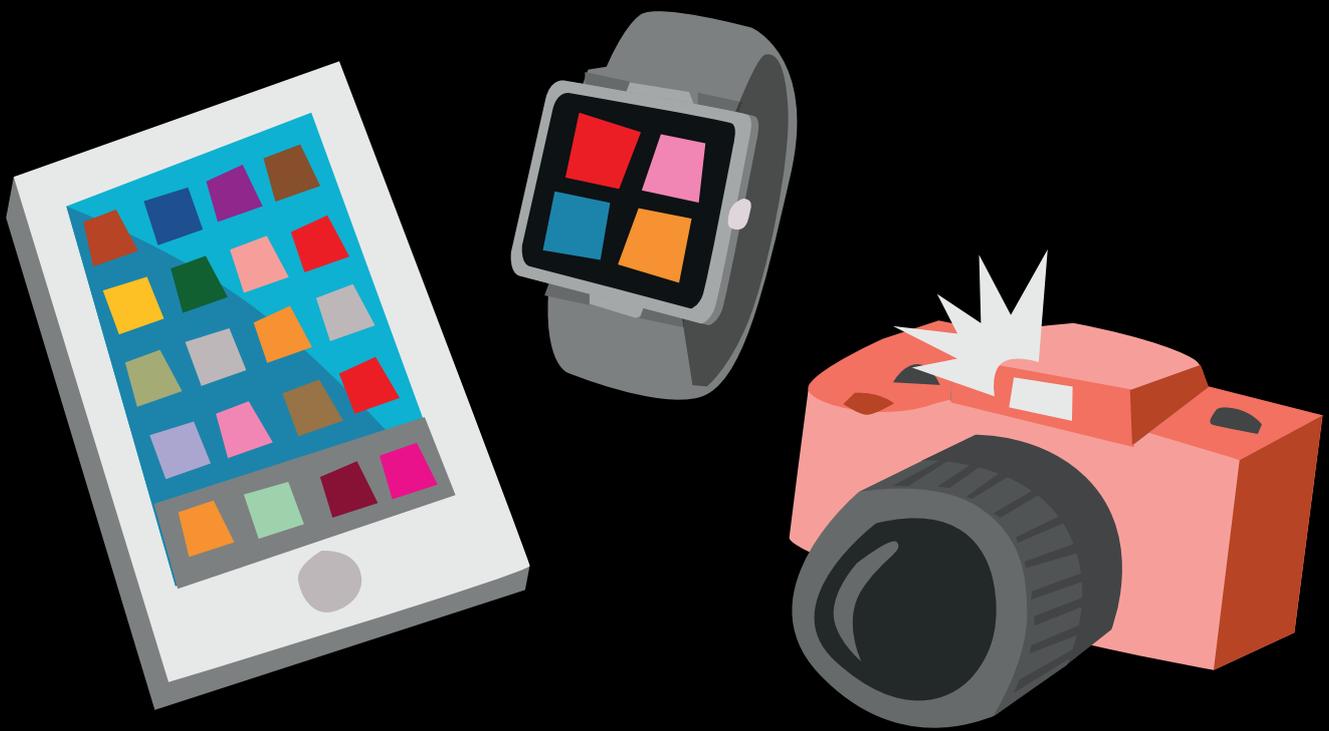


American Express

Gadget Insurance



Single item cover

Policy Terms and Conditions



AMERICAN EXPRESS® GADGET INSURANCE



Contents

Policy Summary	1
Policy Terms and Conditions	5
Section 1 - Definitions of Terms	5
Section 2 - Item Cover & Limits	7
A. Accidental Damage	7
B. Loss & Theft (if additional cover purchased)	7
C. Mechanical or Electrical Breakdown	7
Section 3 - General Exclusions	8
Section 4 - Making a claim	9
Section 5 - General Conditions	10
A. Other Insurances	10
B. Changes you can make to the policy - changing or registering a new item	10
C. Changes we can make to the policy	10
D. Cancelling the policy	10
E. When the insurance ends	11
F. What to do if you need to make a complaint	11
G. Fraud	12
H. Law applying to the policy	12
I. Rights of parties	12
J. Call recording	12
K. Affinion International's Limitation of liability	12
L. General Rights	13
Section 6 – Data Protection and Security	13

Policy Summary

This is a **policy** summary only and does not detail the full Terms and Conditions of the insurance **policy**. For full details, please refer to the Terms and Conditions on page 5.

American Express Gadget Insurance is sold by **American Express** Insurance Services Europe Limited.

American Express Gadget Insurance is provided by **Affinion** International Limited. **Affinion** International Limited acts as an intermediary for arranging the insurance and provides the administration of the associated services, except for those provided by **Citymain** Administrators Limited.

Citymain Administrators Limited are responsible for the administration of all claims.

American Express Gadget Insurance is underwritten by AmTrust Europe Limited.

American Express Gadget Insurance is only available to residents of the **United Kingdom** over the age of 18.

What is covered by American Express Gadget Insurance?

The level of **your** cover will depend upon the choices **you** made when **you** purchased this **policy**. This is detailed on **your Schedule of Insurance**.

The **policy** provides cover for replacing or repairing **your Insured Item(s)** in the event of:

1. **Accidental damage** (including liquid damage and **malicious damage**) and for **mechanical or electrical breakdown** after the original manufacturer's warranty/guarantee has expired (applicable for all policies).
2. **Theft** (if **you** selected the option to pay an additional **premium** and insure **your Gadget** and/or **Mobile Phone** for theft).
3. **Loss** (if **you** selected the option to pay an additional **premium** and insure **your Gadget** and/or **Mobile Phone** for loss).

For full details of cover options please refer to the "Item Cover and Limits" in *Section 2* of the **policy** Terms and Conditions.

Cover is extended worldwide for a maximum of 90 days in any 12 month period for all policies.

How does American Express Gadget Insurance work and how long does it last?

American Express Gadget Insurance protects **your Gadgets** and **Mobile Phones** from **accidental damage** (including liquid damage and **malicious damage**). Cover is also provided for **mechanical or electrical breakdown**, after the original manufacturer's warranty/guarantee has expired. **You** can choose to add additional protection for **theft** and **loss**. The level of cover will depend on the level of cover chosen by **you** at the time the cover is purchased.

In respect of **Gadgets** and **Mobile Phones**, there is a **deferred period** of 14 days when there is no cover under the **policy**. A **deferred period** applies after the **Insured Item(s) cover start date** as shown on **your Schedule of Insurance**.

American Express Gadget Insurance lasts until **your** agreement is cancelled or terminated under the terms of this **policy**. We will send **you** an annual benefits statement on the anniversary of **your policy start date**, but **you** should review **your** cover periodically to ensure it remains adequate to **your** needs.

You have the right to cancel **your policy** up to 14 days after the **policy start date** with a full refund of any monies paid unless **you** have made a claim. If **you** cancel after the first 14 days no further **premiums** will be payable from that date but any **premiums** already paid will not be refunded.

What are the benefits provided and key exclusions or limitations of American Express Gadget Insurance?

Key Feature & Benefit	Key Exclusions or Limitations	Policy Reference
<p>Item Cover</p> <p>Including:</p> <ul style="list-style-type: none"> Cover for items bought in the United Kingdom and overseas. Cover applies to use of the Insured Item(s) in the United Kingdom and extends to worldwide cover for up to 90 days in total in any 12 month period. <p>Accessories Cover</p> <p>If your claim for your Insured Item(s) is authorised, we will replace accessories that were lost, stolen or damaged at the same time as your Insured Item(s) up to a maximum value of £50 per claim.</p>	<p>The following exclusions apply:</p> <ul style="list-style-type: none"> This policy applies to Gadgets and/or Mobile Phones specified on the Schedule of Insurance. The Insured Item(s) must be in full working order when you purchase the insurance and you must be able to provide proof of ownership or proof of usage of the Insured Item(s) in order to make a claim. You must keep any Insured Item(s) in a good state of repair and take all reasonable steps to prevent loss, theft or damage. The policy includes a deferred period of 14 days when there is no cover under the policy. A deferred period applies after the Insured Item(s) cover start date shown on your Schedule of Insurance. Insured Item(s) cannot be more than 36 months old as of the cover start date. This policy offers repair and replacement and is not a new for old policy. Replacement Gadgets and Mobile Phones will come from available stock (which may be refurbished). If the same make and model is not available, for whatever reason, the Administrator will replace the item with a model of an equivalent specification and quality. We will not pay for more than two incidents in any rolling 12 month period. Where you have more than one item covered the limit is applicable to each item. There is an excess payable on each and every claim. The excess amount will depend on the level of cover you chose when you purchased your policy and is set out in your Schedule of Insurance. The most you can recover under this policy is the repair or replacement value, and will not exceed the Insured Item(s) market value as determined by the Administrator at the time of a claim. Where only a part or parts of the Insured Item(s) have been stolen, damaged, lost or a fault occurs, we will only pay for the repair or replacement of that part or parts. <p>In addition to claims excluded under <i>Section 3 – General Exclusions</i> - we will not pay for any claim where:</p> <ul style="list-style-type: none"> The item is used for business purposes. The item has been purchased through a business account. Accessories have been lost, stolen or damaged and were not attached to your Gadget or Mobile Phone at the time of the incident. 	<p>Section 2</p>

Key Feature & Benefit	Key Exclusions or Limitations	Policy Reference
<p>Accidental Damage</p> <p>Cover if your Insured Item(s) suffers accidental damage, (including liquid and malicious damage).</p>	<p>The following exclusions apply:</p> <p>We will not pay for any claim where:</p> <ul style="list-style-type: none"> • The incident was carried out deliberately or negligently by you or your resident family. • The Insured Item(s) was in the possession of someone else other than you or your resident family. • The damage was caused as a result of failure to follow the manufacturer's instructions. • It is deemed to be cosmetic damage (including scratches, dents and marring), or damage was caused by routine servicing, inspection, maintenance, dismantling or cleaning. 	Section 2 A
<p>Loss or Theft (If additional cover purchased)</p> <p>Cover if your Insured Item(s) is lost or stolen.</p> <p>The level of cover for your Insured Item(s) is specified on your Schedule of Insurance.</p>	<p>The following exclusions apply:</p> <p>We will not pay for any claim:</p> <ul style="list-style-type: none"> • Which is not reported to the police as soon as possible after discovery of the loss or theft. • From a motor vehicle when you or someone acting on your behalf is not in the vehicle, unless the Insured Item(s) is in a concealed compartment out of sight and the vehicle's security systems have been activated (where applicable). 	Section 2 B
<p>Mechanical or Electrical Breakdown</p> <p>Cover if your Insured Item(s) stops working in the way the manufacturer intended.</p>	<p>The following exclusions apply:</p> <p>We will not pay for any claim:</p> <ul style="list-style-type: none"> • During the manufacturer's warranty or guarantee period. • Due to a manufacturer recall. 	Section 2 C

The **Administrator** will ask **you** to supply documents to support **your** claim including, proof of ownership and the **Insured Item(s)** make, model and serial number (IMEI number for a **Mobile Phone**).

For full details please see 'Making a claim' in *Section 4* of the **policy** Terms and Conditions.

Please note that this **policy** provides **Mobile Phone** cover where **your Mobile Phone** is fitted with an active functioning SIM. In the event of a claim, **you** will be required to provide **proof of usage** from **your** network provider showing the handset has been in use since the item's **cover start date** and up to the **incident** giving rise to the claim.

How to make a claim?

You can make a claim by logging into **your American Express** Gadget Insurance account at www.gadgetprotection.co.uk and following the instructions to start a new claim.

Alternatively **you** can make a claim by contacting the claims team on **0800 917 7682** or if calling from abroad **+44 (0) 2392 676 898**. Lines are open Monday to Friday 9am-5.30pm. (excluding UK bank holidays).

What if I want to change the Insured Item(s) on cover?

To change **your Insured Item(s)** or to add an additional item to **your policy** cover:

Log in to **your American Express** Gadget Insurance account at www.gadgetprotection.co.uk and select 'Manage gadgets'. Once selected, follow the instructions on screen.

Alternatively **you** can call Customer Services on **0800 917 7682** with the changes **you** want to make or any new items **you** want to cover.

If **you** add, remove or amend an existing item **you** will be provided with a new **policy premium** quote. If **you** accept the revised quote, **your** existing **policy** will be updated and **you** will be issued with a new **Schedule of Insurance**. If **you** wish to add additional items to **your policy** **you** should review **your** cover to ensure it continues to meet **your** needs. The **American Express** Gadget Insurance Multi Item cover may be more suitable. **You** can compare both products at <https://insurance.americanexpress.co.uk/gadget-insurance/compare>.

Only the **Insured Item(s)** are covered. Acceptance of cover is at **Affinion** and the **Insurer's** discretion. Proof of ownership for the **Insured Item(s)** will be required in the event of a claim, or in the event of a **Mobile Phone** claim **proof of usage** will be required.

Would I receive compensation if AmTrust Europe Limited was unable to meet its liabilities?

You may be entitled to compensation from the Financial Services Compensation Scheme if the **Insurer** is unable to meet their liabilities under this insurance.

How do I cancel my policy?

You have the right to cancel **your policy** up to 14 days after the **policy start date** with a full refund of any monies paid. If **you** cancel after the first 14 days no further **premiums** will be payable from that date but any **premiums** already paid will not be refunded.

To cancel **your policy** please see the contact details set out in *Section 5 – General Conditions part D* in the **policy** Terms and Conditions.

How do I make a complaint?

If **your** complaint is about the administration (except claims) of **your policy**, **you** should write to **Affinion's** Customer Relations Manager at:

American Express Gadget Insurance, Sentinel House, Airspeed Road, Portsmouth, Hampshire PO3 5RF,
United Kingdom quoting **your policy** number.

Alternatively phone: **0800 917 7682**

Or email: enquiries@gadgetprotection.co.uk

If **you** have a complaint about the claims process or a claims decision, please contact the **Administrator** at:

Citymain Administrators Ltd Enterprise House, Isambard Brunel Road, Portsmouth, PO1 2RX,
quoting **your policy** number

Alternatively phone: **0800 917 7682**

Or email: customerrelations@Citymain.com

If **your** complaint is about the sale of **your** insurance **policy** from **American Express** Insurance Services Europe Limited, please contact:

American Express Insurance Executive Office
American Express Insurance Services Europe Limited, 1 John Street, Brighton East Sussex BN88 1NH
United Kingdom

Phone: **0800 032 3712** or **+44 (0)1273 576109**

Email: insuranceexec@aexp.com

You can contact the Financial Ombudsman Service at any time by writing to:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

www.financial-ombudsman.org.uk

By Phone on **0800 023 4567** or **0300 123 9123**.

By Email: complaint.info@financialombudsman.org.uk

Using these complaints procedures or referral to the Financial Ombudsman Service does not affect **your** legal rights.

Full details of the **American Express** Gadget Insurance complaints procedure may be found in *Section 5 – General Conditions part F* in the **policy** Terms and Conditions.

American Express Gadget Insurance Terms and Conditions

These are **your American Express** Gadget Insurance Terms and Conditions. These Terms and Conditions, together with the **Schedule of Insurance** form **your policy** with the **Insurer** and your agreement with **us**. **You** are required to take care to supply accurate and complete answers to all questions presented to **you** when **you** purchase this **policy**, and to make sure that all the information supplied is true and correct. Failure to do this may result in **your policy** being cancelled or a claim being rejected. **You** must tell **us** of any changes to the answers **you** have given as soon as possible.

American Express Gadget Insurance is arranged by **Affinion** International Limited who are authorised and regulated by the Financial Conduct Authority under registration number 311584.

Citymain Administrators Limited is responsible for the administration of all claims. They are authorised and regulated by the Financial Conduct Authority under registration number is 306535.

In return for paying or agreeing to pay **your premium(s)**, **Affinion** will arrange insurance for **you** under the Terms and Conditions of **your policy** for any **incident** which takes place during the **policy period** and **Citymain** will administer any claims.

Copies of this document are available in braille, large print and audio on request.

Please check that **you**, **your Gadgets** or **Mobile Phones** are eligible for cover;

- **You** can only purchase **American Express** Gadget Insurance if **you** are 18 years of age or over and live permanently in the **United Kingdom**.
- Only **Gadgets** or **Mobile Phones** belonging to **you** with proof of ownership or **proof of usage** are eligible for cover.
- **Insured Item(s)** can be bought in the **United Kingdom** or overseas.
- **Insured Item(s)** cannot be more than 36 months old as of the **cover start date** as specified on **your Schedule of Insurance**.

Demands and Needs

American Express Gadget Insurance (Single Item Cover) meets the demands and needs of **United Kingdom** residents over 18 years of age who wish to ensure that their **Gadgets** and **Mobile Phones** belonging to them are protected against **accidental damage** (including liquid and **malicious damage**) and **mechanical or electrical breakdown** after the original manufacturer's warranty/guarantee has expired. **You** can choose to add additional protection for **theft** and **loss**. The level of cover will depend on the level of cover chosen by **you** at the time the **policy** was purchased, or when you choose to insure additional items under this **policy**.

Section 1 – Definitions of Terms

Some of the words in this **policy** have specific meanings. These are explained below and have the same meaning wherever they appear in bold throughout this **policy**.

Affinion	Affinion International Limited, registered in England number 1008797. Registered office: Charter Court, 50 Windsor Road, Slough, Berkshire, SL1 2EJ United Kingdom. Affinion International Limited is authorised and regulated by the Financial Conduct Authority (FCA). Their FCA registered number is 311584. Affinion International Limited acts as an intermediary for arranging the insurance and provides the administration of the services other than claims.
Accessories	Means items such as, but not limited to, chargers, protective cases, carrying cases and headphones but excluding wearables (e.g. Smartglasses or Smart Watches) which were lost, stolen or damaged at the same time as your Insured Item(s) .
Accidental Damage	The sudden unexpected and unintentional failure of your Insured Item(s) caused by damage (including liquid damage or malicious damage) that prevents your Insured Item(s) from meeting its designed function.
Administrator, Citymain	Citymain Administrators Limited, registered in England 03979666. Registered office: Enterprise House, Isambard Brunel Road, Portsmouth, PO1 2RX, which is authorised and regulated by the Financial Conduct Authority under registration number 306535. Citymain Administrators Limited acts as an intermediary for the administration of claims.

American Express	American Express Insurance Services Europe Limited, registered in England and Wales Company Number 05048826, registered office 76 Buckingham Palace, Road, London SW1W 9AX and authorised and regulated by the Financial Conduct Authority, registration no. 311684.
Cover Start Date	The date your Insured Item(s) cover starts as shown on your Schedule of Insurance .
Deferred Period	A period of 14 days when there is no cover under the policy . This period applies immediately after the Insured Item(s) cover start date as specified on your Schedule of Insurance .
Excess	The amount you will be required to pay towards each claim you make under this policy and which will be detailed on your Schedule of Insurance .
Gadget	An electronic device designed by the manufacturer to be portable with its own internal power source which can be used in or away from the home .
Home	The address supplied by you as your permanent place of residence within the United Kingdom .
Incident	An event or a series of events, which results in the loss, theft, or accidental damage to your Insured Item(s) .
Insured Item(s)	A Gadget or Mobile Phone owned by you and listed on your Schedule of Insurance .
Insurer	AmTrust Europe Limited Registered in England and Wales. Company No. 1229676. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, their FCA register number is 202189. Registered office: Market Square House, St James's Street, Nottingham, NG1 6FG.
Loss	The disappearance of your Insured Item(s) in circumstances that do not involve theft and its whereabouts remain unknown.
Malicious Damage	The intentional or deliberate actions of any person other than you or your resident family which causes damage to your Insured Item(s) .
Mechanical or Electrical Breakdown	The failure of any electrical or mechanical component in your Insured Item(s) , which causes your Insured Item(s) to stop working in the way the manufacturer intended and which requires repair or replacement before it can be used again.
Mobile Phone	Your handheld portable mobile telephone (including accessories) but excluding personalised ring tones or graphics, downloaded material or software which are stored on your phone and which is identified on your Schedule of Insurance and belongs to you .
Policy	These American Express Gadget Insurance Terms and Conditions and the most recent Schedule of Insurance .
Policy Period	The period beginning at the policy start date shown on your Schedule of Insurance and ending on the earliest of one of the events listed in <i>Section 5 – General Condition - part E "When the insurance ends"</i> .
Policy Start Date	The date shown on your Schedule of Insurance .
Policy Year	A period of 12 months from the policy start date and each 12 month period thereafter.
Premium(s)	The amount payable by you for American Express Gadget Insurance and set out in your Schedule of Insurance .
Proof of Usage	The evidence from your network provider showing your Mobile Phone has been in use since the cover start date and up to the incident giving rise to the claim.
Resident Family	Your partner, spouse or any member of your family who permanently lives with you at your home address. Please note that students living away from home are not covered by this policy and should have their own policy in their own name.
Schedule of Insurance	A document sent to you after purchase of American Express Gadget Insurance which includes the details of your Insured Item(s) and which confirms your chosen level of insurance cover, your cover start date , and the excess payable.
Theft	The unlawful taking of your Insured item(s) 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 Insured Item(s) by forcible and violent means against your person.
United Kingdom	England, Scotland, Wales, Northern Ireland, and the Isle of Man.

We, Our, Us	Affinion International Limited.
You, Your	The person named on the Schedule of Insurance .

Section 2 - Item Cover & Limits

This **policy** covers **Insured Item(s)** belonging to **you** in the **United Kingdom**. Cover is extended to use anywhere in the world for up to 90 days in total in a **policy year**.

The cover for **your Insured Item(s)** will depend on the level of cover **you** chose when **you** purchased **your American Express Gadget Insurance policy**.

The level of cover for **your Insured Item(s)** is specified on **your Schedule of Insurance**.

In respect of a claim being approved by the **Administrator**, they will replace any **accessories** lost, stolen or damaged at the same time as **Insured Item(s)** up to a maximum value of £50 per claim.

The maximum amount **we** will pay under this **policy**, after receipt of the **excess** payment, is the repair or replacement value of the **Insured Item(s)**, and will not exceed the **Insured Item(s)** market value as determined by the **Administrator** at the time of a claim.

You are limited to two successful claims in a rolling 12 month period for each item **you** have insured.

A claim **excess** is applicable for all claims. The **excess** amount for each **Insured Item(s)** is specified in **your Schedule of Insurance**.

A. Accidental Damage

Accidental Damage - What is covered

If **your Insured Item(s)** suffers **accidental damage** during the **policy period**, the **Administrator** may at its sole discretion settle **your** claim, by repair, replacement or cash settlement. The **Administrator** will advise **you** of the method of settlement at the time **your** claim is authorised.

If the **Insured Item(s)** is uneconomic to repair, the **Administrator** will replace the **Insured Item(s)** with an equivalent model or a model with an equivalent specification, which will be determined by the **Administrator**. Replacement items will come from available stock (which may be refurbished). Where only a part or parts of **Insured Item(s)** have been damaged, the **Administrator** will only pay for the repair or replacement of that part or parts.

Accidental Damage - What is not covered

Damage caused by:

- **You** or a member of **your resident family** deliberately damaging or neglecting the **Insured Item(s)**.
- The **Insured Item(s)** being in the possession of someone else other than **you** or **your resident family**.
- Failure to follow the manufacturer's instructions.
- Cosmetic damage to the **Insured Item(s)** that has no effect on the functionality of the item, to include marring, scratches and dents.
- Routine servicing, inspection, maintenance, dismantling or cleaning of the **Insured Item(s)**.

B. Loss & Theft (if additional cover purchased)

Loss & Theft - What is covered

If **you** suffer **loss** or **theft** of **your Insured Item(s)**, the **Administrator** may settle **your** claim, at their sole discretion, by replacement or cash settlement. The **Administrator** will advise **you** of the method of settlement at the time **your** claim is authorised.

Replacement devices will come from available stock (which may be refurbished). If the same make and model is not available, for whatever reason, the **Administrator** will replace it with a product of similar specification and quality, which will be determined by them. Where only a part or parts of **your Insured Item(s)** have been lost or stolen, **we** will only pay for the replacement of that part or parts.

Loss & Theft - What is not covered

Loss or theft caused by you:

- Leaving the **Insured Item(s)** in an unoccupied motor vehicle, unless the **Insured Item(s)** is in a concealed compartment out of sight and the vehicle's security systems have been activated (where applicable).
- Which is not reported to the police as soon as possible after discovery of the **loss** or **theft**.

Please note that this **policy** provides **Mobile Phone** cover where **your Mobile Phone** is fitted with an active functioning SIM. In the event of a claim, **you** will be required to provide **proof of usage** from **your** network provider showing the handset has been in use since the item's **cover start date** and up to the **incident** giving rise to the claim.

C. Mechanical or Electrical Breakdown

Mechanical or electrical breakdown - What is covered

If the **Insured Item(s)** suffers a **mechanical or electrical breakdown** following the expiry of the manufacturer's warranty/guarantee and during the **policy period**, the **Administrator** may at its discretion settle **your** claim, by repair, replacement or cash settlement. The **Administrator** will advise **you** of the method of settlement at the time **your** claim is authorised.

If the **Insured Item(s)** proves impossible or uneconomic to repair, the **Administrator**, at its discretion will replace the **Insured Item(s)** with an equivalent model or a model with an equivalent specification, which will be determined by the **Administrator**. Replacement items will come from available stock (which may be refurbished).

Mechanical or electrical breakdown - What is not covered

- **Mechanical or electrical breakdown** during the manufacturer's warranty/guarantee period;
- **Mechanical or electrical breakdown** covered by manufacturer's recall of the **Insured Item(s)**.

Section 3 - General Exclusions

You will not be covered for:

- Any **incident** occurring in the **deferred period**, or outside the **policy period**.
- Any item not listed on **your Schedule of Insurance**.
- The **policy excess**.
- Any claim for **accidental damage** or **mechanical or electrical breakdown** unless the **Insured Item(s)** is provided for repair assessment.
- Any **Insured Item(s)** that was not in full working order when **you** purchased the insurance.
- Any claim where **you** have not kept the **Insured Item(s)** in a good state of repair and taken all reasonable steps to prevent **loss, theft** or damage.
- Any **Insured Item(s)** used in connection with a business.
- Any **Insured Item(s)** purchased through a business account.
- **Loss, theft** or **accidental damage** to any other devices which are not defined as a **Gadget** or **Mobile Phone**.
- **Loss, theft** or **accidental damage** to accessories which were not attached to **your Gadget** or **Mobile Phone** at the time of the **incident**.
- The cost of replacing any SIM card or memory card not in the **Insured Item(s)** at the time of the **incident**.
- Any claim where **you** are unable to provide proof of ownership of an **Insured Item(s)**, or in the case of a **Mobile Phone** claim unable to provide **proof of usage**. If **you** don't have proof of ownership or **proof of usage** the **Administrator** may decline **your** claim.
- Any claim where the serial number for an **Insured Item(s)** or the IMEI number for a **Mobile Phone** has been removed or tampered with in any way.
- Any **incident** involving **loss, theft** or **accidental damage** that results in a claim for the **Insured Item(s)** which is not reported to the police and to the **Administrator** as soon as possible after discovery.
- Any **incident** involving **mechanical or electrical breakdown** that results in a claim for the **Insured Item(s)** and which are not reported to the **Administrator** as soon as possible after discovery.
- Any **incident** where **your Insured Item(s)** is in the possession or control of anyone other than **you** or **your resident family**. Please note that students living away from **home** are not covered by this **policy** and should have their own **policy** in their own name.
- Damage caused by any form of portable external storage media including but not limited to memory cards, USB memory sticks or other digital recording equipment.

- Wear and tear, rusting or climatic conditions or other deterioration due to normal use or exposure, or where there has been a failure to follow the manufacturer's instructions for the **Insured Item(s)**.
- Any software or data installed on the **Insured Item(s)**, such as telephone numbers, ringtones, music, pictures, applications or videos, **accidental damage** caused as a result of a virus, or **accidental damage** caused by the installation of software or applications, or any costs incurred during reinstallation.
- Any costs suffered by **you** as a result of not being able to use an **Insured Item(s)** or any costs other than the repair or replacement cost of an **Insured Item**.
- Any claim where the **Insured Item(s)** is not portable and does not have its own internal power source which can be used in or away from the **home**.
- Any claim where there are any outstanding **premium(s)**.
- Any claim where the **Insured Item(s)** is a drone.
- Any claim arising from the confiscation, requisition or destruction of an **Insured Item(s)** by any government, public or legal authority.
- Any labour or other charges incurred where a fault cannot be found with an **Insured Item(s)**.
- Any claim caused by war, terrorism, invasion, revolution or any similar event.

Section 4 - Making a claim

- Report the **loss** or **theft** of the **Insured Item(s)** to the police as soon as possible after discovery and obtain a crime reference number in support of a **theft** claim, or a lost property number in support of a **loss** claim. If the **Administrator** is unable to verify the crime reference number, they will request a police report. The **Administrator** will not proceed with a claim until they have the required information.
- If the claim is the result of a **loss** or **theft** of a **Mobile Phone** please report it to the network provider as soon as possible to block the account. Additionally, if **you** have a smartphone with remote locking functionality, this should also be activated.
- Report any **incident** likely to give rise to a claim to the **Administrator** as soon as possible after discovery.

To start a new claim **you** will need to submit **your** claim details to the **Administrator**. **You** can do this by either:

- a) Logging in to **your American Express** Gadget Insurance online account at www.gadgetprotection.co.uk and selecting 'Make a claim'. Once selected, follow the instructions on screen
- b) Alternatively, **you** can call the claims team on **0800 917 7682** or if calling from abroad **+44 (0) 2392 676 898**. Lines are open Monday to Friday 9am-5.30pm (excluding UK bank holidays).

You can also contact the **Administrator** regarding existing claims by emailing them at claims@Citymain.com.

The **Administrator** will ask **you** to supply additional documents required to support **your** claim including, but not limited to:

- police crime reference/lost property number/police crime report (where applicable);
- proof of ownership or **proof of usage**;
- the **Insured Item(s)** make, model and serial number (IMEI number for a **Mobile Phone**)
- the **Insured Item(s)** inspection report from the repairer (where applicable), and
- any other documentation they reasonably request that is relevant to **your** claim.
- **You** may be asked to contact an authorised repairer to inspect the **Insured Item(s)** and provide a report detailing the fault, details of any repair work and the cost of labour and parts.
- If **your Insured Item(s)** is replaced, or you are reimbursed for the replacement of the **Insured Item(s)**, the lost or stolen item will belong to the **Insurer**. If the **Insured Item(s)** is then returned to **you** or if it is found, **you** must contact the **Administrator** immediately and if asked, **you** must send it to the **Administrator**.
- If an **Insured Item(s)** is lost, stolen, damaged or suffers **mechanical or electrical breakdown** whilst **you** are outside the **United Kingdom**, the replacement will only be sent to **your home** address and any necessary repairs will only be completed in the **United Kingdom**.

If **your** claim for a **Gadget** or **Mobile Phone** is settled by cash settlement or in the case of a **loss** or **theft** claim, the claim is rejected, then the insurance cover for that item will automatically cease and no further insurance **premiums** will be payable. If **you** only have one **Gadget** or **Mobile Phone** insured under the **policy**, this will result in **us** cancelling **your policy**.

Section 5 - General Conditions

A. Other Insurances

If at the time of a claim **you** have other insurance covering the claim, **we** will only pay **our** share of the claim.

B. Changes you can make to the policy – changing or registering a new item

To change **your Insured Item(s)** or to add additional items to **your policy**:

- Log in to **your American Express** Gadget Insurance account at www.gadgetprotection.co.uk and select 'Manage gadgets'. Once selected, follow the instructions on screen.
- Alternatively **you** can call Customer Services on **0800 917 7682** with the changes **you** want to make or any new item(s) **you** want to cover.

At the time of changing **your policy** **you** will be provided with a new **policy premium** quote. If **you** accept the revised quote, **your** existing **policy** will be updated and **you** will be issued with a new **Schedule of Insurance**. Where **you** have added new items to **your policy**, the **cover start date** for existing **Insured Item(s)** will remain the same and will be bound by the same **policy** limits. **Your policy premium** will automatically be amended and **you** will continue to pay for **your policy** via the payment method **you** previously selected.

If **you** wish to add additional items to **your policy** **you** should review **your** cover to ensure it continues to meet **your** needs. The **American Express** Gadget Insurance Multi-Item Cover may be more suitable. **You** can compare both products at <https://insurance.americanexpress.co.uk/gadget-insurance/compare>.

Only the **Insured Item(s)** are covered. Acceptance of cover is at **Affinion** and the **Insurer's** discretion. Proof of ownership for the **Insured Item(s)** will be required in the event of a claim, or in the event of a **Mobile Phone** claim **proof of usage** will be required.

C. Changes we can make to the policy

We can review and change the **premium** or change the Terms and Conditions of the **policy** at any time. The changes may increase or reduce the **premium** and may improve or reduce the cover provided by the **policy**, including the **policy** limits. **You** will be given at least 30 days' notice in writing of any changes, and notice will be sent to **your home** address.

The circumstances that may give rise to a change in **premium** or to the Terms and Conditions of the **policy** include: significant adverse claims experience, significant increase in the **Insurer's** operating costs, inflation, economic and environmental factors, and changes in legislation, taxation or interest rates.

You have the right to refuse any such changes and cancel the **policy** in accordance with *General Conditions – Section D - "Cancelling the Policy"*.

D. Cancelling the policy

You have the right to cancel **your policy** up to 14 days after the **policy start date** with a full refund of any monies paid, unless **you** have made a claim. If **you** cancel after the first 14 days no further **premiums** will be payable from that date but any **premiums** already paid will not be refunded. Where **you** have requested **us** to cancel **your policy**, **your policy** will cancel at the end of **your** current billing period.

You can cancel the **policy** at any time as follows;

By telephone: **0800 917 7682**

By email: enquiries@gadgetprotection.co.uk

By writing to **Affinion** at; The Customer Services Department, **American Express** Gadget Insurance, Sentinel House, Airspeed Road, Portsmouth, Hampshire, P03 5RF

We can cancel the **policy** by giving **you** at least 30 days' notice by email or in writing to the latest **home** address **we** have for **you** where there is a valid reason for doing so. **We** will set out the reason for cancellation in the email or letter. Valid reasons may include, but are not limited to:

- where **we** have not been able to collect the **premium(s)**. In this case, **we** will make reasonable efforts to contact **you** requesting payment by a specific date. If **we** are unable to contact **you** or do not receive payment by this date, **your policy** will be cancelled.
- where **we**, the **Administrator** or the **Insurer** reasonably suspect that **you** have submitted a claim knowing it to be false or a misrepresentation.
- where the **policy** is no longer available, for example, if the **policy** is being discontinued or the **Insurer** is no longer able to provide cover.

E. When the insurance ends

This **policy** will end at the earliest of the following:

- **You** no longer live permanently in the **United Kingdom**.
- **You** fail to pay the **policy premium(s)** due.
- **You, us** or the **Insurer** cancel the **policy**.
- **You** submit a claim knowing it to be false or a misrepresentation.

F. What to do if you need to make a complaint

If **you** have any cause for dissatisfaction regarding the administration of this **policy** (except claims) please contact **Affinion** quoting **your policy** number:

By emailing: enquiries@gadgetprotection.co.uk

By Telephone: **0800 917 7682**

By writing to: The Customer Services Department, **American Express** Gadget Insurance, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF

If **you** have a complaint about the claims process or a claim decision, please contact the **Administrator** quoting **your policy** number:

By emailing: customerrelations@Citymain.com

By Telephone: **0800 917 7682**

By writing to: **Citymain** Administrators Limited Enterprise House, Isambard Brunel Road, Portsmouth, PO1 2RX.

We and the **Administrator** aim to promptly solve customer complaints at the initial point of contact. Staff are fully trained to deal with **your** complaint quickly and efficiently. However should **you** inform **us** or the **Administrator** respectively, that **you** are dissatisfied with the response **you** have received, **your** complaint will be responded to by the relevant Customer Relations Team who will aim to resolve **your** complaint if this is possible, by the end of the next working day following receipt of **your** complaint.

If **your** complaint is about the sale of **your** insurance **policy** from **American Express** Insurance Services, please contact:

American Express Insurance Executive Office

American Express Insurance Services Europe Limited,

1 John Street, Brighton, East Sussex BN88 1NH United Kingdom

Phone: **0800 032 3712** or **+44 (0)1273 576109**

Email: insuranceexec@aexp.com

American Express aim to deal with **your** complaint quickly and efficiently and endeavor to resolve **your** concerns by the end of 3 business days. In the event this is not possible, **your** complaint will be referred to a member of their Executive Team who will investigate and respond to **your** concerns.

If **we**, the **Administrator** or **American Express** cannot resolve **your** complaint within these time frames, **we**, the **Administrator** or **American Express** will write to **you** within 5 working days, and do the best to resolve the problem within 4 weeks. If **we**, the **Administrator** or **American Express** cannot respond within these timescales **we**, the **Administrator** or **American Express** will write to **you** again within 4 weeks to provide **you** with a final response or to let **you** know when **we**, the **Administrator** or **American Express** will contact **you** again, which will be within 8 weeks from when **you** first contacted either party about **your** complaint.

You may refer **your** complaint to the Financial Ombudsmen Service at any time for an independent review, or if **you** are dissatisfied with the way in which **your** complaint is being handled. Their contact details are as follows:

Address: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Website: www.financial-ombudsman.org.uk.

Telephone: **0800 023 4567** or **0300 123 9123**.

Email: complaint.info@financialombudsman.org.uk

Using the complaints procedure or referral to the Financial Ombudsman Service does not affect **your** legal rights.

The EC online dispute resolution platform

You also have the option to register **your** complaint using the European Commission Online Dispute resolution (ODR) platform. This is a web based platform that is designed to help consumers who have bought goods or services online to deal with issues arising from that purchase. Complaints submitted to the platform will be dealt with by approved ADR providers.

You can access the platform online using the following website address: <https://webgate.ec.europa.eu/odr>

G. Fraud

We and the **Administrator** 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 / fraudulent documentations 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** or the **Administrator** identified the fraud. **We** and the **Administrator** reserve the right to report claimants to the police and fraud prevention agencies. It is to **your** benefit, **ours** and the **Administrator** that **we** aim to minimise the volume of fraudulent claims by ensuring that certain checks are carried out as part of the claims process.

To assist with the prevention of fraud, the **Administrator** may make the following checks:

- Contact the network providers to confirm reporting of lost or stolen **Mobile Phones**,
- Verify crime reference numbers and lost property details with the police,
- Review and validate any documents provided by **you**,
- Liaise with its repair partners to ensure consistency with circumstances provided,
- Communicate with and record details on anti-fraud databases, Insurers/industry groups to share information and best practice,
- Use online tools/databases to view **your** previous claims history and/or usage,
- Arrange for its investigators to visit those they suspect of fraud to discuss the circumstances of their claim.

H. Law applying to the policy

Unless agreed otherwise

- The language of the **policy** and all communications relating to it will be English.
- English law will apply to the contract of insurance.
- English Courts alone shall have jurisdiction in any dispute.

I. Rights of parties

A person or company who was not a party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy**. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

Financial Services Compensation Scheme

If the **Insurer** is unable to meet their liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning FSCS on 0800 678 1100 or 0207 741 4100.

J. Call recording

You are advised that any telephone calls made to **us** or the **Administrator** may be recorded. These recordings may be used to monitor the accuracy of information exchanged between **American Express** Gadget Insurance customers, and either **our** or the **Administrator's** staff. They may also be used to allow additional training to be provided to both **our** and the **Administrator's** staff or to prove that **we** or the **Administrator's** procedures comply with legal requirements. The staff are aware that conversations are monitored and recorded.

K. Affinion International's Limitation of Liability

This section (and any other clause excluding or restricting **Affinion's** liability) applies to **Affinion's** directors, officers, employees, subcontractors, agents and affiliated companies as well as to **Affinion**. Nothing in this **policy** in any way limits or excludes **Affinion's** liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be excluded or limited. Without prejudice to the rest of this **policy**, **Affinion's** liability of any kind in respect of any services or otherwise shall be limited to the amount of the **premiums** payable by **you** in any 12 month concurrent period under **your policy**.

In no event will **Affinion** be liable for any:

- Economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings).
- Loss of goodwill or reputation.
- Losses that **you** incur that were not foreseeable to **you** and **Affinion** when **your policy** was entered into.

Affinion and/or the **Insurer** will not be liable for losses arising from their inability to provide the **policy** and/or services in the event of war, terrorism, invasion, an act of foreign enemy, hostilities (whether war be declared or not), riot, strike, civil commotion, civil war, revolution, insurrection or act of military or usurped power or for any reason that is beyond **Affinion** or the **Insurer's** reasonable control.

L. General Rights

Your policy and any representations given to **you** during **your** application for **your policy** constitute the entire agreement between **you** and **Affinion** and/or the **Insurer**. Any failure to exercise or enforce any right or provision of **your policy** shall not constitute a waiver of such right or provision. If any provision of **your policy** is found by a competent jurisdiction to be invalid, then the remaining provisions shall remain in full force and effect.

Section 6 – Data Protection and Security

We, the **Insurer**, **American Express** and the **Administrator** are committed to protect the privacy of customers and the confidentiality and security of information entrusted to them. The following sets out how **we**, the **Insurer**, **American Express** and the **Administrator** use and process **your** information, which includes information **you** provided when **you** purchased **American Express** Gadget Insurance.

The details **you** supply will be stored securely and used by **us**, the **Insurer**, **American Express** and the **Administrator** to administer **your** agreement. Information may be disclosed to **American Express**, regulatory bodies and/or **your** bank or card issuer and/or the **Insurer**, **Affinion**, **American Express** or the **Administrator's** subcontractors for the purposes of providing the services, regulatory purposes, including carrying out necessary sanctions checks, and in relation to the cancellation of **your** membership for monitoring and quality purposes under this **policy**.

Information will be disclosed to the **Insurer** who will use **your** information to manage **your** insurance **policy**, including underwriting. This may include disclosing it to other Insurers, administrators, third party underwriters and reinsurers. The **Insurer** may use and share **your** information with other members of the AmTrust group companies. These details will not be kept for longer than necessary. **You** are entitled to a copy of all of the information held about **you** for which **we**, the **Insurer**, **American Express** and the **Administrator** may charge **you** a statutory fee.

Your bank/card issuer (including **American Express**) will pass **your** name, address, date of birth and card details to **us** for the purpose of providing the product and for future renewals for the purpose of billing **your** account with the **premium**. From time to time **we** may ask **your** card issuer to update **us** with any changes to the information they have provided to **us**, for example by providing **us** with any updated or new card numbers or expiry dates.

By entering into **your** agreement, **you** give **your** consent to the transfer of data outside of the EEA to the USA (including to an affiliate company of **Affinion**) for the purposes stated above. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law. **American Express** may exchange information with companies within the **American Express** group worldwide in order to administer and service **your** agreement, and process and collect relevant payments. **American Express** may also share **your** information with Insurers and service providers in the future regarding these services and in order to maintain the provision of suitable insurance benefits and future cover for **you**.

We and/or the **Administrator** may exchange **your** details with other Insurers through various databases to help check information provided and also to prevent fraudulent claims. **Your** details will not be kept for longer than necessary. **Your** data may also be disclosed to third parties where required by law or in the event that **Affinion** merges with or is bought by another company, or otherwise undergoes a corporate restructuring for the purposes of such merger or restructuring only.

For more information about **Affinion's** data processing activities or to opt-out of receiving marketing communications at any time, please write to: Customer Services Manager, **American Express** Gadget Insurance, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF.

Copies of this document are available in in braille, large print and audio on request by calling 0800 917 7682. Or call us from a textphone via the Next Generation Text service on 0800 917 7683. Lines are open Monday to Friday 8am-8pm, Saturday 9am-5pm (excluding UK bank holidays). Calls may be monitored and recorded for training and compliance purposes. The claims department is open Monday to Friday 9am to 5.30pm (excluding UK bank holidays). Calls may be recorded for training and quality purposes.

 insurance.americanexpress.co.uk/gadget-insurance

 enquiries@gadgetprotection.co.uk

 0800 917 7682

 Opening hours:

Customer service: 8am-8pm Monday to Friday and Saturdays 9am-5pm (excluding UK bank holidays)

Claims: 9am-5.30pm Monday to Friday (excluding UK bank holidays)

American Express Gadget Insurance is sold by American Express Insurance Services Europe Limited, registered in England and Wales, company no. 05048826, 76 Buckingham Palace Road, London, SW1W 9AX, is authorised and regulated by the Financial Conduct Authority (FCA), registration no. 311684.

American Express Gadget Insurance is provided by Affinion International Limited, registered in England and Wales company no1008797. Registered Office: Charter Court, 50 Windsor Road, Slough, Berkshire, SL1 2EJ. Authorised and regulated by the FCA under registration no. 311584. You can check this on the Financial Services Register by visiting www.fca.org.uk/register or by contacting the FCA on 0800 111 6768. Affinion International Limited acts as an intermediary for arranging the insurance and provides the administration of the associated services, except for those provided by Citymain.

All claims are administered by Citymain Administrators Limited, Enterprise House, Isambard Brunel Road, Portsmouth, PO1 2RX, which is authorised and regulated by the Financial Conduct Authority under registration number 306535.

This insurance is underwritten by AmTrust Europe Limited. Registered in England number 01229676. Registered Office: Market Square House, St. James's Street, Nottingham, NG1 6FG, United Kingdom. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services. Register No. 202189.