

American Express

Gadget Insurance



Multi item cover

Policy Terms and Conditions



AMERICAN EXPRESS® GADGET INSURANCE



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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?

Gadgets, Mobile Phones and Desktop Computers belonging to **you** or a member of **your resident family** are covered up to the specified limits, against **mechanical or electrical breakdown** after the original manufacturer's warranty/guarantee has expired, **accidental damage** (including liquid and **malicious damage**), **theft** and **loss**.

There is a full list of "Insurable Items" in *Section 2* of the **policy** Terms and Conditions.

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

American Express Gadget Insurance protects **you** and **your resident family's Gadgets, Mobile Phones and Desktop Computers** from **mechanical or electrical breakdown** after the original manufacturer's warranty/guarantee has expired, **accidental damage** (including liquid and **malicious damage**), **theft** and **loss**.

You and **your resident family's Insured Item(s)** will only be covered up to the maximum value of £1,500 if they are a **registered item** on **your policy**. Items which are not registered will still be covered, but only up to the maximum value of £150. Items with an **original purchase** price less than £150 are automatically covered and do not need to be registered on **your policy**, however the **unregistered item** must appear in the specified list of "Insurable Items" as detailed in Section 2 of the policy Terms and Conditions. **American Express** Gadget Insurance lasts until **your** agreement is cancelled or terminated under the terms of the **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.

In respect of **Gadgets, Mobile Phones and Desktop Computers**, there is a **deferred period** of 14 days when there is no cover under the **policy**. A **deferred period** applies after the **policy start date** shown on **your Schedule of Insurance** and then after the date **you** register an item.

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>Cover for items belonging to you or members of your resident family permanently living at your home.</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"> 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 policy start date shown on your Schedule of Insurance and then after the date you register an item. Registered items cannot be more than 36 months old at the date of registration or have an original purchase price of more than £1,500. Unregistered items cannot be more than 36 months old at the date of an incident that causes a claim. This policy offers repair and replacement and is not a new for old policy. Replacement Gadgets, Mobile Phones and Desktop Computers 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. The most we will reimburse for the repair or replacement of a registered item is the lower of £1,500 or the original purchase price. The most we will reimburse for the repair or replacement of an unregistered item is the lower of the original purchase price or £150. The most we will pay in a rolling 12 month period is £1,500 after the deduction of any applicable excess. The most we will reimburse for the cost of repairing or replacing accessories is £50. We will not pay for more than two successful claims in any rolling 12 month period. An excess of £50 per Insured Item(s) applies to all incidents. 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 4 –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 3</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 3 A
<p>Loss or Theft</p> <p>Cover if your Insured Item(s) is lost or stolen.</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 3 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 3 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 **policy start date** or the date you registered the **Mobile Phone** and up to the **incident** giving rise to the claim.

How do I 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).

How do I register or remove items on my policy?

To register or remove **items** on **your policy** please follow the steps below:

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 register.

Acceptance of cover is at **Affinion** and the **Insurer's** discretion. Proof of ownership 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 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.

To cancel **your policy** please see the contact details set out in *Section 6 – 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 the **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, 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 6 – 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 are responsible for 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**, **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** and **your Gadgets, Mobile Phones** or **Desktop Computers** 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, Mobile Phones** and **Desktop Computers** 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)** to be registered cannot be more than 36 months old at the date of registration.
- **Unregistered items** cannot be more than 36 months old at the date of the **incident** that causes a claim.

Demands and Needs

American Express Gadget Insurance (Multi Item Cover) meets the demands and needs of **United Kingdom** residents over 18 years of age who wish to ensure that **Gadgets, Mobile Phones** and **Desktop Computers** belonging to them or members of their **resident family** are protected against **accidental damage, mechanical or electrical breakdown** after the end of the original manufacturer's warranty/guarantee; **theft** and **loss**.

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.
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.

Deferred Period	A period of 14 days when there is no cover under the policy . This period applies immediately after the policy start date shown on your Schedule of Insurance and thereafter, the date you register an item.
Desktop Computer	The base unit, monitor, keyboard and mouse together with any desktop printer and/or scanner used for personal use.
Excess	The amount you will be required to pay per item towards each claim you make under this policy and which will be detailed on your Schedule of Insurance and in <i>Section 4 – General Exclusions</i> .
Gadget	An electronic device, as detailed under the Insured Item(s) <i>Section 2</i> , 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 result in the loss, theft or accidental damage to your Insured Item(s) .
Insured Item(s)	A Gadget, Mobile Phone or desktop computer belonging to you or a member of your resident family which appears in the list of ‘Insurable Items’ listed in <i>Section 2</i> of the Terms and Conditions.
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	A handheld portable telephone (including accessories) but excluding personalised ring tones, graphics, downloaded material or software which are stored on your phone, belonging to you or a member of your resident family .
Original Purchase Price	The amount paid for the Insured Item(s) at the date of purchase excluding any credit charges, delivery charges, interest charges or delivery costs.
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 Schedule of Insurance and ending at the earliest of one of the events listed in <i>Section 6 -General Conditions part E - “When the insurance ends”</i> .
Policy Start Date	The policy start 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 the policy start date or the date you registered the Mobile Phone and up to the incident giving rise to the claim.
Registered Item	A Gadget, Mobile Phone or desktop computer which has been registered with us and appears on your Schedule of Insurance .
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 lists your registered items.
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.
Unregistered item	A Gadget, Mobile Phone or desktop computer which is owned by you or a member of your resident family which is specified in the list of “Insurable Items” as detailed in <i>Section 2</i> of these Terms and Conditions, but does not appear on your Schedule of Insurance .

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

Section 2 - Insurable Items

All **Insured Item(s)** covered under the **policy** must be from the specified categories listed below.

Claims will only be accepted if the **Insured Item(s)** is one of the following;

- **Desktop Computers.**
- **Mobile Phones:** including **accessories** such as a Bluetooth headset.
- **Gadgets:** including:
 - Portable Hi-Fi and audio equipment: personal CD/mini disc player, MP3/MP4 Player (including iPods). Wireless speakers, portable media centre/MP4, headphones.
 - Portable TV, DVD and games equipment: hand-held TV, portable DVD player, hand-held game machine (excluding game software).
 - Photographic equipment: camera, video camera, camera **accessories**, portable digital photo frames.
 - Hand-held computer equipment: laptop, tablets, e-reader, portable data storage device, dictation machine. (Software and **loss** of data is not covered).
 - Portable car navigation equipment: Satellite Navigation equipment, GPS tracker.
 - Wearables: smartglasses, smart watches, wristbands and activity monitors.

This **policy** does not provide cover for drones.

Any item which is not displayed but is the result of technological advances should be notified to **us** as soon as possible. **We** and the **Insurer** will review such items and at their sole discretion will decide if the item can be covered.

Section 3 - Item Cover & Limits

This **policy** covers **Insured Item(s)** owned and used by you and members of **your resident family** 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 maximum amount **we** will pay for the repair or replacement of a **registered item** after the receipt of the **excess** payment is the lower of the **original purchase price** or £1,500.

The maximum amount **we** will pay for the repair or replacement of an **unregistered item** after the receipt of the **excess** payment is the lower of the **original purchase price** or £150.

Items with an **original purchase price** over £1,500 are not covered.

The maximum **we** will pay in any **policy year** after payment of any applicable **excess** is £1,500.

You are limited to two successful claims in any rolling 12 month period.

An **excess** of £50 applies per **Insured Item(s)** which is lost, stolen, damaged, or develops a fault as appropriate, to all **incidents**.

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.

A. Accidental Damage

Accidental damage - What is covered

If **your Insured Item(s)** is damaged as a result of an accident 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)** 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**. **Insured Item(s)** that are replaced will come from available stock (which may be refurbished). Where only a part or parts of **Insured Item(s)** have been accidentally damaged, **we** will only pay for the 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 used by someone else other than **you** or a member of **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

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 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** or a member of **your resident family**:

- 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 **policy start date** or the date the item was registered 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 4 - General Exclusions

You will not be covered for:

- Any **incident** occurring in the **deferred period**, or outside the **policy period**.
- The **excess** payment of £50 per **Insured Item(s)**. Applicable to all **incidents**.
- Any item that was more than 36 months old at the date of registration or has an **original purchase price** of more than £1,500.
- Any **unregistered item** that is more than 36 months old at the date of the **incident** that causes a claim.
- 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 items which are not defined as a **Gadget, Mobile Phone** or **Desktop Computer**.
- **Loss, theft** or **accidental damage** to **accessories** which were not attached to **your Gadget, Mobile Phone** or **Desktop Computer** 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 is 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 a member of **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, damage caused as a result of a virus, or damage caused by the installation of software or applications, or any costs incurred during reinstallation.
- Other than a **Desktop Computer** 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 the **Insured Item(s)** is a drone.
- Any costs suffered by **you** or a member of **your resident family** 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(s)**.
- Any claim where there are any outstanding **premium(s)**.
- 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 5 - 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/or
 - 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**.

Section 6 - 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

There is no limit on the number of **Insured Item(s)** **you** can insure or register. **Insured Item(s)** with an **original purchase price** of more than £150 should be registered to obtain the full protection provided by the **policy**. **Insured Item(s)** with an **original purchase price** of less than £150 are automatically covered, but must be less than 36 months old at the time of the **incident** that causes a claim and must appear in the specified list of “Insurable Items” as detailed in Section 2 of these **policy** Terms and Conditions.

To register or remove items on **your policy** please follow the steps below;

- 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 register.

If **you choose** not to register any items, or no longer have items worth more than £150 **you** should review **your** cover to ensure it continues to meet **your** needs. The **American Express** Gadget Insurance – Single Item cover may be more suitable. **You** can compare both products at <https://insurance.americanexpress.co.uk/Gadget-insurance/compare>.

C. Changes we can make to the Policy

We can review and change the **premium(s)** or change the Terms and Conditions of the **policy** at any time.. The changes may increase or reduce the **premium(s)** 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(s)** 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 the **Policy General Conditions – Part 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, PO3 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 the 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 **premium(s)** 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 7 - 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 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.

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