1. The insurance

 Theft, accidental damage, accidental loss and breakdown cover

You are covered against the repair or replacement cost of your mobile phone in the event of theft, accidental damage or breakdown whilst in your possession, subject to the terms and conditions specified below. The policy period starts on the date stated on your policy schedule during the period of insurance subject to the limit of liability of the insurer.

2. Definitions

The words or phrases described below shall have the following meaning wherever used in this policy:

**Accidental damage** means the sudden and unforeseen accidental damage to your mobile phone which is not specifically excluded from this insurance policy provided that such damage is sustained in your mobile phone being unsafe or unable to function.

**Accidental loss** means the unforeseen loss of your mobile phone by you, resulting in you being permanently deprived of its use.

**Beneficiary** means the subscribing member of a police federation whose membership of the scheme must have been accepted by the trustees and can be confirmed by the broker.

**Broker** means this scheme is arranged by Voyager Trustees (trading as Police Federation Mobile Phone Insurance) and registered under number 303814, and administered by Philip Williams & Co Insurance Management, Registered Office: 35 Walton Road, Stockton Heath, Warrington, Cheshire WA4 6NW. Telephone number 01925 604421. Authorised and regulated by the Financial Conduct Authority under number 574768 and registered to operate in the United Kingdom by another person who has complied with the security requirements of this policy. Please refer to your policy booklet for details of automatic termination of cover.

**Proof of ownership** means that in the event of a claim the claims administrator will request evidence that the mobile phone is solely and currently your mobile phone and that you can support ownership with a proof of purchase or another document. Where the purchase receipt is not available we will consider your mobile phone bill if it links your phones IMEI and your details or other similar evidence of current phone ownership.

**Public place** means any place to which people do not know have access.

**Spouse** means a partner in a marriage, civil union, domestic partnership or common law marriage who resides with you at your main residence.

3. Specific theft and accidental loss exclusions

This insurance policy does not cover:

1. any theft unless accompanied by a crime reference number. Lost property numbers are not acceptable in support of a theft claim.
2. any claim involving theft or accidental loss unless reported to the appropriate police authorities within 48 hours and the airtime provider, within 7 days of discovery of the theft or accidental loss or as soon as possible after the discovery of the event.
3. theft of the mobile phone from an unattended vehicle unless you have complied with the security requirements for vehicles specified in 6.1 of this policy document. A copy of the repairer's account for such damage to the vehicle may be requested.
4. theft of the mobile phone from an unoccupied premises unless you have complied with the security requirements excluding vehicles specified in 6.2 of this policy document. Evidence may be requested for any claim for example, a copy of the repairer's account for such damage if the forced or violent entry took place at the same time as possible after the discovery of the event.
5. theft of a mobile phone left unattended in a public place or a place to which the public has access.
6. theft of a mobile phone from the person unless force, pickpocket or threat of violence is used.
7. theft or accidental loss of the mobile phone whilst on loan to any third party other than your spouse if named on the policy schedule.
8. theft or accidental loss of any additional equipment or accessories for your mobile phone.
9. theft or accidental loss of a SIM card other than in respect of a valid theft claim where your SIM card was stolen or lost with the mobile phone.
10. all unauthorised data usage on the mobile phone unless associated with a valid theft or accidental loss claim.

4. Specific accidental damage and breakdown exclusions

This insurance policy does not cover:

1. accidental damage to or breakdown of, any additional equipment or accessories for your mobile phone.
2. damage to or malfunction of the mobile phone caused by or attributed to the operation of a software virus or any other software based malfunction.
3. accidental damage that occurs when the mobile phone is unattended and you have not complied with the security requirements of this policy. Please refer to section 6.1 - security requirements.
4. any breakdown:
   a. that occurs during the manufacturer's warranty period.
   b. caused by placing or using the mobile phone in a location or environment that is not in accordance with the manufacturer's instructions.
5. cosmetic damage however caused to your mobile phone including marring, scratching and denting that does not affect the functionality or safe use of your mobile phone.
6. faulty or defective design, materials or workmanship or latent defect where the manufacturer has not recognised the fault.
7. routine maintenance, adjustment, modification or servicing.

**Limit of liability** means the insurer's maximum liability for any one claim which shall not exceed the maximum repair or replacement value of your mobile phone (up to a limit of £1,000 inclusive of VAT) at the time of replacement. The insurer's maximum liability is subject to the terms, definitions, exclusions and conditions specified below.

**Breakdown** means the actual breaking, burning out or failure of any part of your mobile phone whilst in ordinary use arising from internal electronic, electrical or mechanical defects in the mobile phone causing it to stop functioning and requiring repair before it can resume normal operation.

**Claims administrator** means Brightstar Insurance Services B.V. (UK Branch), Weston Road, Cirencester, Gloucestershire, GLO 1DU. Telephone number 0344 412 0982 or email PW.InsuranceServices.UK@Brightstar.com. Brightstar Insurance Services B.V. is a Dutch company (57476829) authorised and regulated in The Netherlands by The Authority for Financial Markets (12041994) and registered in the United Kingdom by the Financial Conduct Authority (FRN 610709). They are authorised to administer claims made under this policy on behalf of the insurer.

**Excess** means the amount you must pay towards the cost of each and every successful claim as stated in your policy schedule during the period of insurance subject to the terms, definitions, exclusions and conditions specified below.

**IMEI number** means the international mobile equipment identity number which is the unique identification number that will be used to identify your mobile phone.

**Insurer** means insurance is underwritten 100% by AmTrust Europe Limited. Registered in England number 1229676. Registered Office: Market Square House, St James’s Street, Nottingham, NG1 6FG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority under number 202189. This can be obtained on the Financial Services Register by visiting the FCA’s website at www.fca.org.uk/register or by contacting them on 0800 111 6768.
5. General exclusions
You are not covered for:
1. the first £75 of each and every claim.
2. any claim resulting from terrorism, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.
3. any claim directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. any claim resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
5. loss, damage or liability arising from pollution or contamination.
6. any damage deliberately caused by or arising from a criminal act committed by you, or by any other person living with you.
7. any claim where proof of ownership is not provided.
8. any mobile phone older than 8 years at the time of the incident as evidenced by the relevant proof of ownership.
9. any accessories.
10. any costs incurred in connection with the installation, removal or subsequent relocation of your mobile phone in or from a vehicle, including electrical or mechanical breakdown.
11. any claim not complying with the claims procedure in section 8 of this policy document.
12. any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of 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.
13. any claim where the IMEI number cannot be determined.
14. any claim arising from abuse, misuse or neglect by you.
15. mobile phones which have been confiscated, reclaimed or otherwise taken back by a valid authority or body.
16. any cost of reinstating downloads, ring tones, graphics, pictures, apps, music or any other content. It is highly recommended that you back up your mobile phone regularly to minimise any loss of information.

6. Security requirements
1. Security requirements for unattended vehicles
Theft of the mobile phone whilst in an unattended vehicle shall only be covered in the event that:
a. the mobile phone is completely hidden from view.
b. doors, windows and other vehicle openings have been closed, fastened and securely locked.
c. all security devices installed have been operated.
2. Security requirements excluding vehicles
Theft of the mobile phone shall only be covered in the event that:
a. if away from the main residence, the mobile phone is in a locked room, locked cupboard, locker or hotel safe and any security devices have been operated.
b. if at the main residence, the premises are securely locked.
c. in the case of either (a) or (b) above – all windows and doors must be closed and locks activated where fitted.

7. General conditions
Fraud
If you make a fraudulent claim under this insurance contract, the Insurer:
a) is not liable to pay the claim; and
b) may recover from the Insured any sums paid by the Insurer to you for the relevant claim, and
c) may advise you that the contract has been terminated with effect from the time of the fraudulent act.
The Insurer shall not be liable in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is an occurrence which gives rise to the Insurer’s liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and the Insurer need not return any of the premiums you have paid.

8. Claims procedure
You should notify the claims administrator on 0344 412 0982 or email PW.InsuranceServices.UK@Brightstar.com as soon as reasonably possible and in any event within 30 days of the claim incident occurring.
Please comply with the following procedures to obtain authorisation with the minimum delay. Failure to observe these procedures will invalidate your claim.
Theft and accidental loss claims
• you must notify the appropriate police authority within 48 hours of discovery of the incident and obtain a loss or crime reference number or a copy of the police crime report as applicable, and
• theft or loss of your mobile phone must be reported to your airtime provider within 7 days of, or as soon as is possible after, the incident to place a bar on the mobile phone.
Accidental damage and breakdown claims
• you must keep all parts of your mobile phone and return them for inspection in accordance with the claims administrators instructions. The mobile phone and relevant parts remain your responsibility until they have been received by the claims administrator.

Sending your Mobile Phone to the Claims Administrator
Before sending your damaged mobile phone please ensure that you have removed any personal information, saved any documents that you may want to keep or transfer and have unlocked the device so that our Claims Technicians can investigate the damage. If the damage is significant and you are unable to remove any password control or locking please advise the claims administrator. Please deactivate FindmyiPhone or similar functions from your mobile phone.
Replacement Equipment
This is not a new for old Insurance.
In the event that your claim has been authorised and your mobile phone has been repaired, by the claims administrator, to be beyond economical repair, we will replace it with a fully refurbished or new mobile phone at our discretion. We will endeavour to replace your mobile phone with the same make, model and colour however this may not always be possible. In the event that the exact make, model or colour is not available in a geographical or national mobile phone of a different colour, comparable specification or equivalent value will be provided.
If your claim was for theft or loss of your original mobile phone and a replacement had been provided, the original mobile phone must be returned to the Administrator as this is our property. If the original equipment is not sent to us upon request you will be invoiced for the replacement.

If a claim form is issued by the claims administrator, you should complete the form fully and return it to the claims administrators within 30 days of the claim incident, or as soon as reasonably possible, together with any requested supporting documentation including:
details of the payment method for the excess which will be collected once your claim has been validated;
police crime reference number (where the incident is theft);
loss reference number (where the incident is loss);
proof of ownership (including IMEI number);
details regarding any unauthorised data usage;
any other requested documentation.
The claims administrator will assess your claim, and providing your claim is valid, will arrange for the repair or replacement of the mobile phone as appropriate.

9. Your statutory right of cancellation
This mobile phone insurance forms part of a packaged group of benefits to which you have subscribed and have the right to cancel. Please contact your federation to discuss cancellation of your overall subscription.

10. Privacy and data protection notice
For the purposes of this section We means Brightstar Insurance Services BV and AmTrust Europe Limited
1. DATA PROTECTION
AmTrust Europe Limited and Brightstar Insurance Services BV (the data controllers) are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which we process your personal data, for more information please visit our website at www.amtrusteurope.com
For more information about how We process your personal data, please see the relevant websites below:
• AmTrust Europe Limited – www.amtrusteurope.com
• Brightstar Insurance Services - https://www.brightstar.com/privacy/

2. HOW WE USE YOUR PERSONAL DATA
We may use the personal data we hold about you for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide you with information, products or services that you request from us or which we feel may interest you. We will also use your data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations.

3. SENSITIVE PERSONAL DATA
Some of the personal information, such as information relating to health or criminal convictions, may be required by us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in our notice.

4. DISCLOSURE OF YOUR PERSONAL DATA
We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These include our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaux, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.
5. INTERNATIONAL TRANSFERS OF DATA
We may transfer your personal data to destinations outside the European Economic Area ("EEA"). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely and in accordance with the Legislation.

6. YOUR RIGHTS
You have the right to ask us not to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of your data, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

7. RETENTION
Your data will not be retained for longer than is necessary, and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning our use of your personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

11. Period of Insurance
This is a monthly policy which commences on the date specified in your police federation benefits policy schedule.

12. Complaints procedure
It is always the intention to provide you with a first class service.

Administration and sales process issues
If you are not happy with the administration or sales process please contact the broker using the following contact details:

Philip Williams & Co Insurance,
Management, 35, Walton Road, Stockton Heath,
Warrington,
Cheshire,
WA4 6NW

Telephone number: 01925 604421

The broker will contact you within five days of receiving your complaint to inform you of what action they are taking. They will try to resolve the problem and give you an answer within four weeks. If it will take them longer than four weeks they will tell you when you can expect an answer.

Alternatively, at any stage, you may have the right to contact the Financial Ombudsman Service as described above.

This complaints procedure does not affect any legal right you have to take action against us.

13. Financial Services Compensation Scheme
The parties to this contract are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if any party cannot meet its obligations. Most insurance contracts are covered for 90% of the claim, without any upper limit. You can get more information about the compensation scheme arrangements by contacting the FSCS by telephone 020 7892 7300 or by visiting their website at www.fscs.org.uk.