PROTECHGADGET

POLICY OF INSURANCE

Accidental Damage, Theft, Breakdown & Loss

ProTech Wear – Accidental Damage, Theft, Breakdown & Loss

About **Your** Insurance Welcome to Your Protech Wear Gadget Insurance Policy Document.

This insurance is designed to protect You if Your gadget is accidently damaged, stolen or deliberately damaged by another person. It also provides cover if Your gadget suffers a mechanical or electrical **Breakdown** outside of the manufacturer's guarantee period.

This insurance was arranged by Protech Wear, a trading name of Summit Insurance Services Limited who is also the policy administrator and is underwritten by Novus Underwriting Limited on behalf of Millennium Insurance Company Limited.

Summit Insurance Services Limited is authorised and regulated by the Financial Conduct Authority, Firm Reference No. 300172

Millennium Insurance Company Limited, regulated by the Gibraltar Financial Services Commission ("GFSC") under the Financial Services (Insurance Companies) Act to carry on insurance business. Reg No.82939. Its principle office is PO Box 1314, 13 Ragged Staff Wharf, Queensway Quay, Gibraltar, GX11 1AA

As Summit Insurance Services Limited acts as agent for the Insurer, monies paid to (or held by) Summit Insurance Services Limited in relation to the insurance contract are treated as having been paid to (or held by) the Insurer

Your insurance is either a 12, 24 a 36 month policy as chosen by You. **Your** policy start date and Your period of insurance are shown on Your Insurance Schedule.

Understanding **Your** Policy: Please read this policy carefully and make sure **You** understand fully and comply with its terms and conditions. Failure to do so may jeopardise the payment of any claim which might arise and could lead to the policy becoming void.

All insurance documents and all communication with **You** about this policy will be in English.

The Insurance Contract: This Policy Document and **Your Insurance Schedule** are **Your** insurance documents and together they make up the contract between **You** and **Us**. It is important that **You** read this Policy Document carefully along with **Your** Insurance Schedule so **You** can be sure of the cover provided and to check that it meets **Your** needs.

Signed by David Milner, Managing Director, Summit Insurance Services Limited

The Insurer will provide the Insurance described in this policy for the **Period of Cover** that is shown in the Insurance schedule and for any subsequent period which the Insurer and **You** may agree.

This policy will not be in force unless the correct premium has been received and it has been agreed by an authorised official of the Insurer and confirmation sent to **You** with the Insurance Schedule. The policy contains details of the Insurance cover **You** have bought, what is excluded from cover and the terms and conditions of this Insurance.

Important Information

Changes in **Your** circumstances: The policy has been issued based upon information which **You** have given to the **Insurer** about **Yourself** and **Your** insured **Equipment**. **You** must tell the **Insurer** immediately of any changes to this information including any change of address. **You** must also notify the **Insurer** if **You** have been convicted of handling stolen goods, fraud, forgery, robbery, theft or if **You** have been declared bankrupt. If **You** do not reveal any relevant information the consequences may be that the policy is void and any claim **You** have, may be invalidated.

Your legal rights:

This Insurance is in addition to **Your** legal rights and is not to be substituted for the supplier's liability if the **Equipment** is found to be unfit for the purpose for which they were intended or are not as described or are not of satisfactory quality.

Eligibility for Cover:

It is a condition precedent to **Our** liability under this insurance contract that the following matters are true and accurate:

a) **You** must be aged 16 or over at the time of purchasing this insurance.
b) **Your Equipment** must be less than 12 months old when **You** bought this insurance.
c) **Your Equipment** must not have been lost, stolen or damaged before the start date of this insurance.
d) **You** must own the **Equipment** to be insured, which must not have been purchased second hand, at auction or from an online auction website.
e) **Your Equipment** must have been purchased within the United Kingdom, the Isle of Man or the Channel Islands.
f) **Your** registered address must be in the United Kingdom, the Channel Islands or the Isle of Man, and must have been manufactured to a UK specification
g) **You** must be a permanent resident in the United Kingdom, the Channel Islands or the Isle of Man.
h) The **Equipment** to be insured cannot exceed a value of £2,000.

If **You** do not meet the eligibility requirements above, **We** will not provide any cover under this policy.

Please contact the **Administrator** as soon as possible if **You** are unable to meet the eligibility requirements, or if **You** have any queries.

Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout the policy and will appear in bold.

Accidental Damage means the unintentional, non-deliberate and unforeseen breakage or destruction of **Your Equipment** which results in the **Equipment** being unusable.

Active War means **Your** active participation in a **War** where **You** are deemed under English Law to be under instruction from or employed by the armed forces of any country.

Administrator means the party, person or company who arranged this insurance on **Your** behalf. This is Summit Insurance Services Limited, 5 Cloisters House, Cloisters Business Centre, 8 Battersea Park Road, London SW8 4BG Tel: 01788 563 100

Authorised person means: a) if **You** are an educational establishment (including a school, college or university), this means a registered employee or a student authorised to use an item of **Equipment**; and b) if **You** are a company, partnership, public or private sector organisation, government authority, charity or club, this means a registered employee.

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

Claims Administrator means MB&G Insurance Services Limited, Cobalt Business Centre, Cobalt Park Way, Newcastle, NE20 9NZ

Equipment means the item(s) insured by **Your** insurance policy, which can range from Smart Watches, Golf and many more. Please refer to **Your** Insurance Schedule for the full list of the **Equipment You** have insured. Only the **Equipment** specifically listed will be covered.

Evidence of ownership means an original purchase receipt which includes the details of an item of **Equipment** or a similar document which provides proof that **You** own the **Equipment**. The **Equipment** cannot have been purchased second hand, at auction or from an online auction website.

Insurance Schedule means the document which names **You** as the policyholder and sets out what this policy covers **You** for. It will confirm the **Period of Cover**, the items of **Equipment** insured by this policy and the **Item Sum Insured**. **Your** Insurance Schedule will be replaced whenever **You** make any changes to the policy.

Insured Event is an accidental, unexpected or unforeseen event **Your** Insurance provides cover for. Depending on the level of cover **You** have, and coverages selected, the **Insured Event**s **We** cover include: **Accidental Damage**, Theft, **Breakdown** of the **Equipment**. Please refer to **Your** Insurance Schedule for **Your** specific level of cover.

Item Sum Insured means the maximum **We** will pay in the event of a claim and in aggregate for the period of the insurance for that item of **Equipment**. This is the price **You** paid for the **Equipment** up to a maximum of £6,000.

Nuclear risks means Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Period of Cover means the period between the start date and end date stated on **Your** Insurance Schedule.

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

Violent and forcible entry means the unlawful entry to a property or vehicle which is gained by violent means. For example, by forcing open a door or breaking a window to gain access.

War means: (a) **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 assuming the proportions of, or amounting to, an uprising, military or usurped power, or (b) Any act of terrorism, or (c) Any act of **War** or terrorism involving the use of, or release of, a threat to use any nuclear weapon or device or chemical or biological agent.

You/Your/Yourself means the individual or business specified on the Insurance Schedule who owns the insured **Equipment**, applied for this insurance and has paid the appropriate premium.

We/Us/Our/Insurer means Novus Underwriting Limited on behalf of Millennium Insurance Company Limited.

WHAT IS INSURED

If an **Insured Event** occurs within the territorial limits as a result of any cause that is not excluded by this policy, the **Insurer** will, at its sole discretion:

a) Pay the cost of the repair of the **Equipment** by a qualified repair engineer authorised by the **Insurer**; or replace the **Equipment** with **Equipment** of a similar specification;
b) The Insurer will endeavour to replace the **Equipment** with **Equipment** of an identical specification but is not obliged to do so where this is not possible;
c) The Insurer is not liable for the payment of Value Added Tax (VAT) where **You** are registered with HM Revenue and Customs for VAT;
d) The Insurer will only pay for carriage costs within the UK. **You** must pay for any additional carriage costs if the **Equipment** needs to be collected and/or delivered outside the UK;
e) The total liability of the Insurer for any claim will not exceed the Sum Insured value of the **Equipment** being claimed for.
f) Where only a part or parts of **Your Equipment** have been lost, damaged or stolen, **We** will only repair or replace that part or parts.

This is to certify that the **Insurer**, in consideration of the premium specified on **Your** insurance schedule, agrees to indemnify **You** on this insurance in respect of an **Insured Event**.

General Conditions

Locations Where Cover is Provided
Cover applies in any country. However, a replacement or repair can only be dealt with once an item of **Equipment** is back in the United Kingdom, the Channel Islands or the Isle of Man and all repairs must be carried out by a repairer approved by **Us**.

Transferring Your Policy
This insurance cannot be transferred to anyone else unless **You** inform **Us** in writing and receive confirmation that **Your** request is acceptable to **Us**.

Exclusions – What is not Covered

Accidental and Malicious Damage

We will not pay for any claim:

a) Caused by **You** deliberately damaging or neglecting an item of **Equipment**;
b) Caused by **You** not following the manufacturer's instructions;
c) For the replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials.
d) Resulting from repairs carried out by a repairer not authorised by **Us**;
e) If the IMEI or serial number cannot be determined from an item of **Equipment**, or if the IMEI or serial number has been tampered with in any way;
f) Resulting from wear and tear or the gradual deterioration of performance; or
g) For the cosmetic scratching, denting or marking of an item of **Equipment** which affects the appearance of that item but does not affect its performance or functionality in any way.
h) For malicious damage unless the incident is reported to the police within 24 hours of **Your** discovery of the incident and **You** obtain a crime reference number from the police.

Breakdown

We will not pay for any claim as a result of an **Insured Event** occurring as a result of

a) Intentional act or wilful neglect or
b) Intentional or reckless overloading of, or the imposition of any abnormal conditions on, the **Equipment**.
c) Failure to observe manufacturer instructions such as placing the **Equipment** in a confined space to cause the **Equipment** to overheat.
d) Routine servicing, inspection, maintenance or cleaning;
e) Manufacturing defect or recall;

Theft

We will not pay for any claim:

a) Of an item of **Equipment** is stolen from a motor vehicle (including a motorcycle) unless all windows and doors were closed and locked and the **Equipment** was concealed in a locked boot. Closed glove compartment (where the vehicle has windows and doors) and all security systems activated (A copy of the repairer's assessment and repair work invoice for the damage to the vehicle in gaining entry must be provided with any such claim);
b) If an item of **Equipment** is stolen from an unoccupied premises, unless there is evidence of violent and forcible entry to the premises;
c) If the incident is not reported to the Police within 24 hours of **Your** discovery of the incident and **You** do not obtain a crime reference number or lost property reference from the police.

Loss

We will not pay for any claim:

a) Unless correct premium has been received to include loss cover. Please refer to **Your Insurance Schedule for Your** cover type.
b) Unless the incident is reported to the Police within 24 hours of **Your** discovery of the incident and **You** obtain a crime reference number or lost property reference from the Police. In the case of a lost property reference, **You** can also obtain this from a reporting service which is accredited by the Police, such as www.reportmyloss.com, which allows **You** to 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.
c) Involving a mobile phone, unless the loss has been reported to the network provider within 24 hours of discovery of the incident.
d) Where reasonable precautions have not been taken to prevent the Accidental Loss of **Your Equipment.**
e) Where the **Equipment** is a laptop computer

General Exclusions applicable to all types of cover

We will not provide any cover for:

a) Any claim if **You** do not meet the eligibility requirements for this policy.
b) Damage or theft as a result of **You** or an authorised person not taking care of an item **Equipment**.
c) Any claim which happens while an item of **Equipment** is in the possession of anyone other than You or an authorised person.
d) Drones are not eligible for cover under this policy.
e) Any claim which is covered under the warranty or guarantee provided by the manufacturer or retailer.
f) Additional **Equipment** or accessories which are used with an item of **Equipment**.
g) Any claim resulting from the failure of an item of **Equipment** to correctly recognise or process any calendar date or time.
h) Value Added Tax (VAT) if **You** are registered for VAT with HM Revenue and Customs.
i) Any additional carriage costs if an item of **Equipment** needs to be collected from, or delivered to, an address outside the United Kingdom, Chanel Islands or Isle of Man.
j) Any costs or expenses which are not directly associated with the incident which caused the claim. For example, the cost of replacing any data or software which was stored on an item of **Equipment**.
k) Reconnection costs or subscription fees of any kind.
l) Any loss other than the cost of repairing or replacing an item of **Equipment**.
m) Any liability arising out of **Your** use or ownership of an item of **Equipment**, including any illness or injury resulting from it.
n) **War** or acts of Terrorism.
o) **You** or an authorised person engaging in active **War**.
p) **Nuclear risks**.
q) Damage resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
r) **We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

How to make a Claim

All Claims are required to be submitted online using the claims form via the Compucover website www.compucover.co.uk/claims/ or google on Compucover claims.

If you have any problems completing the claims form, or any queries please do not hesitate to contact the **Claims Administrator**: -

- Email: gadgets@mbginsurance.com
- Tel: 0191 258 8144

Claims Conditions
You must comply with the following conditions. If **You** fail to do so and this affects the ability of the **Claims Administrator** to fully assess **Your** claim, **We** may not pay **Your** claim or any payment could be reduced.

a) All claims must be reported to the **Claims Administrator** as soon as possible. If a delay in reporting your claim leads to interests of the Insurer being prejudiced, your claim may be reduced or declined as a consequence. **You** must complete a claim form (in full) and provide at **Your** own expense, any information and assistance which the **Claims Administrator** requires to establish the amount of any payment under **Your** insurance. **You** must provide evidence of ownership of an item of **Equipment** to support any claim, and any other receipts or documents that the **Claims Administrator** may request. If **You** cannot provide evidence of ownership, **Your** claim will not be valid.
b) All thefts and any malicious damage must be reported to the police within 24 hours of **Your** discovery of the incident. **You** must provide
c) the **Claims Administrator** with a crime reference number.
d) If an item of **Equipment** is damaged, **You** must provide the item for inspection and repair.
e) If an item of **Equipment** is found after the **Claims Administrator** has settled a claim for the theft of an item, **You** must inform the **Claims Administrator** and return the item. **We** will pay the cost of returning the item.

Manufacturer's Warranty:
If an item of **Equipment** is damaged or suffers a **Breakdown** and is still within the manufacturer's warranty period, **You** should follow the warranty returns process specified by the manufacturer.

If any repairs authorised under this insurance invalidate the manufacturer's warranty, **We** will repair or replace an item of **Equipment** in accordance with the terms of the manufacturer's warranty for the unexpired period of the manufacturer's warranty.
Other Insurance/Subrogation: If, at the time of a valid claim under this policy, there is another insurance policy in force which covers **You** for the same loss or expense, **We** may seek a recovery of some or all of **Our** costs from the other **Insurer**. **You** must give **Us** any help or information **We** may need to assist **Us** with **Our** loss recoveries.

You may be asked to provide details of any other contract, guarantee, warranty or insurance which applies to an item of **Equipment**.

Fraudulent Claims or Misleading Information
We take a robust approach to fraud prevention in order to keep premium rates down so that You do not have to pay for other people's dishonesty. If any claim made by You or anyone acting on Your behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **We** may:

a) Not pay **Your** claim; and
b) Recover (from **You**) any payments **We** have already made in respect of that claim; and
c) Terminate **Your** insurance from the time of the fraudulent act; and
d) Inform the police of the fraudulent act. If **Your** insurance is terminated from the time of the fraudulent act, **We** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

Replacement Equipment
We will attempt to replace an item of **Equipment** with an identical new or fully refurbished item of the same age and condition, but it may not be the same colour.

In the unlikely event that this is not possible, the **Administrator** will provide **You** with a new or fully refurbished item of a comparable specification or the equivalent value at time of claim, taking account of the age and condition of an item of **Equipment** immediately before **Your** claim.

CANCELLATION

You have the right to cancel this policy within 30 days of the date **You** purchased the policy or when **You** received the policy documents, if this is later. This is known as **Your** cooling off period. **You** do not need to provide a reason for cancellation, and **We** will provide a full refund of any premium paid, unless **You** have made a claim or there has been an incident likely to result in a claim.

If **You** wish to cancel the policy after 30 days, **We** will provide a refund, less a proportionate charge for any cover already provided, unless a claim has been made or there has been an incident likely to result in a claim.

This will be based on the number of months remaining until the expiry date, less an administration fee applied by the **administrator** of £10 or 25%, whichever is the greater
amount.

Where a claim has occurred or there has been an incident likely to result in a claim no refund of premium will be provided.

Cancellation by Us
We may at any time cancel any insurance policy by giving 30 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address.
Valid reasons may include but are not limited to: -

a) Non-payment of premium;
b) Threatening and abusive behaviour;
c) Failure to provide documents;
d) Non-compliance with policy terms and conditions.

If **We** cancel **Your** policy, **We** will provide a refund of **Your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to Fraud.

COMPLAINTS PROCEDURE

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below: -

SALE OF THE POLICY

Summit Insurance Services Limited, Suite 2, Bloxham Court, Corporation Street, Rugby CV21 2DU. Telephone: 01788 566144.

CLAIMS

MB&G Insurance Services Limited, Cobalt Business Centre, Cobalt Park Way, Newcastle, NE20 9NZ, Email: gadgets@mbginsurance.com
Tel: 0191 258 8144. In all correspondence please state that **Your** insurance is provided by Novus Underwriting Limited and quote scheme reference B1927SIS0012024

If **Your** complaint about **Your** claim cannot be resolved by the end of the third working day, MB&G Insurance Services Limited will pass it to: Novus Underwriting Ltd, 4th Floor, 34 Lime Street, London, EC3M 7AT
Email: complaints@novusunderwriting.com

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at: -

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.
Tel: 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local Citizens Advice Bureau.

If **You** have purchased the insurance policy online, **You** may also raise **Your** complaint via the EU Online Dispute Resolution Portal at http://ec.europa.eu/consumers/odr/. This will forward **Your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **Your** complaint than if **You** contact the Financial Ombudsman Service directly.

Information You have provided - Insurance Act 2015

You must take reasonable care to provide accurate and complete answers to all the questions **You** are asked when **You** take out or make changes to this policy.

You must notify the **Administrator** as soon as possible if any of the information in **Your** policy documents is incorrect or if **You** wish to make a change to **Your** policy.

If **You** do not provide accurate and complete answers to the questions **You** are asked, or **You** fail to notify the **Administrator** of any incorrect information or changes **You** wish to make, **Your** policy may not operate in the event of a claim. **We** may not pay any claim in full or **Your** policy could be invalid**.**

No term of this insurance contract is intended to limit or affect the statutory rights and obligations of the parties to this contract under the effect of the Insurance Act 2015.

Personal Information

For more information about how the Insurer use **Your** personal information please see our full privacy notice, which is available in the Privacy section of our website https://www.micinsurance.net/en/privacy-policy-and-terms-of-use/

Compensation Scheme

Millennium Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Millennium Insurance Company Limited cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **You** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

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