

Device Insurance Policy Wording

Introduction

This insurance is arranged by KTM Device Protection Services Limited & underwritten by Collinson Insurance.

Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

KTM Device Protection Services Limited is authorised and regulated by the Financial Conduct Authority under Firm Reference Number 1040571. Registered in England and Wales number 16453063

These details can be checked on the Financial Services Register by visiting the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register

Important Information

We have not provided **you** with a personal recommendation as to whether this product is suitable for **your** needs so **you** must decide whether it is or not. **You** have made a decision based on the information made available to **you**.

This policy meets the demands and needs of those who wish to insure their **device** against **theft, accidental damage**, out of **warranty breakdown**, and, for mobile phones, iPads and tablets, **accidental loss**.

Your device must be in good condition and full working order when **you** take out this policy. If there is evidence that the damage, **theft**, or **accidental loss** happened before the policy start date or before **you** added **your device** to this policy, **your** claim will not be paid, and **you** won't get any money back.

It's important that **you** read **your schedule of insurance** to make sure that everything **you've** told **us** is correct. Please read this policy carefully so that **you** understand the cover **we** are giving **you**. **You** must follow the terms and conditions set out in this policy wording. **You** must keep this policy wording and **your schedule of insurance** in a safe place in case **you** need to look at them later.

Eligibility

We can only insure **your device** if **you** are over 18, a UK Resident and if it is:

1. Purchased by **you** as new in the UK, or;
2. Purchased by **you** as refurbished from the manufacturer, airtime provider or retailer in the UK with a minimum 12-month **warranty**,

or;
3. Meets the above criteria and was gifted to **you** as long as **you** are able to provide a UK Gift receipt

and
4. Is not more than 36 months old at the time this policy is initially purchased, and
5. Is in **your** possession and in good working condition (not damaged).

Your Responsibility

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) Supply accurate and complete answers to all the questions **we** or the selling broker may ask as part of **your** application for cover under the policy.
- b) To make sure that all information supplied as part of **your** application for cover is true and correct
- c) Tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid, and **you** will not be able to make a claim.

Payment of Premium

You must pay the monthly premium for this policy to keep **your** cover. If **you** do not pay the premium when it is due, **we** may cancel **your** policy.

When Does my Policy End

Cover under the policy will continue for each month that **you** pay **your** premiums. However, cover will end on the earliest of the following dates:

1. When **you** do not pay **your** monthly premium
2. The policy is cancelled by **you**; or
3. The policy is cancelled by **us**

Meaning of Words

The words and phrases defined below have the same meaning wherever they appear in bold in this policy document.

Accidental damage: Damage to **your device** caused by a sudden, unexpected event.

Accidental loss/Accidentally lost: the **device** has been accidentally left by **you** in a location, and **you** are permanently deprived of its use.

Administrator: KTM device Protection Services Limited.

Breakdown: A sudden mechanical or electrical failure of **your device**, that stops it working as it should.

Excess: The amount **you** must pay for each claim **you** make under this policy.

Device The portable electronic device that meets the eligibility criteria, is insured by this policy, and is shown on **your schedule of insurance**. **devices** include: Mobile Phones, iPhones, iPads, Tablets, Laptops, Smart Watches and Games Consoles. This policy is not suitable for drones.

Home The place **you** normally live in the UK.

Immediate family – **your** mother, father, son, daughter, spouse or domestic partner or other family members who live with **you** at **your home**.

Malicious damage – Damage caused by someone on purpose.

Period of cover: This is a monthly rolling contract. **Your** insurance starts on the date stated in **your schedule of insurance** and continues for a period of one month and will continue for periods of one month at a time upon receipt of each monthly premium from **you**.

Proof of usage: Evidence that the **device** has been in use since the policy started and up to the incident date. Where the **device** is a mobile phone, **your** Network Provider can give **you** this information. For other types of **device**, in the event of an **accidental damage** claim this can be verified when the **device** is sent to **our** repairers for inspection.

Schedule of insurance: The separate document **we** send **you** that includes details about **you** and what **you** are covered for.

Theft: The unauthorised, dishonest taking of the **device** specified on **your schedule of insurance**, by another person with the intention of permanently depriving **you** of it.

Unattended: Not within **your** sight at all times or out of **your** arms-length reach when away from **your home**.

Warranty: A guarantee issued by the manufacturer or vendor of **your device** which outlines the circumstances in which repairs will be made or refunds or exchanges allowed if the **device** does not perform as expected or described.

We, us, our: Collinson Insurance.

You, your: The person, who is a UK resident over 18 years old, who owns the **device** as stated on the **schedule of insurance**.

YOUR COVER

(**Your schedule of insurance** will confirm which element(s) of insurance **you** have selected and are covered for.) This policy covers **your device** when in the care of **you** or a member of **your immediate family**.

What we cover	What we do not cover
<p>Accidental damage or Malicious damage:</p> <p>We will arrange a repair if your device is damaged as the result of an accident or malicious damage.</p> <p>If your device cannot be economically repaired, it will be replaced.</p>	<ul style="list-style-type: none"> • Damage caused by you or your immediate family on purpose. • Damage caused by you not following the manufacturer's instructions. • Cosmetic damage including scratches, dents or other visible defects that do not stop the device working properly. • Any damage if you cannot send us the device for repair. • Wear and tear or gradual deterioration in performance. • Damage caused by routine servicing, inspection, maintenance, or cleaning. • Anything in What is Not Covered (General Exclusions).
<p>Theft:</p> <p>If your device is stolen, we will replace it. Where only a part or parts of your device have been stolen, we will only replace that part or those specific parts.</p>	<ul style="list-style-type: none"> • Theft from a motor vehicle unless the device was concealed in a locked boot or glove compartment with all the vehicle's doors and windows closed and security system activated. Evidence of the damage caused gaining access will be required. • Theft from any building or premises unless force or violence was used to gain access. Evidence of the damage caused gaining access will be required. • Theft if your device has been left unattended. • Theft by a member of your immediate family.

	<ul style="list-style-type: none"> Any theft not reported to the police and a crime reference number obtained. Anything in Not Covered (General Exclusions).
<p>Accidental loss:</p> <p>If your device is a mobile phone, iPad or tablet and you accidentally lose it, we will replace it.</p>	<ul style="list-style-type: none"> Accidental loss of any device that is not a mobile phone, iPad or a tablet. Any claim for accidental loss where the circumstances of the loss cannot be clearly identified, i.e., where you are unable to confirm the time and place you last had your device. Any claims for any device accidentally lost in your home. Loss of your device while in transit. Any loss of a SIM (subscriber identity module) card. Anything in Not Covered (General Exclusions).
<p>Breakdown:</p> <p>If your device suffers electrical or mechanical breakdown which happens outside of the warranty period, we will repair it.</p> <p>If your device cannot be economically repaired, it will be replaced.</p>	<ul style="list-style-type: none"> Breakdown which is covered by the terms of the device's warranty. Anything in Not Covered (General Exclusions).
<p>Liquid damage:</p> <p>If your device is damaged as a result of accidentally coming into contact with any liquid, we will repair it. If it cannot be repaired, we will replace it.</p>	<ul style="list-style-type: none"> Anything in Not Covered (General Exclusions).
<p>Device Accessories:</p> <p>If your claim for your device is approved, we will replace any accessories that were accidentally lost, stolen or accidentally damaged at the same time as your device up to a maximum value of £150. If we replace your device with a different make or model and this means that you can no longer use your existing accessories, we will replace them too, up to a maximum value of £150.</p>	<ul style="list-style-type: none"> Accessories not bought at the same time as your device Anything in Not Covered (General Exclusions).

Where Are You Covered

You are covered in The United Kingdom of Great Britain & Northern Ireland, the Isle of Man, and the Channel Islands. Cover is also automatically extended to include use of the **device** anywhere in the world for any trip.

There is no cover for claims where **you** are travelling to a country where the Foreign, Commonwealth & Development Office (FCDO) have advised against all but essential travel. **You** can check the FCDO travel advice at www.gov.uk/foreign-travel-advice.

What is Not Covered (General Exclusions)

1. Any claim where **you** cannot provide **proof of usage**.
2. Any claim where the **device** has not been used since the insurance has been taken out
3. Any claim unless a SIM card registered to **you** was in **your** mobile phone at the time of the incident or where **your** Airtime provider cannot verify that **your** equipment has been in use since the policy started.
4. More than £4,000 for any one claim.
5. More than 2 **accidental loss** or **theft** claims in any 12-month rolling period.
6. **You** deliberately damaging, intentionally leaving, or neglecting the **device**.
7. Any incident for which **you** have previously tried unsuccessfully to claim under this policy
8. Any claim where **you** are not a UK resident
9. **You** have not followed the manufacturer's instructions.
10. Routine servicing, inspection, maintenance, or cleaning.
11. Loss caused by a manufacturer's defect or recall of the **device**.
12. Repairs carried out by persons not authorised by **us**.
13. Wear and tear or gradual deterioration of performance.
14. Cosmetic damage of any kind, including scratches, dents and other visible defects that do not affect safety or performance.
15. Any claim if the IMEI / serial number has been tampered with.
16. Any expense as a result of not being able to use the **device**, or any loss other than the repair or replacement costs of the **device**
17. The policy **excess** as confirmed on **your schedule of insurance**.
18. Reconnection costs or subscription fees of any kind.
19. Terrorism as defined by the Terrorism Act 2000 or any subsequent or amending legislation.
20. Any direct or indirect consequence of irradiation, contamination by nuclear material, or the properties of any radioactive matter or device.
21. Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
22. Any loss of or damage to information or data or software contained in or stored on the **device** whether arising as a result of a claim paid by this insurance or otherwise.
23. Any indirect loss or damage resulting from the event which caused the claim under this policy.
24. Any liability of whatsoever nature arising from ownership or use of the **device**, including any illness or injury resulting from such ownership or use.
25. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.

General Conditions

1. Unless **we** have agreed differently with **you**, English law and the decisions of English courts will govern this insurance.
2. **You** must take all available precautions to prevent any loss or damage.
Some examples of reasonable precautions might include:
 - a) Not deliberately leaving the **device** out of **your** own sight
 - b) Promptly returning to the place of any **theft** or **accidental Loss** to try to recover the **device** as soon as **you** become aware the **device** has gone missing
 - c) Report the incident to the place where **you** think it occurred or where it is most likely to be handed in
 - d) Checking the **device** is on **your** person before leaving any form of public transport or taxi**We** will take into account where **you** were and what **you** were doing at the time the incident occurred, when **we** assess whether **you** have taken care of **your device**. If **your** actions show **you** have taken an unnecessary risk with it, **we** may decline **your** claim.
3. This insurance only covers **device** bought in The United Kingdom of Great Britain & Northern Ireland, the Isle of Man, and the Channel Islands. Cover is also automatically extended to include use of the **device** anywhere in the world for any trip and is subject to any repairs being carried out in the UK by repairers approved by **us**. No cover is provided for claims where **you** are travelling to a country where the Foreign, Commonwealth & Development Office (FCDO) have advised against all but essential travel. **You** can check the FCDO travel advice at www.gov.uk/foreign-travel-advice.
4. **You** must provide **us** with any receipts or documents that it is reasonable for **us** to request.
5. **You** cannot transfer the insurance to someone else or to cover any other **device** without **our** written permission.

6. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, **warranty**, or insurance.
7. **We** will not provide cover, pay any claim, or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom and/or all other jurisdictions where **we** transact business

Our Right to Change the Cover or Price

You will receive at least 30 days written notice if **we** decide or need to change **your** policy cover or the price of **your** insurance. Reasons may include:

- To make small changes to the words in **your** policy that do not affect the cover **you** get and just make it easier to understand.
- To follow any new laws, regulations, or guidelines that affect **us** or **your** policy.
- To follow any changes in taxes that apply to **your** policy.
- To cover the costs of providing **your** insurance if there are more or fewer claims than **we** expected.
- To cover the costs of any new benefits or cover **we** add to **your** policy.
- To cover the costs of any changes to **our** systems or technology that help provide **your** insurance.
- If the changes are favourable for **you**, we may make them straight away and let **you** know within 30 days.

How to Make a Claim

Contact the **administrator** as soon as possible after any incident that may result in a claim under this insurance:

Online: ktmdeviceprotection.co.uk

Phone: 0333 900 1177

Email: claims@ktmdeviceprotection.co.uk

1. **You** must provide full and complete information either by telephone or online to support your claim.
2. For damage claims **you** will be required to send the **device** to **our** authorised repairer. Details of the address will be advised to **you** once the claim is accepted. **You** will be responsible for the cost of posting **your device** to them. We may also provide you with the option to take your device to a walk-in repair facility.
3. If **your device** is a mobile phone inform **your** airtime provider within 24 hours of discovering the **accidental loss** or **theft**. Ask them to blacklist **your** handset.
4. If **your device** is a mobile phone **you** must take all reasonable steps to remotely locate, lock, or block your device within 24 hours of discovering the **accidental loss** or **theft**.
5. Report the **theft** or **accidental loss** of **your device** to the police as soon as possible once discovered. Get a crime reference number for **theft** or a lost property number for **accidental loss**.
6. If **we** replace **your device**, the damaged or lost item becomes **our** property once **you** receive the replacement item. If **you** find the claimed item or it is returned to **you**, you must let **us** know and send it back if requested.
7. Send **us** any **proof of usage** or any further documentation **we** require to support **your** claim.

Before **your** claim can be approved, **you** must pay the **excess**.

How We Settle Your Claim

1. The intention of this policy is to put **you** back in the same position as immediately before the **accidental loss**, **theft** or damage. Unless expressly advised at the time of purchase it is not a replacement as new policy. If the **device** cannot be replaced with an identical **device** of the same age and condition, **we** will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the **device** at the time the claim is made. All replacements **devices** come with a full 12-month **warranty**. **We** cannot guarantee that the replacement

device will be the same colour as the original item.

- Repairs will be carried out using readily available parts. Where possible **we** will use original parts but, in some cases, unbranded parts may be used. In the event that any repairs authorised by **us** under this policy invalidate **your warranty**, **we** will repair or replace **your device** for the remaining period of **your warranty** in line with **your warranty** terms and conditions.
- All blocks must be removed from **your device** before being sent for repair. This includes any personal pin locks or operator specific security blocks, including Apple Find My iPhone and for Android devices Google Find My device services. Failure to do so will result in **your** claim being delayed, and/or, **your device** being returned to **you**.

Fraud

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- Fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- Fails to reveal or hides a fact likely to influence the cover **we** provide;
- Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- Makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge;

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**, and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

How to Cancel

You have the right to cancel this policy within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. **We** will refund to **you** any premium **you** have paid to **us** provided that no claim has been paid by **us** and **you** do not intend to make a claim under this insurance.

You can cancel this policy after 14 days, but **you** will not get any money back.

To cancel please contact **us** using the details below.

Online: ktmdeviceprotection.co.uk

Phone: 0333 900 1177

Email: hello@ktmdeviceprotection.co.uk

Cancellation by Us

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** by email.

Valid reasons may include but are not limited to:

- Where **we** reasonably suspect fraud
- Non-payment of premium

- C. Threatening and abusive behaviour
- D. Non-compliance with policy terms and conditions
- E. **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

How to Complain

We always strive to provide excellent service. However, if **you** have a complaint, please contact **us** using the details below.

Online: ktmdeviceprotection.co.uk
Email: hello@ktmdeviceprotection.co.uk
Tel: 0333 900 1177

We will respond to **your** complaint within four weeks of receiving it. **Our** response will be **our** final decision based on the information provided. If there's a delay in **our** investigations, **we'll** explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you're** still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

The Financial Ombudsman Service
Exchange Tower
1 Harbour Exchange Square, London
E14 9SR
Telephone: 08000 234 567 (free for people calling from a landline) or 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk
Online: www.financial-ombudsman.org.uk

Following this complaints procedure does not stop **you** from taking legal action.

Financial Services Compensation Scheme (FSCS)

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.

Premium and Claims – Your Rights

When handling premium payments from **you** that are due to **us** and when handling any claim **you** make, the **administrator** acts as **our** authorised agent. This means that when **you** pay a premium to the **administrator** it is deemed to have been received by **us**. Any valid claim **you** make is not deemed to have been settled by **us** until you have received a repaired or replacement item from the **administrator**.

Collinson Insurance Privacy Notice

How we use the information about you

As a data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. **We** also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for **us** to:

- Meet **our** contractual obligations to **you**.
- Issue **you** this insurance policy.
- Deal with any claims or requests for assistance that **you** may have.
- Service **your** policy (including claims and policy administration, payments, and other transactions).
- Detect, investigate, and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
- Protect **our** legitimate interests.

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.

We will not share **your** information with anyone else unless **you** agree to this, or **we** are required to do this by **our** regulators (e.g., the Financial Conduct Authority) or other authorities.

The personal information **we** have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by **us** and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting <https://cifas.org.uk/fpn> and <https://insurancefraudbureau.org/privacy-policy>

Processing your data

Your data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that **you** have with **us**.
- Is in the public or **your** vital interest: or.
- For **our** legitimate business interests.

If **we** are not able to rely on the above, **we** will ask for **your** consent to process **your** data.

How we store and protect your information

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union. **We** will need to keep and process **your** personal information during the period of insurance and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

We also have security measures in place in **our** offices to protect the information that **you** have given **us**.

How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of

your personal information, please contact **us** by email or letter as shown below:

Email address: data.protection@collinsongroup.com

Postal Address: 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

We want to make sure that **your** personal information is accurate and up to date. **You** may ask **us** to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact **our** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>