



# GADGET INSURANCE

Policy Wording



## INTRODUCTION

### The Insurer

Your Policy is arranged and administered by Policy Excess Insure Limited on behalf of Financial & Legal Insurance Company Limited. Policy Excess Insure Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 836031. Registered in England and Wales under Company No. 10706852. The insurance provided by this Policy is underwritten by Financial & Legal Insurance Company Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915. Registered in England and Wales under company number 03034220.

### Documentation

This is Your Policy Wording. It is only valid when coupled with Your Policy Schedule. These two documents make up Your insurance contract between You and the insurer. We recommend that You review Your cover periodically to ensure that it continues to meet Your needs.

We do not provide any advice or personal recommendations about insurance products which We arrange or administers.

If You need Your Insurance Product Information Document, Policy document and schedule in large print, audio or braille, please contact Us and We will be happy to help.

### Claims

The Claims Manager, a trading name of Bumble Bee Essex Ltd, is authorised by Financial & Legal Insurance Company Limited to handle all claims under this Policy.

### Cancellation

In line with Our statutory obligations You may cancel the Policy within 14 days of purchase. Providing no claims have been made a refund of your premium will be issued. Full details are offered when requesting cancellation. Should You choose to cancel Your Policy after the 14-day cooling off period We will not make any refund. To cancel Your Policy, please visit My Account at [nova-direct.com/login](https://nova-direct.com/login).

We are not bound to accept the renewal of any insurances and may at any time cancel this Policy by sending You 30 days' notice in writing to the email address provided at point of purchase. Valid reasons for cancellation are:

- Fraud,

- Non-payment of Policy premium(s),
- Threatening, abusive, racist or xenophobic behaviour, towards staff, employees or Claims Handlers,
- Failure to reveal or hide facts which may influence Our acceptance of Your Policy and/or claim,
- Deliberately misrepresent facts to Us, be deliberately dishonest or grossly exaggerate, or forge fraudulent information/documentation in order to influence Our acceptance of Your Policy and/or claim.

### Renewals

You agree to the automatically renew Your Policy with Us unless You specifically notify Us that You do not wish to renew. We will email You before Your Policy expires with full details of Your premium along with the terms and conditions for the next Policy year. When We offer You further periods of insurance We reserve the right to change Your premium.

You may opt out of auto-renewal via My Account by visiting [nova-direct.com/login](https://nova-direct.com/login). Details of Your renewal will be emailed to You approximately 21 days prior to the expiry of Your Policy. To ensure continuation of cover, Your card will be charged up to 7 days prior to the expiry of Your existing Policy. Should Your payment card decline we will message You a payment link allowing You to pay online in order to ensure continuation of cover. Should You fail to pay for Your renewal prior to the expiry of Your Policy, Your Policy will automatically lapse.

### Eligibility For Cover

To be eligible for cover You must be a permanent resident of the United Kingdom and be over 18 years old. We will cover Your Gadget if it was purchased by You, or gifted to You. The Gadget must have been purchased in the United Kingdom, new or refurbished from the manufacturer or a VAT registered, UK business with a verifiable 12 month warranty.

### Claims Limit

You may make unlimited claims up to the value of the Indemnity Limit, per Period Of Cover. For Basic, Bronze, Silver and Platinum cover You can only make one (1) claim per unique fault (e.g. screen damage, theft, etc) per Gadget, per Period Of Cover. This increases to two (2) for Gold cover. The maximum We will be liable to pay per claim is limited to the economic value of Your Gadget.

### Indemnity Limit

Our liability in any Period Of Cover will be limited to £1,000 for Basic, Bronze and Silver cover. Increased to £2,000 for Platinum cover and £4,000 for Gold cover, after the deduction of any Excess.

## GOOD TO KNOW

The Indemnity Limit is the maximum total amount that can be claimed for all combined claims made under each section of cover in Your Policy in any given Policy period - known as the Period Of Cover. These are yearly limits that refresh each year if You continue to renew Your Policy.

The Indemnity Limit amounts are detailed in Your Policy Schedule and are inclusive of Excess payments made by You.

## COVER LEVELS

Below is a summary of the Policy benefits along with the significant limits or maximums. Please refer to the specific benefits in this Policy Wording for full details.

## MAKING A CLAIM

All claims need to be lodged online at

[theclaimsmanager.com](http://theclaimsmanager.com)

For recorded information and advice. Please call **0330 828 6354**. Lines are open 24 hours a day, 7 days a week, 365 days a year.

## MY ACCOUNT

Policy changes, access documents & more

[nova-direct.com/login](http://nova-direct.com/login)

Still need help? Instant help is available via live chat

	Basic Cover	Bronze Cover	Silver Cover	Gold Cover	Platinum Cover
Accidental Damage	✓	✓	✓	✓	✓
Accidental Loss			✓	✓	✓
Mechanical Breakdown	✓	✓	✓	✓	✓
Theft		✓	✓	✓	✓
Accessories Cover		✓	✓	✓	✓
Worldwide Cover	✓	✓	✓	✓	✓
e-Wallet Cover		✓	✓	✓	✓
Unauthorised Use		✓	✓	✓	✓
Family Cover	✓	✓	✓	✓	✓
Claims Excess	£75	£75	£75	£150	£50
Indemnity Limit	£1,000	£1,000	£1,000	£4,000	£2,000

## DEFINITIONS

Any words that are bold and start with a capital letter, have specific meaning and the same meaning where they appear.

**Accessories** - any item that you may attach or connect to your **Gadget**, that was purchased independently to the **Gadget**, including but not limited to screen protectors, power banks, ear/headphones and travel cases.

**Accidental Damage** - physical damage caused by a sudden and unexpected event, including fire damage. This extends to include malicious damage, damage to screens and damage resulting from contact with other liquids. Damage to screens must render the device unusable but must not be limited to Cosmetic Damage.

**Accidental Loss / Accidentally Lost** - means the **Gadget** has been accidentally left by You in a location and You are permanently deprived of its use. It does not cover loss of your **Gadget** where it has been left Unattended or it has not been appropriately concealed on or about your person.

**Blacklisted** - an action taken by a network provider to prohibit a device from accessing a network or mobile service.

**Breakdown / Mechanical Breakdown** - the complete 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 the **Gadget** can be used again.

**Broker** - means the insurance intermediary who sold You this Policy and who is named in Your Policy.

**Claims Handler** - means The Claims Manager, a trading name of Bumble Bee Essex Ltd.

**Cosmetic Damage** - damage which does not cause any mechanical or operational impairment. This includes, but is not limited to; scratches, chips, broken rear glass, or any damage which does not prohibit the operational aspects of the device.

**Excess** - the first part You pay under the terms of the Policy. This is £75.00 for Basic, Bronze and Silver cover, £150.00 for Gold cover and £50.00 for Platinum cover.

**Family** - Spouse, partner, mother, step-mother, father, step-father, son, step-son, daughter, step-daughter, brother,

step-brother, sister, step-sister, grandmother and grandfather, aunts and uncles.

**Finance** - if You purchased Your **Gadget** using finance, We will require evidence of this. Some finance includes a clause where any repayment for a lost, stolen or non-repairable **Gadget** must be made to them in the first instance. In this scenario, We will be unable to provide You with a replacement **Gadget**.

**Gadget** - the portable item(s) insured under this Policy, are limited to mobile/smart phones tablets, smart watches, personal computers (including laptops), and gaming consoles. Your Policy is a multi-gadget Policy, which covers all gadgets which have been notified to Us, and accepted by Us. There is no cover for gadget(s) that do not satisfy the 'Eligibility For Cover' criteria.

**Period Of Cover** - The term of Your Policy as stated in your Schedule of Insurance.

**Policy** - means the Policy Wording and Policy Schedule that form your contract and insurance.

**Policyholder** - the person named on the Policy Schedule.

**Policy Limit** - The maximum reimbursement limit selected by You as shown in your Policy Schedule, which We will pay during the Period of Cover from one or more claims.

**Precautions** - all measures that it would be reasonable to expect a person to take in the circumstances to prevent Accidental Loss, Accidental Damage or Theft of Your **Gadget**.

**Premium** - The amount you pay for the Policy which is shown on your Policy schedule.

**Proof Of Purchase** - means an original receipt or invoice to evidence Your **Gadget** was purchased in the UK, as new or as refurbished from the manufacturer or a VAT registered UK business with a verifiable 12 month warranty.. This document must show the date of purchase, make, model, and IMEI/Serial number of Your **Gadget**.

**Proof Of Ownership** - A document to provide proof that the **Gadget** You are claiming for is owned by You. Such evidence may include a copy of the receipt, invoice or letter from your network provider. This must include Your name, address and the make and model of Your **Gadget**.

**Proof Of Usage** - means evidence that Your **Gadget** has been

in use since the Policy began and upto 24 hours prior to the incident. Where the **Gadget** is a mobile phone, this information may be obtained from **You** network provider. For any other **Gadget**, in the event of an **Accidental Damage** claim, this can be verified if requested by **Us** when the **Gadget** is sent to the repairers for inspection.

**Proximity** - means on the distance to **You**, being no greater than 2 metres in length.

**Start Date** - the date cover starts, as shown on your Policy.

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

**Theft** - the unlawful taking of your **Gadget** against **You** or a **Family** members 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**.

**Unauthorised Use** - usage; calls, SMS or data, billed to **You** by **Your** network provider following the **Theft** or **Accidental Loss** of **Your Gadget**.

**Unattended** - not within **Your** pocket, sight and **Your** arms-length reach.

**United Kingdom / UK** - means England, Scotland, Wales, Northern Ireland and the Channel Islands.

**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/Us/Our/The Company** – means Policy Excess Insure Ltd trading as Nova Direct on behalf of Financial & Legal Insurance Company Limited.

**You/Your** - means the person who took out this Policy and is named as the **Policyholder**. Cover is limited to the named person(s) listed on **Your Policy Schedule**.

**Your Home** - the permanent residential address listed on **Your Policy Schedule**.

## COVER BENEFITS

### Accessories

Where **Your Gadget** is stolen, **We** will cover the cost of replacement of any **Accessories**, to the total value of £150. The replacement cost will be for the **Accessories** of equivalent age and value.

### Accidental Damage

We will cover the the costs of repairing **Your Gadget** for **Accidental Damage**. If **Your Gadget** cannot be repaired and no payments have been made towards a failed repair attempt, a replacement item or the cash equivalent, may be provided of equivalent age and value.

### Accidental Loss

If **Your Gadget** is Accidentally Lost **We** will replace it with a replacement **Gadget** of equivalent age and value. Laptop Computers, including MacBook(s), are not covered for **Accidental Loss**, unless you have **Gold** cover where any **Gadget** listed on **Your Policy** is covered for **Accidental Loss**.

### Breakdown

We will cover the repair costs of **Your Gadget** if it is damaged as a direct result of electrical or mechanical breakdown occurring outside of the manufacturer's guarantee period. If **Your Gadget** cannot be repaired and no payments have been made towards a failed repair attempt, **We** will replace it with a replacement of equivalent age and value.

### e-Wallet Cover

Following the **Theft** of **Your Gadget**, **We** will refund the cost of any unauthorised transactions made using **Your** debit or credit card via **Your Gadget**s e-wallet facility. **We** will only cover transactions made in the 24 hour following the **Theft**, to a maximum of £1,000.

## Theft



Where Your Gadget is stolen, We will provide a replacement item of equivalent age and value.

## Unauthorised Use



Following the Theft or Accidental Loss of Your Gadget if You are charged for any unauthorised usage, We will refund these costs up to £1,000. We will only cover usage within 24 hours of the Gadget being stolen or Accidental Loss.

## Worldwide Cover



Your Gadget is covered for up to 90 days abroad within any 12-month period. A Gadget replacement or repair can only be dealt with within the United Kingdom.

## Family Cover

Cover benefits for Accidental Damage, Accidental Loss, Mechanical Breakdown and Theft extend to Family member use, providing they have Your authorisation to use the Gadget.

## Gadget Repairs

Before We undertake a repair, an estimate must be obtained and supplied to Us from the manufacturer, where ever possible, evidencing damage and the cost of repair. If a manufacturer estimate cannot be provided, it must be provided by someone authorised by the manufacturer.

We will assess the estimate provided and a decision will be made on whether to repair the Gadget, write it off at the current economic value, or provide a replacement Gadget of equivalent age and value. This decision is solely at Our discretion.

Any repair(s) to Your Gadget completed by Us will be covered by a minimum 12-month warranty.

## Replacement Gadget(s)

Cover is not provided on a 'replacement as new' or 'new for

old' basis. If Your Gadget cannot be replaced with an identical item of the same age and condition, We will replace it with one of comparable specification, considering the age and condition of the Gadget. If your Gadget is replaced, either by Us or the cash equivalent, We will ensure the replacement Gadget has a minimum 12-month warranty. Any replacement Gadget(s) will automatically be covered on this Policy, subject to validation.

If Your Gadget is replaced due to Accidental Damage or Breakdown, You will have the option to retain the Gadget, reducing any cash value by the Gadget's current salvage value, or courier the damaged Gadget to the Claims Handler.

## GENERAL EXCLUSIONS

This Policy will not apply for any claim caused by, arising from, or relating to, the following:

1. Accidental Loss of any laptop, unless you have Gold cover.
2. Accidental Damage or Breakdown caused by deliberate or neglectful treatment of Your Gadget, failure to follow the manufacturer's instructions, or repairs carried out by persons not authorised by Us.
3. Accidental Damage caused by routine servicing, inspection, maintenance or cleaning.
4. Accidental Damage caused by manufacturer's defect or product recall.
5. Wear and tear to the Gadget, depreciation, gradual deterioration of performance or damage caused by atmospheric or climatic conditions, including
6. Cosmetic Damage of any kind including scratches, chips or dents.
7. Accidental Damage or Breakdown caused by a virus.
8. Unauthorised Usage claims exceeding £1,000
9. Accidental Damage, Loss or Theft while You were under the influence of alcohol and/or drugs.
10. Any Accidental Loss of or Accidental Damage to information, data or software contained in or stored on the Gadget.
11. Accidental Loss or Accidental Damage caused within the confines of a gym, leisure centre, place of exercise, public pool or car park.
12. Theft from any building or premises (including Your Home or workplace) unless the Theft involves forcible entry to or from the building or premises, resulting in damage to the building or premises.
13. Theft when away from Your Home, or when in Your Home with invited guests/tradesmen or other people; unless the Gadget is concealed on or about Your person when not in use, or it is stored in a locked

room or secured receptacle (such as a locked safe, locked locker or closed desk drawer).

14. Theft where Your Gadget was in the possession of a third party, including a family member, at the time of the event giving rise to a claim.

16. Any Accidental Loss or Theft where the Gadget has been left Unattended when it is away from Your Home or where all available precautions have not been taken to prevent the Accidental Loss or Theft.

17. If You have Silver cover, any claim made within the first 14 days immediately following the Start Date.

18. Accidental Loss, Theft, Accidental Damage or Breakdown as a result of Your Gadget being stored in the hold of an aircraft whilst travelling.

19. Any Accidental Damage or Breakdown which has been caused, directly or indirectly, from a domestic supply of electricity and/or gas and/or water (e.g. baths, showers, taps).

20. If the claim was caused in any way by: i. 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; ii. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

21. No cover is provided for claims as a direct result of You travelling to a country where the Foreign and Commonwealth Office (FCO) have advised against all, but essential, travel.

## VALIDATION

Within 7 days of the Start Date of Your Policy, must visit My Account ([nova-direct.com/login](http://nova-direct.com/login)) and provide Us with:

1. The type (i.e. Mobile Phone), make and model of the Gadget You wish to be covered; and
2. Photographic evidence that Your Gadget(s) are in a good and operational state by providing an image of the front, back and all sides of the Gadget, including all screens (inner and outer); and
3. If Your Gadget is a mobile phone, a photograph of the IMEI number clearly displayed on the Gadget. You can obtain the IMEI number by dialling \*#06# on the Gadget. If Your Gadget is a tablet, laptop or any other Gadget then You can access the serial number in the settings menu of the Gadget; and

4. Proof that You own the device, including the Gadget make, model, the date of purchase and purchaser.

Should You fail to complete validation correctly within 7 days of the Start Date of Your Policy, You may validate with us at any point, but prior to a claim being made. Should You validate Your Gadget outside of the initial 7 day period, Your 14 day exclusion period, if applicable, to lodge a claim will reset once validation has occurred. Validating after the 7 day period is subject to a late validation fee.

Should You fail to validate prior to Your claim being raised, Your Indemnity Limit will be reduced to £150.00 for Platinum cover, £175.00 for Basic, Bronze and Silver cover and £250.00 for Gold cover.

## GENERAL CONDITIONS

We will only provide You with the cover described in the Policy if :

1. You pay the Premium on the agreed date(s). If You have elected to pay monthly, please note that You will be required to settle up any outstanding Premium owed before a claim can be progressed against Your Policy. It is a basic insurance principle that Premiums become non-refundable once a claim has been lodged against a policy; and
2. When making a claim, You meet all the conditions as far as they apply; and
3. You have taken reasonable care to ensure that declarations made, information given to Us orally, electronically or in writing which form the basis of this Policy, are complete, accurate and true; and
4. You must ensure that You report Your mobile phone to Your mobile phone network and request that they bar the device, within 24 hours of discovering its Theft or Accidental Loss. Failure to do so will result in Your claim being denied; and
5. You must provide Proof Of Usage that Your Gadget had been used by You, and was in Your possession, within the last 24 hours prior to claims event date; and
6. You must keep Your Gadget within Your possession being on or about Your person, control and Proximity at all times, whilst away from Your Home. You must take reasonable Precautions to protection Your Gadget at all times. Failure to do so may invalidate Your cover and may result in Your claim being denied;

7. All customers have a general duty of mitigation, meaning that they must keep their losses to a minimum. **We** will source alternative quotes in order to value the economic damage to **Your Gadget** and will only offer you the lowest figure available. These may include items of equivalent age, model and wear and tear from sources such as eBay and marketplaces such as Backmarket. Proof of the valuation will be provided with **Your** claims decision.
8. Where we write off a **Gadget** on the basis that it is uneconomical to repair, we require that you return the salvage, or damaged **Gadget** to **Us**. Should **You** choose to retain the salvage **We** will deduct the salvage value from **Your** settlement amount.
9. **Accidental Loss and Theft** is covered whilst the **Gadget** was in a locked and enclosed vehicle. Commercial vehicles are excluded. Non-enclosed vehicle, such as a scooter or motorcycle are excluded.

## CLAIMS PROCESS

### Review your cover

Read your **Policy** documents to ensure that **You** are covered for the claim that **You** wish to make. Read any exclusions that may apply and make sure **You** understand them.

**You** must report **Your** claim to the **Claims Handlers** within 48 hours of any incident which is likely to give rise to a claim. The claim will only be able to progress once all the requested information has been received and approved by **Us**; and if applicable, the relevant **Excess** has been collected from **You**.

### Making a claim

Please visit the **Claims Handlers**, at [theclaimsmanager.com](http://theclaimsmanager.com), select **Make A Claim**, followed by **Gadget**.

If you experience any issues raising a claim please call 0330 828 6354, where recorded advice and information can be obtained.

### Claims progress

To log the claim, **You** will be asked for your **Policy** reference, personal details, **Gadget** information and incident details. Please note that we do not warrant for turn around times in order to complete **Your** claim. **We** do not manage claims and therefore cannot warrant for the response times of the **Claims Handlers**. However, every effort will be made to action **Your** claim in a timely fashion.

Every claim made is an insurance claim, each claim is individually assessed according to the evidence provided. The

**Claims Handlers** operate within normal office hours. Please allow for a reasonable time period for the **Claims Handlers** to respond to **Your** enquiries. The latest status updates, including responses times can be found on the **Claims Handlers** website.

### Evidence the claim

The **Claims Handlers** will send **You** an email requesting the necessary evidence and information to support **Your** claim.

### For all claims

1. Evidence of ownership and **Proof Of Purchase**;
2. Details of any other contract(s), guarantee(s), warranty or insurance policy which may apply to **Your Gadget**.
3. Evidence the **Gadget** was in **Your** possession and used within the 24-hours prior to the incident.

### Theft claims

In addition to the requirements for all claims, for **Theft** claims **You** are required to :

4. Provide written confirmation that **You** have reported this to **Your** network provider within 24 hours of discovery and that the network has barred and **Blacklisted**, including the date it was last used;
5. **You** must report the **Theft** of any **Gadget**(s) to the Police within 24 hours of discovery of the incident. **We** require a copy of the full Police report. **We** cannot obtain this on **Your** behalf. A crime reference number (CRN) or an email from the Police, confirming your submission, is not sufficient. The full Police Report is generally 6-10 pages in length and details the victim, location, date, time, circumstances, item(s) stolen and confirms the investigation is concluded.

### Accidental Loss claims

In addition to the requirements for all claims, for **Accidental Loss** claims **You** are required to :

6. Provide written confirmation that **You** have reported this to **Your** network provider within 24 hours of discovery and the network has barred and **Blacklisted**, including the date it was last used;
7. **You** must report the **Accidental Loss** of any **Gadget**(s) to the Police within 24 hours of discovery of the incident. Some Police forces will not record lost items, in such an event **We** require evidence of contact with the Police force.
8. **You** must report it at [reportmyloss.com/uk](http://reportmyloss.com/uk) within 24 hours of discovery of the **Accidental Loss**, at **Your** own expense. **You** must provide **Us** with a copy of the

full PDF report.

#### Accidental Damage and Breakdown claims

In addition to the requirements for all claims, for **Accidental Damage and Breakdown** claims You are required to :

9. Complete a device report at [checkmend.com/uk](http://checkmend.com/uk), at Your own expense, within 24 hours of the damage occurring. You must provide Us with a copy of the report.
10. You must provide Us with photographic evidence of the damage.
11. An estimate must be obtained from the manufacturer, or a business authorised by the manufacturer, detailing the damage and repair costs following the **Gadgets** assessment. Online estimates or estimates from retailers who are not directly authorised by the manufacturer will not be accepted.
12. We may request assessment of Your **Gadget**. If this is required You are responsible for the cost of sending the **Gadget** to Us. We will cover the return costs.

#### Unauthorised Usage claims

In addition to the requirements for all claims, **Accidental Loss and Theft**, for **Unauthorised Usage** claims You are required to :

13. Following the **Accidental Loss** or **Theft** of Your **Gadget** You must obtain an itemised bill from Your network provider detailing the **Unauthorised Usage**.
14. You must provide evidence that these charges have been paid for by You.

#### e-Wallet claims

In addition to the requirements for all claims and **Theft**, for **e-Wallet** claims You are required to :

15. Following the **Theft** of Your **Gadget** You must provide a bank or card statement to confirm the unauthorised transactions.
16. You must provide evidence that You contacted Your bank or card issuer to attempt the stop or reversal or of any pending unauthorised transactions.

All evidence must be addressed to, or in, Your name, the **Policyholder**. Evidence addressed to, or in, anyone else's name, regardless of their relationship to You will not be accepted. With the exception of **Proof Of Purchase** if the **Gadget** is, or has been, gifted to You.

You must provide Us with all requested information in order that We can progress Your claim. We do not cover the cost of obtaining any evidence, such as reports and estimates.

## CLAIMS APPEAL

If You feel a mistake has been made in Your claims decision or evidence has not been considered, You of course have the right to appeal. Please email the **Claims Handler** stating You wish to appeal and You will be provided with details of how to appeal, advice on what evidence to provide and a link to submit Your appeal.

Your appeal will be acknowledged within 3 working days. A Senior Claims Assessor or Claims Manager will review Your claim from the ground up and provide a claims appeal decision within 7-10 working days. A **Claims Appeal Decision** cannot be appealed further.

## FRAUD WARNING

If You or anyone acting on Your behalf knowingly commit a fraudulent act, or submit a fraudulent document, or makes a fraudulent statement, or exaggerate any claim made under this **Policy**, We will not pay the claim and will not cover You further under this **Policy**. In such an event, You will not be entitled to any refund of premium under this **Policy**.

We will process Your claim under the terms and conditions of this **Policy** based on the first reason notified to Us for Your claim. If Your claim is not covered and You then submit a claim having changed the circumstances of the **Accidental Damage**, **Accidental Loss**, **Breakdown** or **Theft**, We consider this to be dishonest. Details of all such cases will be passed to the appropriate agencies for action.

## CONDITIONS

### Other Insurance

If You were covered by any other insurance policy, known as dual insurance, for the same cover We may split and share the cost of Your claim with that insurer. Where You are covered by another form of insurance You are obligated to inform Us.

### Representation

Under the Consumer Insurance (Disclosure and Representations) Act 2012 You are required to take reasonable care and supply accurate and complete answers to all the questions when You apply for cover. You have an ongoing duty to make sure that all information supplied to Us is true and accurate.

This obligation continues to apply during:

- annual renewal of Your Policy,
- changes to Your Policy during the Period Of Cover
- when making a claim under this Policy.

Should any of Your information change, or should You become aware that information previously provided is no longer accurate, You must tell us as soon as reasonably practicable. If You do not answer questions truthfully and accurately this may affect Your Policy cover. If You supply Us with incorrect or false information We reserve the right to declare Your Policy invalid and cancel Your cover, and provide no refund of premium. If You make a claim, and the information provided is proven to be incorrect or false, We may refuse to pay all or part of Your claim. For full details of the remedies and actions that We can rely on in the event of a deliberate, reckless or careless non-disclosure and/ or misrepresentation, please refer to the provisions within the Consumer Insurance (Disclosure and Representations) Act 2012.

#### Right Of Recovery

We can take proceedings in Your name, but at Our expense, to recover the amount of any payment made under this Policy.

#### Substitution

This Policy only covers the Gadgets accepted by Us. You must tell Us as soon as possible about any changes You wish to make. The substitution or addition of additional Gadget may be permitted, subject to payment of any additional premium.

We will require that You validate Your new Gadget, via My Account ([nova-direct.com/login](http://nova-direct.com/login)). If a substitution is not accepted by Us, or if cover is cancelled by the insured after a Policy has been issued, no refund of premium will be allowed other than during the 'Cooling Off' period.

Should You wish to substitute a new Gadget, following a claim being made, We require that You notify us of the substitution and validate the new Gadget via My Account ([nova-direct.com/login](http://nova-direct.com/login)).

#### Change Of Terms

Should We need to change any of the terms of this Policy We will provide You with at least 60 days notice.

## COMPLAINTS

Our aim is to provide a first-class standard of service at all times. If You feel that You have been let down and You wish to raise a complaint please visit our Customer Services portal at [nova-direct.com/customer-service](http://nova-direct.com/customer-service) where You will be able to

lodge a complaint specific to Your enquiry and Policy type.

If You wish to lodge a complaint in writing, You may do so at:

Policy Excess Insure Ltd (t/a Nova Direct)  
Market House, 25 Market Square, Leighton Buzzard,  
Bedfordshire, LU7 1EU  
[complaints@nova-direct.com](mailto:complaints@nova-direct.com)

Alternatively You are able to complain to the insurer directly by addressing Your complaint to:

Financial & Legal Insurance Company  
5400 Lakeside, Cheadle Royal Business Park, Cheadle,  
Cheshire, SK8 3GQ

#### Appeal

If Your complaint is still not capable of being resolved You have the right of appeal to the Financial Ombudsman Service. The Ombudsman can be contacted at:

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

Telephone: 0800 0234567 or 0300 1239123  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This complaints procedure is an addition to Your statutory rights as a consumer. Using this complaints procedure or referral to the Financial Ombudsman Service does not affect Your legal rights.

## LEGAL & REGULATORY INFORMATION

#### Compensation Scheme

This Policy is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the insurer is unable to meet their liabilities. You can get more information about the scheme at [www.fscs.org.uk](http://www.fscs.org.uk).

#### Law and Legal Proceedings Applicable

This Policy is governed by English law. If there is a dispute it will only be dealt with in the courts of England. This Policy is written in English and all communication between the parties must be in English.

#### Privacy Policy

Please note that by registering for this Policy You have consented to Us using Your information for the purposes of administering this Policy and to Us being able to transfer Your

data outside of the European Economic Area for the purposes described within this Policy.

The information which You have supplied to Us maybe used by Us to supply You with services for which You have registered.

We may use that information to contact You to obtain Your views on Our services, and We may contact You to inform You about important changes to the services We offer. We may contact You by post, mobile phone, text or e-mail. We will only contact You by the means You have requested to be contacted by. If You would prefer Us not to contact You to obtain Your views please contact us at [customer.service@nova-direct.com](mailto:customer.service@nova-direct.com).

To prevent fraud, We may exchange information with other insurers, and fraud prevention agencies. Your information will not be used or disclosed to any other party without Your permission unless required to by law.

#### **Data Protection**

We will only collect and use Your personal data in the following circumstances:

- a.) Policy set up and management,
- b.) We may collect and use Your name, identity and contact information, and personal information associated with Your Policy for the purpose of deciding whether to enter into, and when performing the agreement, between Us to provide You with Your Policy.
- c.) We may use automated decision making procedures to decide on the availability of a Policy and its terms. You may express Your views and request an individual review any automated decision by contacting Us at [customer.service@nova-direct.com](mailto:customer.service@nova-direct.com),
- d.) We may share personal data collected with the administrator to manage the Policy. We may also share personal data collected for these purposes with third parties. The sharing of this information will be for identifying and credit checking purposes and to identify potential fraud,
- e) We will retain the personal data used to decide whether to enter into a Policy for 6 years. We will retain the personal data used to manage and administer the Policy for the duration of the Policy life plus 6 years.

#### **Your Personal Data Rights**

We may send Your information to companies located outside the European Economic Area. If We transfer Your information to parties outside of the European Economic Area We will ensure that they apply the same levels of protection as We are required to apply to information held in the UK and to use Your information only for the purposes that We are permitted.

You have the following rights:

- a) To have access a copy of the personal data We hold about You.
- b) To ask Us to correct Your personal data if it is inaccurate or incomplete.
- c) To ask Us to erase Your personal data. We will provide You with a written response to any such request, including any reasons why We do not agree to the request.
- d) To stop us processing Your personal data in certain ways, e.g. for marketing purposes. If We do not agree to erase Your data because it might be needed for a future legal claim, We might instead agree to restrict its processing to these reasons alone.
- e) To obtain a copy of Your personal data for Your own purposes and to move, copy or transfer it from one environment to another.
- f) To object to processing for purposes of direct marketing, profiling, and research if that processing is likely to cause, or is causing, You damage or distress unless there is another legitimate reason for the processing.
- g) You can exercise the above rights by contacting: [customer.service@nova-direct.com](mailto:customer.service@nova-direct.com).

If You have any questions about how We handle Your personal data please email [customer.service@nova-direct.com](mailto:customer.service@nova-direct.com). Please note that We record telephone calls for training and evidentiary purposes.