

**A1 COMMS  
CERTIFICATE OF MOBILE PHONE INSURANCE**

THIS IS TO CERTIFY THAT in accordance with the authorisation granted under Contract 105/1/16142 to the Undersigned by the **Insurers**, and in consideration of the Premium, the **Insurers** are hereby bound to **You** for the benefits set out herein, subject to the Terms, Definitions, Exclusions and Conditions specified in this Certificate.

In witness whereof this Certificate has been signed in London by



**Mr P Kelsey**  
Director Citymain Administrators Ltd

**THE INSURANCE**

Subject to the Conditions, Exclusions and Claims Procedure and other terms of this insurance, **We** agree that in the event of **Theft, Accidental Damage, or Breakdown** within the **Territorial Limits** during the **Period of Insurance** that **We** shall indemnify **You**, at the option of the **Administrator** for the cost of repair by the repair centre when authorised by the **Administrator** or replacement when authorised and arranged by the **Administrator**. The maximum liability of the **Insurer** in respect of any one claim will be the replacement cost of the **Telephone**.

**DEFINITIONS**

The words or phrases described below shall have the following meaning wherever used in this Certificate.

**Accidental Damage**

The sudden and unforeseen **Accidental Damage** to the **Product** not otherwise specifically excluded from this Certificate of Insurance.

**Insured/You/Your**

The person, company or partnership who has purchased mobile telephone insurance as described in this Certificate and who is the main user of the handset and is over the age of 18.

**Immediate Family**

Spouse, partner, parents, children, brothers and sisters (all over the age of 18) permanently residing at **Your** Address.

**Telephone**

The mobile telephone designed to be used solely with its own integral power source excluding accessories and car kit as evidenced by relevant proof of purchase or exchange.

**Insurer/We/Our**

This insurance is underwritten 100% by Amtrust International Underwriters Limited. Registered in Ireland 169384, Registered Office: 40 Westland Row, Dublin 2, Ireland. Amtrust International Underwriters Limited is authorised and regulated by the Central Bank of Ireland and is licensed to operate in the United Kingdom by the Financial Services Authority.

**Administrator**

Citymain Administrators Limited, PO. Box 116, Ryde, PO33 2WX  
Telephone number: 0844 576 2273

**Breakdown**

The sudden and unforeseen failure of internal electronic, electrical, or mechanical defects in the **Product** causing it to stop working and necessitating repair before it can resume normal operation.

**Limit of Liability**

The **Insurer's** maximum liability for any claim shall not exceed the maximum replacement value of **Your Telephone**. Should **Your** original **Telephone** no longer be available, the **Insurer** will replace it with the nearest functionally equivalent model.

**Period of Insurance**

The Insurance starts at the time of purchase and will continue by periods of one month upon receipt of your monthly premium. The first months insurance is offered for free. In respect of month 2 onwards, the monthly premium will be collected by Citymain Administrators Limited by Direct Debit, in advance of the continuing months. The insurance will continue until notification to cancel has been received from you. This Insurance will terminate immediately if the **Insurer** does not receive **Your** monthly premium in advance.

**Territorial Limits**

The United Kingdom, The Isle of Man and the Channel Islands, and worldwide for a maximum of 90 days in any 12 month period.

**Theft**

The unauthorised dishonest taking of the **Product** by another person with the intention of permanently depriving **You** of it, by force or threatened violence or pickpocket, in a way not otherwise specifically excluded from this Certificate of Insurance.

**EXCLUSIONS**

This **Certificate** does not cover:

1. Wear and tear or gradual deterioration, corrosion, rust, condensation, dampness, dust or change in temperature, gradually developing defects, cracks, flaws or fractures, scratching, chipping, abrasion, change of colour, texture or finish.
2. **Theft or Accidental Damage** to the **Telephone**:
  - a) whilst kept in an unattended motor vehicle unless the vehicle is locked and all protections are in operation and the **Telephone** is concealed in a locked glove box (all vehicles) or the boot of the vehicle (saloon cars), under the rear parcel shelf (hatchback cars and 4x4 vehicles) or in the spare wheel compartment (estate cars) so that forced and violent entry into the car is required. A copy of the repairer's account for such damage to the vehicle must be supplied with any claim. **Theft or Accidental Damage** from side pockets and any other interior space of the vehicle other than those specified will not be covered;
  - b) from any commercially registered vehicle;
  - c) whilst left on any motor vehicle roof, bonnet or boot;
  - d) from any property, place or premises unless such **Theft or Accidental Damage** has occurred through forced and violent entry or exit;
  - e) whilst in any form of public transport or public place other than when the **Telephone** is taken from the person where actual or threatened force or pickpocket is used;
  - f) unless accompanied by a Crime Reference number. Lost Property numbers are not acceptable in support of a **Theft** claim;
  - g) unless reported to the appropriate local Police authorities and the Network within 24 hours of discovering the incident;
  - h) arising from abuse, misuse or neglect;
  - i) whilst the **Telephone** is in the possession of any third party other than **Your Immediate Family**
  - j) **Theft** of the SIM other than in respect of valid **Theft** claims where **Your** card was stolen with the **Telephone**;
  - k) any **Accidental Damage** to or malfunction of the **Telephone** caused by or related in any way to a software virus or any other software malfunction;
  - l) **Theft or Accidental Damage** to any additional equipment or accessories including but not limited to carrying cases, battery chargers, hands-free mounting kit cameras, PCIMA cards or external antennae.
3. The first £25.00 of each and every claim.
4. Cost of any calls made from **Your Telephone**.

5. Loss of the **Telephone**.
6. Routine maintenance, adjustment, modification or servicing.
7. The VAT element of any claim if **You** are registered for VAT
8. Any other costs that are indirectly caused by the event which led to **Your** claim, unless specifically stated in this Certificate
9. Any legal liability directly or indirectly caused by or contributed to or arising from:
  - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
10. Any loss or **damage** or liability directly or indirectly occasioned by, happening through or in consequence of war, terrorism, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
11. Any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
12. Any **Breakdown**:
  - a. that occurs during the manufacturer's warranty period,
  - b. caused by placing or using the **Telephone** in a location or environment that is not in accordance with the manufacturer's instructions.

#### **GENERAL CONDITIONS**

##### **Cover**

Cover will terminate immediately if **Your** monthly premium has not been paid in advance to the **Administrator**.

##### **Cancellation**

In addition to your statutory right, **You** may cancel this insurance at any time by giving notice of cancellation, in writing or by telephone, to the **Administrator**. On receipt of **Your** cancellation, cover will terminate at the end of the month for which you have paid your premium. The **Insurer** reserves the right to cancel this Insurance by giving 30 days written notice.

##### **Replacement Equipment**

Should **You** replace **Your Telephone** with a new **Telephone** the **Insurer** will consider transferring the benefit of the insurance but **You** must advise the **Administrator** of the make, model and IMEI number of the new **Telephone**. An official purchase invoice showing details of the new **Telephone** must support this. The benefit will be transferred from the date confirmed by the **Administrator**.

##### **Reasonable Precautions**

**You** must take all reasonable steps to minimise the **Insurer's** liability.

##### **Fraud**

If **You** make a claim, it may prejudice such claim if any information **You** or **Your Immediate Family** supply is false, fraudulent or otherwise incorrect.

##### **Claims**

In the event of **Theft**, or **Accidental Damage**, **You** must comply with the required timelines specified in the Claims Procedure below.

Where a stolen **Telephone** is recovered after a valid claim has been processed this will be considered the property of the **Insurer** and must immediately be returned via the **Administrator**.

##### **Law**

This Insurance shall be subject to English Law.

#### **CLAIMS PROCEDURE**

Please comply with the following procedures to obtain authorisation with the minimum amount of delay. Failure to observe these procedures may invalidate **Your** claim.

In the event of any incident that may give rise to a **Theft** Claim;

- a) Notify the appropriate local Police authority within 24 hours of discovering the incident and obtain a Crime reference number and a copy of the Police Crime report.
- b) Notify the network within 24 hours of discovering the incident to block the **Telephone**

For All claims (including **Theft**)

- a) Contact the **Administrator** on 0844 576 2273 within 48 hours of discovering the incident (or in the event of an incident occurring outside of the United Kingdom, within 48 hours of returning to the United Kingdom). **You** will be sent a claim form.
- b) Complete the claim form FULLY and return to the **Administrator** in accordance with their instructions, and in any event within 30 days of notifying the claim, together with any requested supporting documentation including where appropriate: Excess Payment, Police Crime Reference Number, any other requested information, and proof of forcible entry.

The **Administrator** will assess **Your** claim, and providing **Your** claim is valid, will authorise the repair or replacement of the **Telephone** as appropriate.

#### **YOUR STATUTORY RIGHT OF CANCELLATION**

**You have a right to cancel this insurance by giving notice of cancellation within 14 days of the receipt of Confirmation of Insurance Cover to the Administrator in writing at PO Box 116, Ryde PO33 2WX or by calling 0844 576 2273 and quoting Your Telephone number. If You do not exercise this right to cancel then Your rights and those of the Insurer to cancel this insurance cover thereafter are set out in the General Conditions above.**

#### **DATA PROTECTION ACT 1998**

It is understood by **You** that any information provided to the **Administrator** and the **Insurer** regarding **You** will be processed by the **Administrator** and the **Insurers**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

#### **CLAIMS SERVICE**

It is always the intention to provide **You** with a first class service when **You** make a claim. However, if **You** are not happy with the service please in the first instance write to the Managing Director of the **Administrator**. If **You** are not satisfied with the response **You** may then ask the Claims Manager at Amtrust International Underwriters Limited, 40 Westland Row, Dublin 2, Ireland to review your case and ultimately you may contact the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

#### **FINANCIAL COMPENSATION**

**You** may be entitled to compensation from either the Financial Services Compensation Scheme (FSCS) in the UK or from the Insurance Guarantee Scheme (IGS) in Ireland if the **Insurer** cannot meet its liabilities under this policy. The level of compensation provided will depend on the circumstances of the claim. Further information is available from FSCS on +44 207 892 7300.

Citymain Administrators Limited is authorised and regulated by the Financial Services authority.