

Terms and Conditions of your insurance policy

- April 2017 -

Terms and conditions of insurance for simplesurance protection plan for mobile electronics

Introduction:

This policy provides cover for your electronic mobile device as detailed in your insurance certificate and the cover provided to **you** is subject to the terms, conditions and limitations which are listed in this policy.

This policy, together with your insurance certificate, details what **you** are covered for and what **you** are not covered for.

Please read both documents carefully and be aware that if **you** do not comply with the conditions in this contract, this may result in your claim not being covered or affect the amount **we** pay to **you** in the event of a claim.

If any details in your insurance certificate are incorrect, please contact **us** as soon as possible.

Please keep this policy and your certificate in a safe place.

Understanding this policy

Certain words in this policy have specific meanings wherever they appear in this policy. These words are shown in bold and are explained in the 'General Definitions' section below.

1. General Definitions

Accessories: items such as, but not limited to, chargers, protective cases, carrying cases, headphones and hands-free mounting kits, keyboards or other items excluding SIM cards. These items are only covered if contained in the original package of the insured device.

Damage: the sudden and unexpected failure of the insured device caused by accidental **damage**, liquid **damage** and malicious **damage**, that prevents your insured device from meeting its designed function.

Economic sanction: any sanction, prohibition or restriction under United Nations resolutions or the trade or **economic sanctions**, laws or regulations of the European Union, United Kingdom or United States of America (**economic sanctions** of the USA only apply insofar as they do not violate European or local legal regulations)

Excess: means the amount **you** are required to pay towards each claim **you** make under this policy and that is detailed in section 5.3.

Explosion: means release of energy in a sudden and often violent manner with the generation of high temperature. It does not refer to the **explosion** of steam or any devices under high pressure.

Fire: means a rapid, persistent chemical change that releases heat and light and is accompanied by flame, especially the exothermic oxidation of a combustible substance.

Lightning: means an abrupt, natural electric discharge in the atmosphere striking directly on property.

Loss: means the disappearance of your insured device in circumstances that do not include **theft** and the whereabouts of the device remain unknown.

Market value: current retail price (including VAT) of the insured device or price of an equivalent product, the latter can include so-called refurbished devices.

Proof of purchase: means an original receipt and any other documentation required to prove your device was purchased from a UK VAT registered company – including the date of purchase, make, model, serial and IMEI number of device where applicable.

Purchase price/value: means the insured value of your device (retail price of your device at the moment **you** purchased it).

Replacement device: means a device that is similar in specification, quality and **market value** to the insured device. This can include so-called refurbished devices.

Replacement value: means the amount that **you** would have to pay to replace an insured device given its age and state of repair at the time of the claim.

Theft/Stolen: means the unlawful taking or removal of your insured electronic device by another person with the intent to permanently deprive **you** of your device.

Used device: A device under 6 months old which was not insured within 7 days of purchase. This excludes refurbished or second-hand devices unless provided by **us** as a **replacement device**.

We, Us, Our: means simplesurance GmbH (on behalf of your insurer Great Lakes Insurance SE).

You: means the natural or legal person who owns the device covered by this policy, as stated on the insurance certificate as "the insured" and who must be above 18 years old at the time this policy is bought.

2. Insured and uninsured devices

2.1 Insured devices

This policy covers new and **used devices** including **accessories**, as specified below:

- smartphones, mobile phones
- other mobile electronics including laptops, notebooks, tablets, e-book readers, smartwatches, photo equipment, video cameras, projectors, car audio, navigation systems, digital photo frames, portable TVs and video players, portable music player, headphones and portable speakers, shavers, personal digital assistant, mobile digital assistant.

Please be aware that used devices are subject to a waiting period of 6 weeks from the date of the inception of the insurance policy.

2.2 Uninsured devices

The following devices are not insurable under this policy:

- any mobile electronic device older than 6 months
- consumable goods including, but not limited to, batteries, light bulbs, film, print heads, ink cartridges, refrigerated fuses, light sources, cables and cable jackets
- all kinds of electric tools
- devices that were faulty on delivery from the retailer
- electronic toys, robots, drones, instruments, hardware extensions, joysticks, controllers, gaming steering wheels

3. Insured and uninsured risks, damages and losses

3.1 Insured risks, damages and losses

This policy will cover your device for accidental damages or **loss** of the insured device due to:

- operating errors
- accidental breakage caused by dropping the device and liquid **damage** (excluding **damage** or destruction caused by weather conditions)
- **fire**, **lightning**, **explosion**, implosion, overvoltage, induction and short-circuit
- vandalism

Additionally, if the option has been purchased together with this insurance policy, your device is also protected against **theft**.

3.2 Uninsured risks, damages and losses

The following are not covered under this policy:

- the policy **excess**
- any **damage** or **loss** occurring in the waiting period if there is such
- any claim where **you** have not kept the insured device in a good state of repair and taken all reasonable steps to prevent **loss**, **theft** and/or **damage**
- **damage** that is also covered by any warranty
- **loss** when the device is left unattended, meaning not within your sight at all times and out of your arms-length reach
- **theft** when the device is left visibly in a motor vehicle or if it is **stolen** from any building or premises, unless force was used to gain entry to the building
- any software or data installed on the insured device such as telephone numbers, ringtones, music, pictures, applications or videos
- **damage** caused as a result of a virus, or **damage** caused by the installation of software or applications, or any costs incurred during reinstallation
- cosmetic damages, such as scratches, dirt and discoloration
- screen burn-in or pixel errors
- **damage** that occurred at the time of packing or transporting the insured device (excluding dispatch of device after repair from the assigned repair shop)
- **damage** caused by repairs of the insured device that were not authorized by **us**
- **damage** caused by nuclear hazards, war, hostilities, civil war, revolution, acts of terrorism, riots or insurrections,
- confiscation, requisition, destruction of the device or **damage** to it by any government, public or legal authority serial errors and recall actions by the manufacturer

- **damage** caused by faulty construction, faulty wiring or other error in the assembly of the device
- costs for adjustments or troubleshooting where there is no fault in the device
- **damage** or **loss** intentionally caused by **you**
- any malfunctions or damages that can be corrected by resetting the device to factory settings or cleaning it
- direct and indirect consequential damages and financial losses
- liquid **damage** caused by rainfall
- airtime abuse, meaning any airtime charges incurred by unknown persons following the **theft** or **loss** of the device
- wear and tear or gradual deterioration of performance of your device
- payment of a claim or provision of any other benefit under this policy if **we** are prevented from doing so by any **economic sanction** which prohibits **us** from providing cover under this policy

4. Geographic scope

This insurance is valid worldwide.

If an insured device is lost, **stolen**, or damaged whilst **you** are outside the United Kingdom, shipping costs of the insured device to the repair centre or back to **you** are covered insofar as they do not exceed the standard local tariff in the UK.

5. Insurance cover and limits

5.1 Sum insured

The sum insured is the original **purchase price** of the insured device including VAT excluding any discounts, offers or promotion given by the vendor (**replacement value**) and it shall be the maximum possible compensation to be paid by **us** for an insured device in case of a claim minus the applicable **excess**.

5.2 Compensation

In case of a valid claim and reparable **damage**, **we** will repair your device.

If your device cannot be repaired, or it has been lost or **stolen**, or the cost of the repair exceeds the **market value** or **purchase price**, **you** will be entitled to an equivalent **replacement device**. **We** cannot guarantee that the **replacement device** will be the same colour as the original item. Disposal services of the defective device are excluded.

In a case where the device cannot be repaired, or in the unlikely event that a **replacement device** cannot be provided, **we** will compensate **you** in form of a cash settlement.

If **we** determine that your insured device needs to be replaced following a valid claim **we** will endeavour to replace it with an identical, fully refurbished (or new where a refurbished item is not available) device of the same age and condition as your originally insured device.

Any repair of the insured device will be guaranteed by **us** for three months, regardless of an expiration or a termination of your policy.

If the device has been subjected to changes or design improvements prior to the claim then these are not insured under this policy. If a repair of the insured device creates additional costs to

maintain these changes, then these costs are likewise not covered by this policy. **We** will advise **you** of these costs in advance so that **you** may pay them separately.

In case of a cash settlement, the maximum amount **we** will pay **you** is the **market value** of your device, unless it is higher than the **purchase price**. If so, the **purchase price** is the maximum compensation value.

5.3 Excess

In order for a valid claim to proceed, **you** shall pay **us** the respective **excess** before the claim settlement. The **excess** is based on the **purchase value** at the time the insured device was purchased, as detailed below:

Purchase price of the device in (GBP)		Excess
From	To	
0	500,00	30 GBP
500,01	1000,00	60 GBP
1000,01	3000,00	90 GBP
3000,01	4000,00	150 GBP
4000,01	5000,00	200 GBP

6. Making a claim

All claims must be notified as soon as reasonably possible and should be within 7 days, otherwise if **we** have been prejudiced by the delay **we** have the right to deny or reduce the claim appropriately.

Following these procedures, and any instructions or advice given to **you** by **us**, will help your claim to run smoothly.

All **Theft** and **Loss** claims:

You must notify the appropriate local police authority as soon as possible following discovery of the incident and obtain a crime reference or lost property number.

To start a new claim, **you** will need to submit your claim details to **us**. **You** can do this by logging the claim into **our** web portal online at www.simplesurance.co.uk/claims and selecting 'Report a Claim'. Once selected, follow the instructions on screen.

In case of any questions or problems at the moment of submitting a claim, please contact **our** Customer Care team at the phone number shown under "Your intermediary".

You should complete any claim form **you** may be provided with and return it, signed, to **us**, together with any requested supporting documentation including, but not limited to:

- incident or crime reference number or lost property number or police crime report (where applicable)
- **proof of purchase**
- the damaged device (including accessories)
- pictures

and any other documentation **we** reasonably request that is relevant to your claim.

We will assess your claim, and as long as your claim is valid, will authorise the repair or replacement of the insured device in accordance with this policy. Before your claim can be settled, **you** must pay the **excess**.

We will use **our** network to repair your device.

Occasionally **we** may authorize **you** to use a local repair shop of your preference. In this case, **we** will provide **you** with details on how to proceed with the repair. case in these circumstances, **you** will need to provide **us** with:

- a quotation with repair cost estimates from this repair shop, containing the device name, serial number and cause of **damage**.

7. General conditions

7.1 Information you provide

a) **You** are obliged to provide all information expressly requested and all that may be material to the conclusion of the insurance policy in good faith.

b) **You** are solely responsible for the accuracy of the device identification data provided in the insurance certificate (e.g. serial number). Please check immediately these details upon receipt of the insurance certificate and report any inaccuracy by sending **us** an e-mail. If **you** do not do so and the device identification data do not correspond with that printed on the certificate, your device may not be covered under this policy. Should any of your personal details change (such as your name or address) please ensure **you** contact **us** as soon as reasonably possible, in order for your details to be updated and prevent any delays when making a claim.

c) For the period of the insurance cover, **you** must keep the insured device in an orderly and operational condition, and fulfil all duties of reasonable care to prevent or, at least, minimise the risk of **damage** or **loss**. If **you** fail to do so, subsequent **damages** may not be covered under this policy.

d) If costs are incurred due to any misrepresentations by **you**, which would otherwise not have arisen if the information would have been accurate, **we** shall reserve the right to charge **you** for these costs.

e) If **you** intentionally breach any of the obligations stipulated in this policy, **we** shall be released from the obligation to respond to any claim under this policy.

f) If an obligation is infringed through negligence, **we** shall be entitled to reduce the payment of compensation in accordance with the severity of the culpability. It's your responsibility to prove the absence of negligence.

g) Except in the case of a fraudulent breach or gross negligence, **we** shall remain obliged to render compensation unless the breach of the obligation had no causal connection to the occurrence or discovery of the insured event.

7.2 Fraud

We treat any instance of suspected or confirmed fraud very seriously, if **you** or anyone acting on your behalf makes a false or fraudulent claim, supports a claim with false or fraudulent documentation or exaggerates a claim **you** will forfeit all rights under the policy with effect from the date the fraud was committed.

Should fraud be identified on a claim **we** reserve the right to cancel the policy **you** have with **us** effective from the date **we** identified the fraud.

We reserve the right to report claimants to the police and fraud prevention agencies. It is to your benefit, ours that **we** aim to minimise the volume of fraudulent claims by ensuring that certain

checks are carried out as part of the claims process.

7.3 Beginning of the insurance coverage; renewals and premium payment

Your device will be covered under this insurance policy as of the date stated in the insurance certificate sent to **you** by e-mail when **you** purchased your insurance and if **you** have paid the relevant premium at the time of sale.

The earliest date of cover will be the day after **you** have purchased the insurance cover.

A waiting period may be applicable for **used devices**, as indicated above in Section 2.1.

Renewal of the insurance cover is possible up to 36 months if the renewal is done in a timely manner. For that purpose, **we** will advise **you** of the possibility to renew it before your policy expires.

7.4 Terminating this policy

Cooling-off period

If **you** are a consumer **you** may cancel this policy within 14 days (cooling-off period) of receiving your policy documentation by contacting **us** via e-mail or post at the contact details shown below under Section 8.

Provided no claim has been made a full refund of premium paid by **you** will be given.

Termination by you

You may terminate this policy after **you** have made a claim.

Termination by us

We may also terminate this policy after **you** have made a claim.

In this case termination is only possible until the end of the month after the claim is settled.

If **we** terminate this policy **we** will give **you** 30 days notice.

If the premium payment is not made by the due date according to 7.3, **we** have the right to terminate the insurance contract or refuse any claims

Automatic termination

The insurance coverage will terminate at the end of the agreed period without written notification needing to be sent to **you** and no further claims will be considered from this date.

The expiration date of your insurance policy can be found in the insurance certificate sent to **you** via e-mail.

If the repair costs exceed the market value your policy will terminate automatically once the claim has been settled.

This policy will also terminate if **you** permanently leave the United Kingdom.

7.5 Exchange, transfer or sale of the insured device

If, within the framework of a statutory guarantee, **you** cancel the purchase contract of the insured device with the vendor, **you** can also terminate the insurance provided by **us** and get reimbursed pro rata for the unused portion of the paid

premium. The termination will be effective as of the date stated in your e-mail but not until **we** receive it. Alternatively, **you** have the option, with **our** consent, of crediting the unused premium to a new device. If the device is exchanged for a new one of the same type and value during the term of the statutory warranty period, the insurance coverage shall be transferred to the new device. In order to make a claim **you** must provide **us** with the corresponding evidence (e.g. delivery note, proof of exchange.).

7.6 Other Insurances

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**, **we** may seek a recovery of some or all of **our** costs from the other insurer. **You** must give **us** any help **we** may reasonably need to assist **us** with **our loss** recoveries. In the event of a claim **you** may be asked to provide details of any other contract, guarantee, warranty or insurance that may apply to your insured device including but not limited to your household insurance.

8. Cancelling this policy

The letter of cancellation must be sent via e-mail to:

E-Mail address: support@simplesurance.co.uk
Additionally, **you** can send it to: simplesurance GmbH
Am Karlsbad 16, 10785 Berlin, Germany or
Fax: +49 30 688 316 499

The transmission of data via unencrypted e-mails can entail considerable security risks, such as the disclosure of data due to unauthorised third-party access, **loss** of data, virus transmission, transmission errors, etc. **You** are responsible for the condition of your e-mail inbox. Your e-mail inbox must, in particular, be capable of receiving documents with attachments up to 5 MB in size at all times and correspondence from **us** must not be filtered into the spam folder.

Please be aware that costs related to postal services are not covered.

9. Special note

The cooling-off period expires prematurely if a claim is paid before the right of cancellation is exercised.

10. Complaints

If there is any occasion when **our** service does not meet your expectations please contact **us** using these contact details:

E-Mail address: support@simplesurance.co.uk

Additionally, **you** can contact **us** at: simplesurance GmbH
Customer Care Team
Am Karlsbad 16, 10785 Berlin, Germany or
Fax: +49 30 688 316 499

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

If **you** are in any way dissatisfied with the resolution then **you** can contact the Financial Ombudsman Service by post, telephone or e-mail at:

The Financial Ombudsman Service Exchange Tower
London E14 9SR

Tel: 0300 123 9 123
E-Mail: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to your statutory rights as a consumer. If **you** wish to complain about an insurance policy purchased online **you** may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

Following this complaint procedure does not affect your right to take legal action.

Legal information

11. Applicable law and jurisdiction

11.1 This contract is governed by the laws of England and Wales, unless this is precluded by international law.

11.2 If there is a dispute arising from this policy **you** may choose to bring a claim against **us** in the courts of England and Wales or the Member State of the European Union where your main residence is.

11.3 If at the time of the claim **you** have your domicile or habitual residence in a country outside the European Community, Iceland, Norway or Switzerland, or your domicile or usual place of residence is not known, **we** can bring the claim before the competent court for the area in which **our** headquarters are located.

12. Changes to your policy

You can only insure one device per policy. If **you** purchase more than one device at the same time, each device needs to be insured separately by obtaining another insurance policy.

Any amendment to the premium or terms and conditions of the policy or to the insurance certificate are only valid if they have been confirmed by **us** in writing.

13. Data Protection

We are committed to ensuring that your privacy is protected. **We** will use and safeguard any information **you** have disclosed **us** as required by the Data Protection Act 1998.

We may collect, process and or record information about **you**, including your:

Name, date of birth, email address, phone number, home address and other information **you** submit to obtain a quote or purchase an insurance policy;

We will use the information **you** provide to arrange and manage your insurance policy. **We** also use it for statistical analyses to improve **our** services and products or the information available to customers and prospective customers before buying their insurance. If **you** agree, **we** will send **you** marketing information such as updates on other insurance products or offers **we** think **you** might be interested in.

We may also need to share your information with other companies such as, insurers, reinsurers, credit or checking agencies, organisations such as the Financial Conduct Authority and other selected third parties.



If **you** would like to read the full details of how **we** use your personal information, please visit www.simplesurance.co.uk. This page also contains a link to **our** full Privacy Policy.

Your Insurer:

This policy is underwritten by Great Lakes SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstraße 107, 80802 Munich. Registered with the commercial register of the local court of Munich under number: HRB 230378

UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Great Lakes Insurance SE UK Branch is authorized by the Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority.

Details about the extent of **our** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from **us** on request.

Great Lakes is a wholly owned subsidiary of the Munich Re Group rated AA (very strong) by S&P and A+ (superior) by A.M.Best.

Your intermediary:

simplesurance GmbH, Am Karlsbad 16
10785 Berlin, Germany
0800 / 3581084

Insurance intermediary Financial Services
Registry number: 742812

Financial Services Compensation Scheme: The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.