

## Terms and Conditions of insurance for simplurance protection plan for mobile electronics

### General Information

This policy provides cover for your mobile electronic device as detailed on your insurance certificate.

This policy, together with your insurance certificate, details what you are covered for and what you are not covered for. Please read both documents carefully. If you do not comply with the conditions, this may result in your claim not being covered or affect the amount we pay to you in the event of a claim. Please contact us immediately, if any details in your insurance certificate are incorrect.

Some words in this policy have specific meanings. These words are explained in the 'General Definitions' section below.

### 1. General Definitions

Accessories: All items contained in the original package, but not the insured device itself such as chargers, protective cases, carrying cases, headphones and hands-free mounting kits, keyboards.

Damage: Damage caused to your insured device by an unintentional drop, fall, or impact occurring at a definable time and place and impairing the functionality or safe use of the insured device.

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

Excess: The pre-defined amount payable by you for each valid claim you make under your insurance policy. The amount of the Excess may depend on your insured device's purchase price/value.

Explosion: Sudden expulsion of energy caused by gases or vapours expanding outwards. It does not refer to the explosion of steam or any devices under high pressure.

Fire: Conflagration caused outside any source designed for that purpose, or which has left its place of origin and has spread spontaneously.

Insured device: The device and its unique specifications as stated on your insurance certificate.

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

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

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

New device: The item that was purchased as brand new which was insured within 7 days after its purchase date.

Proof of purchase: Original receipt and any other documentation required to prove your device was purchased from a VAT registered company in your country of residence – including the

date of purchase, make, model, serial and IMEI number of device where applicable. In case of a claim, this document will be requested.

Purchase price/value: The non-subsidized original purchase price of the insured device including VAT and excluding any discounts, offers or promotion given by the vendor.

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

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

Safe personal custody: Eye- or body contact with the insured device and the theoretical ability to remark and defend a potential theft.

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

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

Waiting Period: For used devices only, an initial period after taking out cover during which you would not be insured.

We, Us, Our: simplurance GmbH (on behalf of the insurer).

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

### 2. Definition of Insurable Objects

#### 2.1 Insured devices

This policy covers a new device or a used device that is undamaged at the time when purchasing this policy including accessories, as specified below:

Smartphones, mobile phones, tablets, notebooks, smartwatches, e-book readers, photo cameras, video cameras, projectors, navigation systems, digital photo frames, portable TVs and video players, portable music player, headphones and portable speakers, shavers, personal digital assistant, mobile digital assistant.

Used devices are subject to a waiting period of 6 weeks from the date the inception of the insurance policy.

#### 2.2 Uninsured devices

This policy does not cover a device that is:

- older than 6 months;
- not mentioned in 2.1;
- faulty on delivery from the retailer;
- purchased outside your country of residence;
- damaged at the date of purchasing this policy.

### 3. Definition of insured and uninsured events

#### 3.1 Insured risks, damages and losses

This policy will cover accidental damage of the insured device due to:

- operating errors;
- breakages;

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- dropping the device and liquid damage (excluding damage or destruction caused by weather conditions);
- fire, lightning, explosion, implosion, overvoltage, induction and short-circuit;
- vandalism.

Additionally, if the option has been purchased together with this insurance policy, your device is also protected against forceful theft (burglary and robbery) and theft of the device out of your safe personal custody.

### 3.2 Uninsured risks, damages and losses

The following are not covered under this policy:

- the policy excess;
- any damage or loss occurring in the waiting period applicable;
- any claim where you have not kept the insured device in a good state of repair and taken all reasonable steps to prevent damage;
- damage that is also covered by any warranty;
- theft if device has not been kept in your safe personal custody
- theft when the device is left visibly in a motor vehicle or if it is stolen from any building or premises, unless force was used to gain entry to the building
- breakdown of batteries;
- any software or data installed such as telephone numbers, ringtones, music, pictures, applications or videos;
- damage caused as a result of a virus, or damage caused by the installation of software or applications, or any costs incurred during reinstallation;
- cosmetic damages, such as scratches, dirt and discoloration;
- screen burn-in or pixel errors;
- damage that occurred at the time of packing or transporting the insured device (excluding dispatch of device after we have approved a repair with an assigned repair shop);
- damage caused by repairs of the insured device that were not authorized by us;
- damage caused by nuclear hazards, war, hostilities, civil war, revolution, acts of terrorism, riots or insurrections, confiscation, requisition, destruction of the device or damage to it by any government, public or legal authority serial errors and recall actions by the manufacturer;
- damage caused by faulty construction, faulty wiring or other error in the assembly of the device;
- costs for adjustments or troubleshooting where there is no fault in the device;
- damage intentionally caused by you;
- any malfunctions or damages that can be corrected by resetting the device to factory settings or cleaning it;
- direct and indirect consequential damages and financial losses;
- liquid damage caused by weather event, e.g. rain;
- airtime abuse, meaning any airtime charges incurred by unknown persons following the theft or loss of the device;
- wear and tear or gradual deterioration of performance of your device;
- loss of the insured device;
- payment of a claim or provision of any other benefit under this policy if we are prevented from doing so by any economic sanction which prohibits us from providing cover under this policy.

### 4. Geographic scope

This insurance is valid worldwide. If an insured device is lost, stolen, or damaged whilst you are outside your country of residence, shipping costs of the insured device to the repair shop and back to you are covered insofar as they do not exceed the standard local tariff of your country of residence.

### 5. Insured Amounts, Limits & Excess

#### 5.1 Sum insured

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

#### 5.2 Compensation

If you claim for damage to your insured device, we will always attempt to repair it. If your insured device cannot be repaired or the cost of the repair exceeds the market value or purchase price, you will be entitled to an equivalent (maybe refurbished) replacement device. We cannot guarantee that the replacement device will be the same color as the original item. Disposal services of the defective device are excluded.

In the case where the insured device cannot be repaired, or in the event that a replacement device cannot be provided, we will compensate you in form of a cash settlement. The type of compensation (repair, replacement, cash settlement) is solely chosen by us.

If we determine that your insured device needs to be replaced following a valid claim we will endeavor to replace it with an identical, (maybe refurbished) device condition as your originally insured device.

Any repair of the insured device will be guaranteed by us for three months, regardless of an expiration or a termination of your policy. If the insured device has been subjected to changes or design improvements prior to the claim then these are not insured under this policy. If a repair of the insured device creates additional costs to maintain these changes, then these costs are likewise not covered by this policy. We will advise you of these costs in advance so that you may pay them separately.

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

#### 5.3 Excess

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

Purchase Price (GBP)	Excess (GBP)
1.00 - 500.00	30.00
500.01 - 1,000.00	60.00
1,000.01 - 3,000.00	90.00
3,000.01 - 4,000.00	150.00
4,000.01 - 5,000.00	200.00

### 6. Making a claim

All claims must be notified as soon as reasonably possible, otherwise if we have been prejudiced by the delay we may have the right to deny or reduce the claim appropriately.

All Theft and Loss claims: You must notify the appropriate local police authority as soon as possible following discovery of a theft or loss, and obtain a crime reference or lost property number.

To start a new claim, you will need to submit your claim details to us. This is done by logging the claim into our web portal of [www.simplurance.co.uk/claims](http://www.simplurance.co.uk/claims) and selecting 'Report a Claim'.

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

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

- incident or crime reference number or lost property number or

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- police crime report (where applicable);
- proof of purchase;
- the damaged device (including accessories);
- pictures;
- any other documentation we reasonably request that is relevant to your claim.

We will assess your claim, and as long as your claim is valid, we will organize the repair or replacement of the insured device in accordance with this policy. Before your claim can be settled, you must pay us the excess. We will use our network to repair your device.

Occasionally we may authorize you to use a local repair shop of your preference. In this case, we will provide you with details on how to proceed with the repair. In these circumstances, you will need to provide us with a quotation with repair cost estimates from this repair shop, containing the device name, serial number and cause of damage.

### 7. General conditions

#### 7.1 Information you must provide

- You are obliged to provide all information expressly requested and all that may be material to the conclusion of the insurance policy truly and in good faith.
- You are solely responsible for the accuracy of the device identification data provided in the insurance certificate (e.g. serial number). Please check immediately these details upon receipt of the insurance certificate and report any inaccuracy by sending us an e-mail. If you do not do this and the device identification data do not correspond with that printed on the certificate, your device may not be covered under this policy. Should any of your personal details change (such as your name or address) please ensure you contact us as soon as reasonably possible, in order for your details to be updated.
- For the period of the insurance cover, you must keep the insured device in an orderly and operational condition, and fulfil all duties of reasonable care to prevent or, at least, minimize the risk of damage. If you fail to do so, subsequent damages may not be covered under this policy.
- If costs are incurred due to any misrepresentations by you, which would otherwise not have arisen if the information would have been accurate, we shall reserve the right to charge you for these costs.
- If you intentionally breach any of the obligations stipulated in this policy, we may not pay any claim under this policy.
- If an obligation is infringed through negligence, we shall be entitled to reduce the payment of compensation in accordance with the severity of the culpability. It's your responsibility to prove the absence of negligence.
- Except in the case of a fraudulent breach or gross negligence, we shall remain obliged to render compensation unless the breach of the obligation had no causal connection to the occurrence or discovery of the insured event.

#### 7.2 Fraud

We treat any instance of suspected or confirmed fraud very seriously, if you or anyone acting on your behalf makes a false or fraudulent claim, supports a claim with false or fraudulent documentation or exaggerates a claim you will forfeit all rights under the policy with effect from the date the fraud was committed. Should fraud be identified on a claim we reserve the right to cancel the policy you have with us effective from the date we identified the fraud.

We also reserve the right to report all fraudulent activity to the police and fraud prevention agencies. It is to your benefit that we aim to minimize the volume of fraudulent claims by ensuring that certain checks are carried out as part of the claims process.

#### 7.3 Beginning of the insurance coverage; renewals and premium payment

Your policy starts on the date stated in the insurance certificate sent to you by e-mail when you purchased this insurance policy. The earliest date of cover will be the day after you have purchased this insurance policy and if you have paid the relevant premium at the time of sale. Please note that a waiting period may apply to your insurance policy.

An extension of the insurance cover is possible up to 36 months if it was offered to you and the extension was pro-actively confirmed by you during the running policy.

#### 7.4 Terminating this policy

##### Termination by you

Policyholders may cancel this insurance policy within 14 days (cooling-off period) of receiving your policy documentation by contacting us via e-mail to [support@simplurance.co.uk](mailto:support@simplurance.co.uk). Provided no claim has been made a full refund of premium paid by you will be given. The cooling-off period expires prematurely if a claim is paid before the right of cancellation is exercised.

You can cancel your insurance policy at any time however no refund will be made after the initial 14 day period. If you wish to cancel, you should contact us via e-mail to [support@simplurance.co.uk](mailto:support@simplurance.co.uk).

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

##### Termination by us

We are entitled to terminate your insurance policy or to change the terms of it with immediate effect if you:

- are in breach of the Terms and Conditions;
- have acted dishonestly or provided incomplete information when taking out the insurance policy;
- have purposely misrepresented or failed to disclose the facts when submitting a claim;
- have committed or attempted to commit fraud;
- have deceived us or attempted to deceive us.

We may also terminate this policy after you have made a valid claim. In this case termination is only possible until the end of the month after the claim is settled. If we terminate this policy we will give you one month's written notice. If the premium payment is not made by the due date according to 7.3, we have the right to terminate the insurance contract and refuse any claims.

##### Automatic termination

The insurance policy will terminate at the end of the agreed period without written notification needing to be sent to you and no further coverage will be considered from this date. The expiration date of your insurance policy can be found in the insurance certificate sent to you via e-mail.

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

This policy will also terminate if you permanently leave your country of residence.

#### 7.5 Exchange, transfer or sale of the insured device

If, within the framework of a statutory guarantee, you cancel the purchase contract of the insured device with the vendor, you can also terminate the insurance policy and get reimbursed by us on a pro rata basis for the unused portion of the paid premium. The termination will be effective from the date we receive your written request. Alternatively, you have the option, with our consent, of crediting the unused premium to a new device. If the device is exchanged for a new one of the same type and value during the term of the statutory warranty period, the insurance coverage shall be transferred to the new device. In order to make a claim you must

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provide us with the corresponding evidence (e.g. delivery note, proof of exchange.).

You may transfer this insurance policy when you transfer the insured device to someone else aged 18 years or over and whose country of residence is the same as yours at the time of entering this policy. The new policyholder will be covered for the remainder of the period of insurance and all you have to do is:

- notify us of the transfer as soon as possible;
- provide us the IMEI and/or serial number of the insured device;
- provide us with the name, address, date of birth and email address of the new owner.

You must provide the new owner with these policy terms and the proof of purchase of the insured device. You must also advise the new owner to contact us in order to provide their explicit consent and acceptance to these policy terms and conditions in order to finalize the transfer of your insurance cover.

### 7.6 Other Insurances

If at the time of a claim under this policy there is another insurance policy in force which provides any cover for the same loss, we provide subsidiary coverage. You must give us any help we may reasonably need to assist us with our loss recoveries. In the event of a claim you may be asked to provide details of any other contract, guarantee, warranty or insurance that may apply to your insured device including but not limited to your household insurance.

### 8. Cancelling this policy

The letter of cancellation must be sent via e-mail to [support@simplesurance.co.uk](mailto:support@simplesurance.co.uk). The transmission of data via unencrypted e-mail can entail considerable security risks, such as the disclosure of data due to unauthorized third-party access, loss of data, virus transmission, transmission errors, etc. You are responsible for the condition of your e-mail inbox. Your e-mail inbox must, in particular, be capable of receiving documents with attachments up to 5 MB in size at all times and correspondence from us must not be filtered into the spam folder. Please be aware that costs related to postal services are not covered.

### 9. Complaints

If there is any occasion when our service does not meet your expectations please contact us using the contact details: simplesurance GmbH, Customer Care Team, Hallesches Ufer 60, 10963 Berlin, Germany. E-Mail: [support@simplesurance.co.uk](mailto:support@simplesurance.co.uk) Fax: +49 30 688 316 499.

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response. If you are in any way dissatisfied with the resolution then you can contact the Financial Ombudsman Service by post, telephone or e-mail at:

The Financial Ombudsman Service Exchange Tower London E14 9SR, Tel: 0300 123 9 123, E-Mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to your statutory rights as a consumer. If you wish to complain about an insurance policy purchased online you may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau. Following this complaint procedure does not affect your right to take legal action.

### 10. Applicable law and jurisdiction

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

If there is a dispute arising from this policy you may choose to bring a claim against us in the courts of England and Wales or the

Member State of the European Union where your main residence is.

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

### 11. Changes to your policy

You can only insure one device per policy. If you purchase more than one device at the same time, each device needs to be insured separately by obtaining another insurance policy. Any amendment to the premium or terms and conditions of the policy or to the insurance certificate are only valid if they have been confirmed by us in writing.

### 12. Data Protection

#### 12.1 simplesurance GmbH

We are committed to ensuring that your privacy is protected. We will use and safeguard any information you have disclosed us as required by the Data Protection Act 1998. We may collect, process and or record information about you, including your Name, date of birth, email address, phone number, home address and other information you submit to obtain a quote or purchase an insurance policy;

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

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

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

#### 12.2 White Horse Insurance Ireland dac

White Horse Insurance Ireland dac holds your personal information in accordance with all applicable Data Protection laws.

To administer your policy White Horse Insurance Ireland dac, a member of the Thomas Cook Group, will collect and use information about you provided by you. This notice applies to anyone who is insured under this Insurance policy and whose personal information may be processed for the provision of insurance and related services.

Personal information may be used by us for the purposes of administering your policy; including decision making on provision of insurance cover, underwriting, processing and claims handling.

We may also use your personal information for other related matters such as customer service, analysis, complaints handling and the detection and prevention of crime. The information you have supplied may be passed to other insurers and reinsurers for underwriting and claims purposes or to other third party service providers used by us in fulfilling your insurance contract.

We may send your personal information in confidence to other companies in the Thomas Cook Group (or third parties acting on their instructions) for processing. This may mean sending information to countries outside of the United Kingdom, European Union or European Economic Area that may not have the same levels of privacy legislation as in the United Kingdom, European Union or European Economic Area. When we do this, we will ensure that we transfer the data securely and accordingly to

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regulatory requirement. By buying this insurance policy, you agree to us using your personal information in this way.

You have various rights in relation to personal information that is held by us, including the right to request access to your personal information, the right to correct inaccurate personal information, or the right to request the deletion or suppression of personal information where this is not restricted by any conflicting legitimate interest.

This notice explains certain aspects of how we use your information and what rights you have in relation to your personal information, however you can obtain more information about how we use your data by reviewing our full Privacy Policy. A copy can be obtained by either emailing a request to us at [customerservice@white-horse.ie](mailto:customerservice@white-horse.ie), by writing to the Data Protection Officer, White Horse Insurance Ireland dac, First Floor, Rineanna House, Shannon Free Zone, Shannon, County Clare, Ireland or by calling Us on 0044 (0) 1733 224 845.

Your data will be treated in accordance with our Privacy Policy.

### **Your insurer**

This policy is underwritten by

White Horse Insurance Ireland dac, a company registered in Ireland with company registration number 306045 and its registered address at First Floor, Rineanna House, Shannon Free Zone, Shannon, Co. Clare, Ireland.

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

### **Your intermediary**

simplesurance GmbH, Hallesches Ufer 60, 10963 Berlin, Germany.  
Insurance Intermediary Financial Services Registry number:  
742812