

NAUGHTY DIESEL LIMITED
CERTIFICATE OF MOBILE PHONE INSURANCE

THIS IS TO CERTIFY THAT in accordance with the authorisation granted under Contract 105/1/16119 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

- i) the cost of repair by the repair centre when authorised by the **Administrator**;
- ii) 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.

Insured/You/Your

The person, company or partnership who has purchased cellular phone insurance as described in this Certificate.

Immediate Family

Parents, children, brothers and sisters (over the age of 18) permanently residing at **Your** Address.

Telephone

The cellular 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 Limited, Registered in Ireland 169384, Registered Office: 123 Lower Baggot Street, Dublin 2, Ireland. Amtrust International Underwriters Limited is authorised and regulated by the Irish Financial Services Regulatory Authority and is licensed to operate in the United Kingdom by the Financial Services Authority.

Administrator

Citymain Administrators Limited, P.O. Box 116, Ryde, PO33 2WX
Telephone number: 0844 576 2259

Breakdown

The actual breaking or burning out of any part of **Your Telephone** whilst in ordinary use arising from internal electronic, electrical or mechanical defects in the **Telephone** causing sudden stoppage of the function thereof and necessitating immediate 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 for a period of three months 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.

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 one year.

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 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 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 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 by actual or threatened force
 - 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 Police authorities and the Network within 24 hours of the incident
 - h) arising from abuse, misuse or neglect
 - i) Whilst the **Telephone** is on loan to 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 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, increased to £50.00 of each and every claim where **Your Telephone** is 3G enabled.
4. Cost of any calls made from **Your Telephone**.
5. Mysterious disappearance of the **Telephone**.

6. Any failure due to date-related problems.
7. Routine maintenance, adjustment, modification or servicing.
8. The VAT element of any claim if **You** are registered for VAT.
9. Any consequential loss whatsoever.
10. 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.
11. 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.
12. Any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
13. 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**. Cover will terminate immediately on receipt of **Your** cancellation.

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 damage **You** must complete and return **Your** claim form to the **Administrator** as soon as possible. Any claim made after 30 days will invalidate **Your** claim.

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) Immediately notify the appropriate Police authority and obtain a Crime reference number and a copy of the Police Crime report.
- b) Contact the **Administrator** on 0844 576 2259 **You** will be sent a claim form.
- c) 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, any other requested information, and proof of forcible entry.

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

Accidental damage and Breakdown Claims

Contact the **Administrator** on 0844 576 2257 within 48 hours.

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 number. If You do not exercise this right to cancel the 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, 123 Lower Baggot Street, 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.

Citymain Administrators Limited is authorised and regulated by the Financial Services authority and is a member of the Financial Services Compensation Scheme.