

MOBILESHOP.COM [Platinum Cover]  
CERTIFICATE OF MOBILE PHONE OR DATACARD INSURANCE

THIS IS TO CERTIFY THAT in accordance with the authorisation granted under Contract CIT/UK/00186 (00075) 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

1. THE INSURANCE

**Theft, Loss, Accidental Damage and Breakdown Cover .**

You are covered against the repair or replacement cost of **Your Telephone or Datacard** if it is stolen, accidentally lost or damaged or suffers a **Breakdown** whilst in **Your** possession or that of **Your Immediate Family** during the **Period of Insurance**. The Maximum Liability of the **Insurer** in respect of any one claim will be the replacement cost of the **Telephone or Datacard**.

2. DEFINITIONS

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

**Administrator**

Citymain Administrators Limited, P.O. Box 116 Ryde PO33 2WX  
Telephone number: 0844 576 2276

**Breakdown**

The actual breaking or burning out of any part of **Your Telephone or Datacard** whilst in ordinary use arising from internal electronic, electrical or mechanical defects in the **Telephone or Datacard** causing sudden stoppage of the function thereof and necessitating immediate repair before it can resume normal operation.

**Datacard**

A PCMCIA card used with a laptop computer which enables internet access, as evidenced by relevant proof of purchase or exchange.

**Immediate Family**

Spouse or partner, children, brothers, sisters (all over the age of 18) and parents permanently residing with **You**.

**Insurer**

This insurance is underwritten 100% by Lloyd's Syndicate 5820. Registered in England number 04434499. Registered Office: Jubilee Managing Agency Limited, Sidcup House, 12-18 Station Road, Sidcup Kent DA15 7EX.

Jubilee Managing Agency is authorised and regulated by the Financial Services Authority and is entered on their register under number 226696.

**Limit of Liability**

The **Insurer's** maximum liability for any claim shall not exceed the maximum replacement value of **Your Telephone or Datacard**.

Should **Your** original **Telephone or Datacard** no longer be available, the **Insurer** will replace it with the nearest functionally equivalent model.

**Period of Insurance**

The Insurance commences at the time of purchase for a period of one month and will continue by periods of one month upon receipt of **Your** monthly premium. The monthly premium will be collected by Citymain Administrators Limited by Direct Debit and a separate monthly premium is applicable in respect of each **Telephone or Datacard** insured.

The Insurance will be terminated immediately if the **Insurer** does not receive **Your** monthly premium.

**Telephone**

**Your** hand portable cellular **Telephone** excluding accessories and car kit as evidenced by relevant proof of purchase or exchange.

**Territorial Limits**

The United Kingdom and worldwide for a maximum of 30 days in any one year.

**You/Your**

The person, company or partnership who has purchased **Telephone or Datacard** insurance as described in this Certificate from Mobileshop.com

3. EXCLUSIONS

This Certificate does not cover:

- 1 The first £25.00 of each and every claim, increased to £50.00 of each and every claim where **Your Telephone** is 3G enabled except in the event of loss where the excess is increased to £50 of each and every claim, or £75 of each and every claim where **Your Telephone** is 3G enabled. A deduction shall be made for each **Telephone or Datacard** for which a claim is made.
- 2 Any theft unless accompanied by a Crime Reference number. Lost Property numbers are not acceptable in support of a theft claim.
- 3 Any claim involving theft or loss unless reported to the appropriate Police authorities and the Network within 24 hours of the incident
- 4 Theft from an unattended vehicle unless the **Telephone or Datacard** is completely hidden from view within a locked glove compartment within a fully locked and secured vehicle and violent and forcible entry to both the vehicle and glove compartment has been used. A copy of the repairer's account for such damage to the vehicle must be submitted with any claim hereunder.
- 5 Theft of the **Telephone or Datacard** from an unoccupied premises unless there is evidence of violent and forcible entry to the premises.
- 6 Theft or loss of the **Telephone or Datacard** if left unattended in a public place or a place to which the public has regular access.
- 7 Theft of the **Telephone or Datacard** from the person unless force, pickpocket or threat of violence is used.
- 8 Mysterious disappearance of the **Telephone or Datacard**.
- 9 Any losses or consequential losses arising from not being able to use the **Telephone or Datacard**.
- 10 Any claim arising from abuse, misuse or neglect.
- 11 Any failure due to date-related problems.
- 12 The cost of any calls made from **Your Telephone** or the cost of any transfer charges from **Your Datacard**.
- 13 Wear and tear or gradual deterioration of **Telephone or Datacard** performance.
- 14 Routine maintenance, adjustment, modification or servicing.
- 15 The VAT element of any claim if **You** are registered for VAT
- 16 Theft, loss or accidental damage to the **Telephone or Datacard** whilst on loan to any third party other than **Your Immediate Family**.
- 17 Theft, loss or accidental damage to any additional equipment or accessories including but not limited to carrying cases, battery chargers, hands-free mounting kit, cameras or external antennae.
- 18 Damage to or malfunction of the **Telephone or Datacard** caused by or attributed to the operation of a software virus or any other software based malfunction.
- 19 Theft or loss of SIM cards other than in respect of valid theft or loss claims where **Your** SIM card was stolen or lost with the **Telephone or Datacard**.
- 20 Any **Breakdown**:
  - a) that occurs during the manufacturer's warranty period,
  - b) caused by placing or using the **Telephone or Datacard** in a location or environment that is not in accordance with the manufacturer's instructions.
- 21 Any consequential loss whatsoever.

4. GENERAL EXCLUSIONS

- 1 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.
- 2 Any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, 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.

- 3 Any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

5. GENERAL CONDITIONS

**Cancellation**

**You** may cancel this insurance at any time by giving notice of cancellation, in writing or by telephone, to the **Administrator**. Cover will terminate immediately on receipt of **Your** cancellation.

The **Insurer** is entitled to cancel this insurance at any time by giving **You** not less than 30 days prior notice.

**Replacement Equipment**

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

**Reasonable Precautions**

**You** and **Your Immediate Family** are required to take all reasonable precautions at all times to protect the **Telephone or Datacard** against theft, loss or damage.

**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 any incident which may give rise to a claim, **You** must follow the Claims Procedure detailed below.

**Law**

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this Insurance shall be subject to English Law.

CLAIMS PROCEDURE

**IMPORTANT: IF YOU OR YOUR IMMEDIATE FAMILY ARE NOT IN POSSESSION OF THE Telephone or Datacard CONTACT YOUR AIRTIME PROVIDER TO PLACE A CALL BAR ON THE Telephone or Datacard.**

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

**Theft and Loss Claims**

Immediately notify the appropriate Police authority and obtain:

- a) for theft, a Crime reference number and a copy of the Police Crime report, or-
- b) for loss, a lost property number and a copy of their report.

**You** should also contact the **Administrator** on 0844 576 2276 **You** will be sent a claim form. Complete the claim form **FULLY** and return to the **Administrator** in accordance with their instructions, and in any event within 30 days of the claim together with any requested supporting documentation including:

- Excess payment
- Police crime reference number or lost property report, as appropriate
- Any other requested documentation.
- Proof of forcible entry, if appropriate

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

**Accidental Damage and Breakdown Claims**

Contact the **Administrator** on 0844 576 2276 within 48 hours if **Your** claim is in respect of **Accidental Damage and Breakdown**.

**YOUR STATUTORY RIGHT OF CANCELLATION**

**You have a right to cancel this insurance by giving written notice of cancellation within 14 days of the receipt of Confirmation of Insurance Cover to the Administrator at P O Box 116 Ryde PO33 2WX quoting Your Telephone or Datacard 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 Section 5 (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 **Insurer**, 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 Complaints Department at Lloyd's of London 1 Lime Street, London EC3M 7HA to review **Your** case and ultimately **You** may contact the Financial Ombudsman Service South Quay Plaza, 183 Marsh Wall, London E14 9SR.

**FINANCIAL SERVICES COMPENSATION SCHEME**

The Financial Services Compensation Scheme will usually cover at least 90% of **Your** insurance benefits if the **Insurers** become insolvent or are unable to meet their obligations. Further details are obtained from the Financial Services Compensation Scheme website <http://www.fscs.org.uk/> or by phone at 020 7892 7300. Alternatively, **You** may write to: Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portoken Street, London E1 8BN.

Citymain Administrators Limited is authorised and registered by the Financial Services Authority.