate parent company in breach of any applicable economic or trade sanction laws or regulations.

Contract of insurance

This **policy**, together with any amendment to cover notice and **your** agreement to pay the **premium**, is an agreement between **you** and **us**.

This **policy** and any amendment to cover notice explain in detail the cover as well as **your** responsibilities and any conditions **you** must comply with.

If endorsements apply, they will be listed on **your certificate of insurance**. An endorsement changes the **policy** terms and conditions. Specific details will either be on **your certificate of insurance** or will be sent to **you** separately.

Please read this **policy** and any amendment to cover notice carefully to ensure that **you** understand them and to ensure that they have been prepared in accordance with the cover **you** have requested. If anything is missing or incorrect **you** should inform ZugarZnap as soon as possible.

We recommend that **you** keep a record, including copies of letters, of all information supplied in connection with **your** insurance.

Unless agreed otherwise, **we** will communicate with **you** in English.

At the renewal of this **policy**, **you** will be provided with an updated **certificate of insurance**. If **we** have made any changes to the cover provided under this **policy**, **you** will receive either an amendment to cover notice or a new policy booklet.

How to make a claim

To make a claim, please call **our claims administrator** on 01905 691100. Lines open 9am to 5.30pm to Monday to Friday.

They will register **your** claim straight away, explain the claims process and answer any queries **you** may have, which will be conveyed to **you** by text and/or email after the call.

Alternatively, **you** can view the claims process online and complete the claim notification form at www.zugarznap.com/auth/login or email them at zz@trsclaims.co.uk and ask them to contact **you**.

Important steps you must take to make a claim

Until **we** have all the required information **we** will not be able to proceed:

1. All claims must be reported to **our claims administrator** as soon as possible but in any event, within 14 days of **you** becoming aware of an incident. **You** must provide at **your** own expense, any information and assistance which **our claims administrator** may require in establishing the amount of any payment under this **policy**;
2. **You** must report the **accidental loss** or **theft** of **your gadget** to **your** network provider within 24 hours of **your** discovery and blacklist **your** handset/item where this is applicable;
3. Report any **theft** to the police within 24 hours of **your** discovery of the incident. **You** must provide **our claims administrator** with a crime reference number in support of a **theft** claim. If **we** are unable to verify the crime reference number **we** will request a Police report;
4. If **your gadget** is lost, **you** must obtain a lost property reference from the police or a lost property reporting service which is accredited by the police, such as www.checkmend.com or www.reportmyloss.com and register a lost item. There may be a small cost involved in doing this which **you** will need to pay. If **your** claim is successful then **we** will reimburse this cost;
5. **You** must provide **proof of purchase** or **evidence of ownership** and **proof of usage** of **your gadget** to support any claim, and any other receipts or documents that **we** may request. If **you** cannot provide **proof of purchase** or **evidence of ownership** and **proof of usage**, **your** claim will not be valid.

Other duties

1. When returning any items in order for repair to be carried out, please ensure that **you** have removed:
 - i. SIM or memory card, any other **accessories** or any items that do not relate to the repair such as the manual or box as these will not be returned; and
 - ii. removed any locking mechanism (e.g. 'Find My iPhone) before **you** send **your** device to **us**.

If this isn't removed this will affect the processing of **your** claim and the handset may be returned to **you** for the block to be removed before the claim can be assessed.

We may not be able to complete a claim until **we** can confirm the security features have been removed.

2. Where possible **you** should make a back-up and delete any data stored on the device as it may be wiped as part of the repair process, or in case **we** can't make a repair and need to send **you** another replacement phone.

General claims conditions

This part of this **policy** details the claims terms and conditions which form part of this **policy**.

Abandonment

You cannot abandon **your gadget(s)** to **us** without **our** prior agreement, or to a third party unless **we** agree.

Access

You must give **us** (or **our** appointed representatives/suppliers) access to, or allow inspection of the damaged **gadget(s)**.

Enforcing your rights

We may at **our** expense and in **your** name take any steps necessary to enforce **your** rights against any other person either before or after **we** pay a claim. To help **us** in doing so **you** must give **us** any information or assistance **we** may require.

Excess

Before any claim can be settled by **us** **you** must pay the **policy excess** to **our claims administrator**.

Fraud

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this **policy** or return any **premium** to **you**.

Insurable interest

We will not pay for any damage to **your gadget** in which **you** do not have an insurable interest at the time of the loss.

Joint insured

If there is more than one policyholder named in **your certificate of insurance**, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

Loss minimisation

You must take reasonable action to minimise the damage and damaged items must be kept and made available to **us** on request.

Other insurance

If **you** have other insurance that provides the same or similar types of cover, **you** must tell **us** when **you** make a claim.

Salvage

If **we** replace **your gadget** the ownership of the damaged or lost **gadget** transfers to **us**.

Following any settlement if any **gadget** is subsequently found or recovered then **you** must notify **us**

and send it to **us** unblocked if **we** ask **you** to do so.

Cancelling your policy

To cancel **you** should contact ZugarZnap by email at help@zugarznap.com.

If **you** cancel within the first 14 days any **premium you** have paid will be refunded, unless **you** have made a claim.

This 14 day period starts on the day **you** receive the policy documents or the day the **policy** starts, whichever is the later.

If **you** decide not to continue with this **policy** after that, **you** may cancel at any time by notifying ZugarZnap in writing of the future date on which the cancellation is to take effect.

Any return **premium** will be calculated on a pro-rata basis provided that no claim has been made or is pending during the current **period of insurance** and ZugarZnap reserve the right to charge an administration fee of £25.

You will be advised in writing if an administration charge is due and the reason for such administration charge.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance** a **premium** refund may not be given.

We may cancel this **policy** at any time by giving **you** 14 days written notice by email at **your** last known email address. Any return **premium** will be calculated on a pro-rata basis (other than where *the General claims condition* entitled Fraud applies where no return **premium** will be given) and will depend upon any claims made by **you**.

What is covered?

This **policy** covers **you** against physical damage (as described under *Heads of cover* part of this **policy** shown on pages 16 and 17) to **your gadget(s)** anywhere in the **United Kingdom** unless stated otherwise in this **policy** or an exclusion applies.

Limit of liability

The most **we** will be liable to pay in meeting all claims under this **policy** during any one **policy period** is shown in **your certificate of insurance**.

Loss payment options

We will decide if **we** repair or replace or issue cash settlement for any lost or damaged item. In the event of a loss abroad any replacement item will be sent to **your home** address.

Basis of settlement

Repairs will be made using readily available parts, which may be refurbished or unbranded. If **your gadget** cannot be repaired, **we** will provide a replacement item as below.

This is not a new for old insurance. **We** will attempt to replace **your gadget** with a fully refurbished item of the same make, specification, age and condition, but it may not be the same colour. If a fully refurbished item is unavailable **we** will replace **your gadget** with an identical new item.

In the unlikely event that this is not possible, **our claims administrator** will provide **you** with a fully refurbished or new item of a comparable specification or the equivalent value, taking account of the age and condition of **your gadget** immediately before **your** claim. If **we** provide a refurbished item, it will be provided with a twelve month warranty.

Heads of cover

Accessories

In the event of a claim being agreed by **us** in respect of **your gadget**, **we** will replace any **accessories** damaged, stolen or lost at the same time as **your gadget** up to a maximum of £50.

If **we** replace **your gadget** with a different make or model and this means that **you** can no longer use **your** existing **accessories**, **we** will replace with similar **accessories**, up to a maximum value of £50, providing the **accessories** are returned to **us**.

Accidental damage

We will repair or replace **your gadget** if it is damaged as the result of **accidental damage**.

In addition to claims excluded under the *What is not covered?* part of this **policy**, **we** will not pay for **accidental damage** caused by:

1. deliberate damage or neglect of **your gadget**;
2. failure on **your** part to follow the manufacturer's instructions;
3. routine servicing, inspection, maintenance, servicing or cleaning; or
4. cosmetic damage of any kind including scratches, chips or dents.

Accidental loss

We will replace **your gadget** in the event of **accidental loss**.

In addition to claims excluded under the *What is not covered?* part of this **policy**, **we** will not pay for **accidental loss** where:

1. **your gadget** is a laptop (including MacBook); or
2. the circumstances of the loss cannot be clearly identified, i.e. where **you** are unable to confirm the time and place of the loss.

Breakdown

We will repair or replace **your gadget** if it is damaged as the result of **breakdown**.

In addition to claims excluded under the *What is not covered?* part of this **policy**, **we** will not pay for **breakdown**:

1. occurring during any warranty or guarantee period;
2. failure on **your** part to follow the manufacturer's instructions;
3. to **gadget(s)** over 36 months old as evidenced by the **proof of purchase**; or
4. where **your gadget** is a laptop (including MacBook).

Business use

You will be covered if **you** are using **your gadget(s)** at work or for business use.

In addition to claims excluded under the *What is not covered?* part of this **policy**, **we** will not pay for **gadget(s)** owned by any business or purchased through any business account.

E-Wallet

If **your gadget** is stolen, and the **theft** is covered by this **policy**, **we** will refund the cost of unauthorised transactions made from **your** credit/debit card via **your gadget**, after it was stolen, using an e-Wallet facility (providing an e-Wallet PIN has been set for all transactions), up to a maximum of £50, within 24 hours of discovering the **theft** of **your gadget**.

This cover will only apply if there is no protection from such losses from **your** bank or card provider.

Unauthorised calls, texts or data use

If **your gadget** is lost or stolen, and the **theft** or **accidental loss** is covered by this **policy**, **we** will refund the cost of any calls, texts or data used after the time it was lost or stolen to the time it was blacklisted by **your** airtime provider, up to a maximum of £500. Itemised bills must be provided to support **your** claim.

In addition to claims excluded under the *What is not covered?* part of this **policy**, **we** will not pay for any unauthorised calls, texts or data use where the **theft** or **accidental loss** has not been reported to

your airtime provider within 24 hours of the **theft** or **accidental loss** occurring.

This cover will only apply if there is no protection from such losses from **your** network provider.

Student use

You will be covered if **you** are using **your gadget(s)** within university halls/residences and schools.

Theft

We will replace **your gadget** in the event of **theft**. Where only part or parts of **your gadget** have been stolen **we** will only replace that part or parts.

In addition to claims excluded under the *What is not covered?* part of this **policy**, **we** will not pay for **theft**:

1. where the **theft** has occurred from any motor vehicle, unless concealed in a locked boot, locked glove compartment or other locked internal compartment and all the vehicle's windows and doors were closed and locked and all security systems had been activated so that forced and violent entry into the vehicle is required;
2. from any premises or building unless force, resulting in damage to the premises or building was used to gain entry or exit; or
3. where **your gadget** has been left **unattended** when it is away from **your home**.

Worldwide cover

You will be covered if **you** are using **your gadget(s)** outside the **United Kingdom** for up to a maximum of 120 days, in any continuous 12 month period.

A replacement or repair can only be dealt with once **you** are back in the **United Kingdom** and all repairs must be carried out by a repairer approved and instructed by **us**.

In addition to claims excluded under the *What is not covered?* part of this **policy**, **we** will not pay for damage occurring in either Cuba or Iran.

What is not covered? (Exclusions) **You** are not insured for:

Acts of war

damage caused by or resulting from war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Confiscation

damage due to confiscation, requisition or destruction by order of any government, public or local authority.

Data or software

any loss of or damage to information, data or software contained in or stored on **your gadget**.

Defects

damage caused by a manufacturing defect or a **gadget** recall.

Deferred period and outside of the policy period

any incident occurring in the **deferred period** or outside the **policy period**. **Your gadget** must not have been lost, stolen or damaged before the purchase of this insurance.

Deliberate or criminal acts

damage caused by or resulting from criminal acts, deliberate acts or deliberate omissions, by **you** or anyone acting on **your** behalf.

Gadget criteria

any claim for an item that does not meet the definition of **gadget**.

Liability

liability of whatsoever nature arising from ownership or use of **your gadget**, including any illness or injury resulting from it.

Loss of use

any expense incurred as a result of not being able to use **your gadget**, or any loss other than the repair or replacement costs of **your gadget**.

Malicious damage

any claim for malicious damage which was caused by **you** or **your immediate family**.

Misappropriation

damage caused by the taking or other misappropriation of **your gadget** from **you** by a member of your immediate family.

Non-authorised repairs

any repairs or other costs for repairs carried out by anyone not authorised by **us**.

Nuclear hazard

damage caused directly or indirectly by nuclear reaction, radiation, or biological, chemical, or radioactive contamination, regardless of how it was caused.

Policy excess

the amount stated in the certificate of insurance as the **policy excess** in respect of each and every claim for which **you** are indemnified by this **policy**.

Possession

any claim (other than malicious damage) when **your gadget** was in the possession of any third party (other than a member of **your immediate family**) at the time of the event giving rise to the claim.

Proof of purchase and proof of usage

any claim where **you** are unable to provide **evidence of ownership** or **proof of purchase** and **proof of usage** of **your gadget**.

Reconnection costs

reconnection costs or subscription fees of any kind.

Serial number

any claim where the serial number for **your gadget** or the IMEI number for a mobile phone or smart phone (including iPhones) has been removed or tampered with in any way.

SIM card

your SIM card, or the **theft, accidental loss** or **breakdown** of a mobile phone or smart phone (including iPhones) or **gadget** designed to use a SIM card, if a SIM card registered to **you** or **your immediate family** was not in **your** mobile phone or smart phone (including iPhones) or **gadget** at the time of the incident.

Terrorism

damage directly or indirectly caused by **terrorism**.

Unidentifiable fault

any labour or other charges incurred where a fault cannot be found with **your gadget**.

Valued Added Tax

Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.

Virus

damage caused by a **virus**.

Wear and tear

damage caused by wear and tear, rusting or climatic conditions or other deterioration due to normal use or exposure including gradual deterioration of performance.

General conditions

This part of this **policy** details the general terms and conditions which form part of this **policy**.

Assignment

You cannot transfer **your** interest in this **policy** to anyone else.

Change in risk

You must notify ZugarZnap if **you** have any criminal convictions or pending prosecutions (except motoring offences).

You must also notify ZugarZnap if any of the information contained in **your certificate of insurance** or **statement of fact** is incorrect or has changed.

We reserve the right to amend the conditions of this **policy** and the **premium** within 14 days of being notified of any changes.

Failure to notify ZugarZnap may invalidate this **policy** or may result in any loss not being covered under this **policy**.

Choice of law

This contract will be governed by English Law, and you and we agree to submit to the exclusive jurisdiction of the courts of England and Wales, unless you reside in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction.

Contracts (Rights of Third Parties) Act

You and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this insurance which that person would not have had for the Contract (Rights of Third Parties) Act 1999.

Currency

All financial transactions under this **policy** including **premium** and claim payments shall be effected in pounds sterling in the **United Kingdom**.

Data protection notice

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of any applicable data protection legislation and guidelines, for the purpose of providing insurance and handling claims, which may necessitate providing such information to third parties.

We may transfer **your** information in confidence to other countries and jurisdictions on the basis that anyone to whom **we** pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

Premium payment

If the **premium** is not paid when due, this **policy** will be considered void and of no effect. **We** will not pay any claim under this **policy** unless **you** have paid the **premium**.

Reasonable care

You must take all reasonable steps to minimise the risk of damage to **your gadget(s)**.

We will consider the individual circumstances surrounding **your** own claim when deciding whether or not **you** have taken reasonable care of **your gadget**, and whether or not **your** claim can be accepted.

We cannot list all reasons why **your** claim may not be paid. However, if **you** knowingly take a risk with **your gadget**, **we** may not pay **your** claim.

We have provided some examples below of where **we** would consider **you** to have knowingly taken a risk with **your gadget**:

- in a cafe or pub, **you** leave **your gadget** on the table when **you** go to the counter, the bar or the toilet instead of taking it with **you**; or

- **you** leave **your gadget** on a bench in the changing rooms at the gym rather than taking it with **you** or locking it in a locker.

Renewal

We may automatically renew this **policy** when it expires unless:

- **you** tell **us** that **you** do not want to renew; or
- **we** decide not to offer **you** renewal terms.

We will write to **you** at least 21 days before this **policy** is due to expire to let **you** know what **you** need to do.

When the insurance ends

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

- the Expiration Date as shown in **your certificate of insurance**;
- **you** no longer live permanently in the **United Kingdom**;
- **you** fail to pay the **premium** due;
- **you** or **we** cancel this **policy**;
- **you** submit a claim knowing it to be false or a misrepresentation; or
- claim payments have been made up to the Cover Limit as shown in **your certificate of insurance**.

Complaints procedure

We always aim to treat **you** with fairness, courtesy and respect for **your** insurance needs, and keep **you** informed. This commitment extends to dealing with any complaints **you** might have in a straightforward, helpful way, as quickly as possible.

If **you** are unhappy with any element of ZugarZnap's or **our** service concerning the sale and administration of this **policy**, please contact:

The Customer Services Manager
Winchester House
Deane Gate Avenue
Taunton / Somerset
TA1 2UH
Email at help@zugarznap.com

If **you** are unhappy with the handling of **your** claim, please contact:

James Hyslop
The Replacement Service Ltd
New Alphabet House
Carden Street
Worcester
WR1 2AT

Tel: 01905 691100 or email at zzcomplaints@trsclaims.co.uk

If **you** are still not satisfied **you** may refer **your** complaint to the financial Ombudsman Service. The Financial Ombudsman Service is a free and impartial service and **your** rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above.

However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

They may be contacted at the following address:
Insurance Division, The Financial Ombudsman's Service,
Exchange Tower, London, E14 9SR. Tel: 0800 023 4567

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 ODR providers.

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

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