

wilko.com

GADGET INSURANCE



Introduction

This insurance is designed to protect **you** if **your gadget** is damaged, stolen or lost. It also provides cover if **your gadget** suffers a mechanical or electrical **breakdown** outside of its **warranty** period.

This insurance is arranged by Best Risk and Financial Service Limited and underwritten by Collinson Insurance (a trading name of Astrenska Insurance Limited). Registered in England number 01708613. Collinson Insurance 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. 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 **gadget** against **theft**, **accidental damage**, **breakdown**, and, for mobile phones, iPads and tablets, **accidental loss**.

Your gadget must be in good condition and full working order when **you** take out this policy. If there is evidence that the damage, **theft**, or loss happened before the policy start date or before **you** added **your gadget** 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 gadget** if **you** are able to provide **evidence of ownership**, and if it is:

1. Purchased by **you** as new in the UK, or;
2. Purchased by **you** as refurbished from the manufacturer or airtime provider 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 is not more than 36 months old at the time this policy is initially purchased, and;
4. Is in **your** possession and in good working condition (not damaged) and;
5. Has not previously been repaired using non-manufacturer parts.

Your responsibility

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

1. 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.
2. To make sure that all information supplied as part of **your** application for cover is true and correct
3. 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.

Definitions

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

Accessories	These are additional items, purchased in the UK and valued at £150 or below, that are used with your gadget , such as chargers, carrying cases, headphones, hands-free mounting kits, and USB cables. Sim cards and wearables are not covered.
Accidental damage	Damage to your gadget caused by a sudden, unexpected event.
Accidental loss/ Accidentally lost	The gadget has been accidentally left by you in a location and you are permanently deprived of its use.
Breakdown	A sudden mechanical or electrical failure of your gadget , that stops it working as it should.
Claims administrators	Wilko entrusts the handling of your gadget Insurance claim to our claims administration partner Davies Group Limited.
Evidence of ownership	A document to evidence that the gadget you are claiming for belongs to you . This can be a copy of the till receipt, delivery note, UK gift receipt or, if the gadget is a mobile phone, confirmation from your Network Provider that the mobile phone has been used by you .
Excess	The amount you must pay for each claim you make under this policy.
Gadget	The portable electronic gadget that meet the criteria, is insured by this policy, and is shown on your schedule of insurance . Gadgets include: Mobile Phones, iPhones, iPads, Tablets, Laptops, Cameras, or GPS devices. 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	The period this policy is in force for as stated in your schedule of insurance .
Precautions	All measures that would be appropriate for a person to take to prevent accidental loss, accidental damage, or theft of your gadget .
Proof of usage	Evidence that the gadget has been in use since the policy started. Where the gadget is a mobile phone, your Network Provider can give you this information. For other types of gadget , in the event of an accidental damage claim this can be verified when the gadget 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.
Territorial limits	The United Kingdom of Great Britain & Northern Ireland, the Isle of Man, and the Channel Islands
Theft	The unauthorised, dishonest taking of the gadget 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 gadget which outlines the circumstances in which repairs will be made or refunds or exchanges allowed if the gadget does not perform as expected or described.
We, us, our	Best Risk Management & Financial Service Limited and/or Collinson Insurance.
You, your	The person, who is a UK resident over 18 years old, who owns the gadget as stated on the schedule of insurance .

Your cover

✓ What we cover	✗ What we don't cover
<p>Accidental damage or Malicious damage:</p> <p>We will arrange a repair if your gadget is damaged as the result of an accident or malicious damage. If your gadget cannot be economically repaired, it will be replaced.</p>	<ul style="list-style-type: none"> ■ Damage cause by you or your immediate family on purpose. ■ Damage caused by you not following the manufacturer's instructions. ■ Any damage to your gadget while in transit. ■ Cosmetic damage including scratches, dents or other visible defects that do not stop the gadget working properly. ■ Any damage if you cannot send us the gadget for repair. ■ Wear and tear or gradual deterioration in performance. ■ Damage caused by routine servicing, inspection, maintenance, or cleaning. ■ Anything in the general exclusions.
<p>Theft:</p> <p>If your gadget is stolen, we will replace it. Where only a part or parts of your gadget 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 gadget was concealed in a locked boot or glove compartment with all the vehicle's doors and windows and security systems closed, locked, and 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 gadget has been left unattended. ■ Theft by a member of your immediate family. ■ Any theft not reported to the police and a crime reference number obtained. ■ Anything in the general exclusions.
<p>Accidental loss:</p> <p>If your gadget 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 gadget 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 gadget. ■ Any claims for any gadget accidentally lost in your home. ■ Loss of your gadget while in transit. ■ Any loss of a SIM (subscriber identity module) card. ■ Anything in the general exclusions.

Breakdown:

If **your gadget** suffers electrical or mechanical **breakdown** which happens outside of the **warranty** period, **we** will repair it. If **your gadget** cannot be economically repaired, it will be replaced.

- **Breakdown** of laptops.
- **Breakdown** which is covered by the terms of the **gadget's warranty**.
- Anything in the general exclusions.

Accessories:

If **your** claim for **your gadget** is approved, **we** will replace any **accessories** that were **accidentally lost**, stolen or accidentally damaged at the same time as **your gadget** up to a maximum total value of £150.

- Loss of or damage to **accessories** that were not attached to **your gadget** at the time of the incident.
- Anything in the general exclusions.

Liquid damage:

If **your gadget** 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.

- Anything in the general exclusions.

Unauthorised Calls:

If **your** mobile phone is lost or stolen and is used fraudulently, and **your** claim is covered by **your** policy, **we** will reimburse **you** for the costs upon receipt of **your** itemised bill up to a maximum value of £1,000 for any one claim. This includes calls, messages, downloads, and data made / used from the time it was **accidentally lost** or stolen up to a maximum of 24 hours from discovery of the incident.

- Anything in the general exclusions.

GENERAL EXCLUSIONS

Your gadget is not covered for:

1. Any claim for any **gadget** which does not meet the eligibility criteria on page 2.
2. Any claim where **you** cannot provide **evidence of ownership**.
3. Any claim where **you** cannot provide **proof of usage**.
4. **You** deliberately damaging, intentionally leaving, or neglecting the **gadget**.
5. **You** have not followed the manufacturer's instructions.
6. The use of non-manufacturer approved **accessories**.
7. Routine servicing, inspection, maintenance, or cleaning.
8. Loss caused by a manufacturer's defect or recall of the **gadget**.
9. Repairs carried out by persons not authorised by **us**.
10. Wear and tear or gradual deterioration of performance.
11. Cosmetic damage of any kind, including scratches, dents and other visible defects that do not affect safety or performance.
12. Any claim if the IMEI / serial number has been tampered with.
13. Any expense incurred as a result of not being able to use the **gadget**, or any loss other than the repair or replacement costs of the **gadget**
14. The policy **excess** - if **you** make a claim, an **excess** applies which must be paid to **us** before **your** claim can be settled. The **excess** level that applies is set out in **your schedule of insurance**.
15. Reconnection costs or subscription fees of any kind.
16. War Risk
Terrorism, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.
17. Nuclear Risk
Any direct or indirect consequence of irradiation, contamination by nuclear material, or the properties of any radioactive matter or device.
18. Sonic Boom
Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
19. Loss of Data or Software
Any loss of or damage to information or data or software contained in or stored on the **gadget** whether arising as a result of a claim paid by this insurance or otherwise.

20. Any indirect loss or damage resulting from the event which caused the claim under this policy.
21. Any liability of whatsoever nature arising from ownership or use of the **gadget**, including any illness or injury resulting from such ownership or use.
22. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.

CONDITIONS AND LIMITATIONS

1. Unless **we** have agreed differently with you, English law and the decisions of English courts will govern this insurance.
2. Claims are restricted to no more than 2 claims in any 1 year, or the maximum liability as shown on **your schedule of insurance** in any 1 year.
3. **You** must take all available **precautions** to prevent any loss or damage.
4. This insurance only covers **gadget** bought in the countries within the **territorial limits** of the policy. Cover applies throughout the **territorial limits** of the policy and is also automatically extended to include use of the **gadget** 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.
5. **You** must provide **us** with any receipts, documents, or **evidence of ownership**, that it is reasonable for **us** to request.
6. **You** cannot transfer the insurance to someone else or to cover any other **gadget** without **our** written permission.
7. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, **warranty**, or insurance.
8. **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.

AUTOMATIC RENEWAL OF YOUR POLICY

Annual policies

We will notify **you** at least 30 days before **your** policy is up for renewal. **We** will tell **you** if the price changes. Unless **you** tell **us** not to, **we** will automatically renew **your** policy.

We will charge the renewal to the same payment method **you** used when **you** first got the policy. If **you** don't want to auto-renew, follow the instructions in **your** renewal notice or **schedule of insurance**. If **you** don't do anything, **your** policy will auto-renew.

Monthly policies

We will automatically renew **your** policy each month unless **you** tell **us** not to.

OUR RIGHT TO CHANGE THE COVER OR THE PRICE

Annual Policies

If **we** change the terms of cover or price of **your** policy, it will only be done at **your** next annual renewal date.

Monthly Policies

You will receive at least two months written notice if **we** decide or need to change **Your** policy cover or the price of **Your** insurance for any of the following reasons:

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.

CANCELLATION

Your right to change your mind (withdrawal period)

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.

Cancellation by you after the withdrawal period

You can cancel the policy after 14 days;

If **you** pay **your** premium monthly, **your** policy will be cancelled at the next monthly anniversary of the date **your** policy started. There will be no refund of premium due as the premium paid will have only been in respect of the cover already received.

If **you** pay **your** insurance premium annually and providing **you** have not made a claim and do not intend to make a claim under this insurance, **you** will receive a proportionate refund of premium based on the unused period of cover under the policy.

To cancel **your** policy please contact **us** using the details below:

Email: insurance@wilko.com
 Phone: 0333 344 5417
 Post: Wilko
 Floor 4, Telecom House
 125-135 Preston Rd
 Brighton
 BN1 6AF

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** at **your** last known address.

Valid reasons may include but are not limited to:

- A. Where **we** reasonably suspect fraud
- B. 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 MAKE A CLAIM

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

Online: <https://WilkoGadget.davies-group.com>

Phone: 0345 646 2049

If **your** mobile phone is stolen or lost, inform **your** airtime provider within 12 hours of discovering the loss or **theft**. Ask them to blacklist **your** handset.

Report the **theft** or loss of **your gadget** to the police within 24 hours of discovery. Get a crime reference number for **theft** or a lost property number for loss.

If **we** replace **your gadget**, 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, let **us** know and send it back if requested.

Send **us** any **evidence of ownership** and/or **proof of usage** **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 loss or damage. It is not a replacement as new policy. If the **gadget** cannot be replaced with an identical **gadget** 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 **gadget** at the time the claim is made. All replacements **gadgets** come with a full 12-month **warranty**. **We** cannot guarantee that the replacement

gadget will be the same colour as the original item.

2. 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 gadget** for the remaining period of **your warranty** in line with **your warranty** terms and conditions.
3. In the event of a valid claim resulting in the replacement of the **gadget**, this policy will automatically cover the replacement **gadget**.
4. All blocks must be removed from **your gadget** before being sent for repair. This includes any personal pin locks or operator specific security blocks, including Find My iPhone. Failure to do so will result in **your** claim being delayed, and/or, **your gadget** 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.

COMPLAINTS

We always strive to provide excellent service. However, if **you** have a complaint, please follow these steps.

1. If **your** complaint is about the sale of **your** policy, contact:

Email: insurance@wilko.co.uk
 Phone: 0333 344 5418
 Post: Wilko
 Floor 4, Telecom House
 125-135 Preston Rd
 Brighton
 BN1 6AF
2. If **your** complaint is about a claim **you** made, contact Davies Group:

Email: gadgetcomplaints@davies-group.com
 Phone: 0345 646 2049
 Post: Customer Relations
 Davies Group
 Unit 8

Caxton Road
Fulwood
Preston
PR2 9NZ

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

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.

DATA PROTECTION

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/>