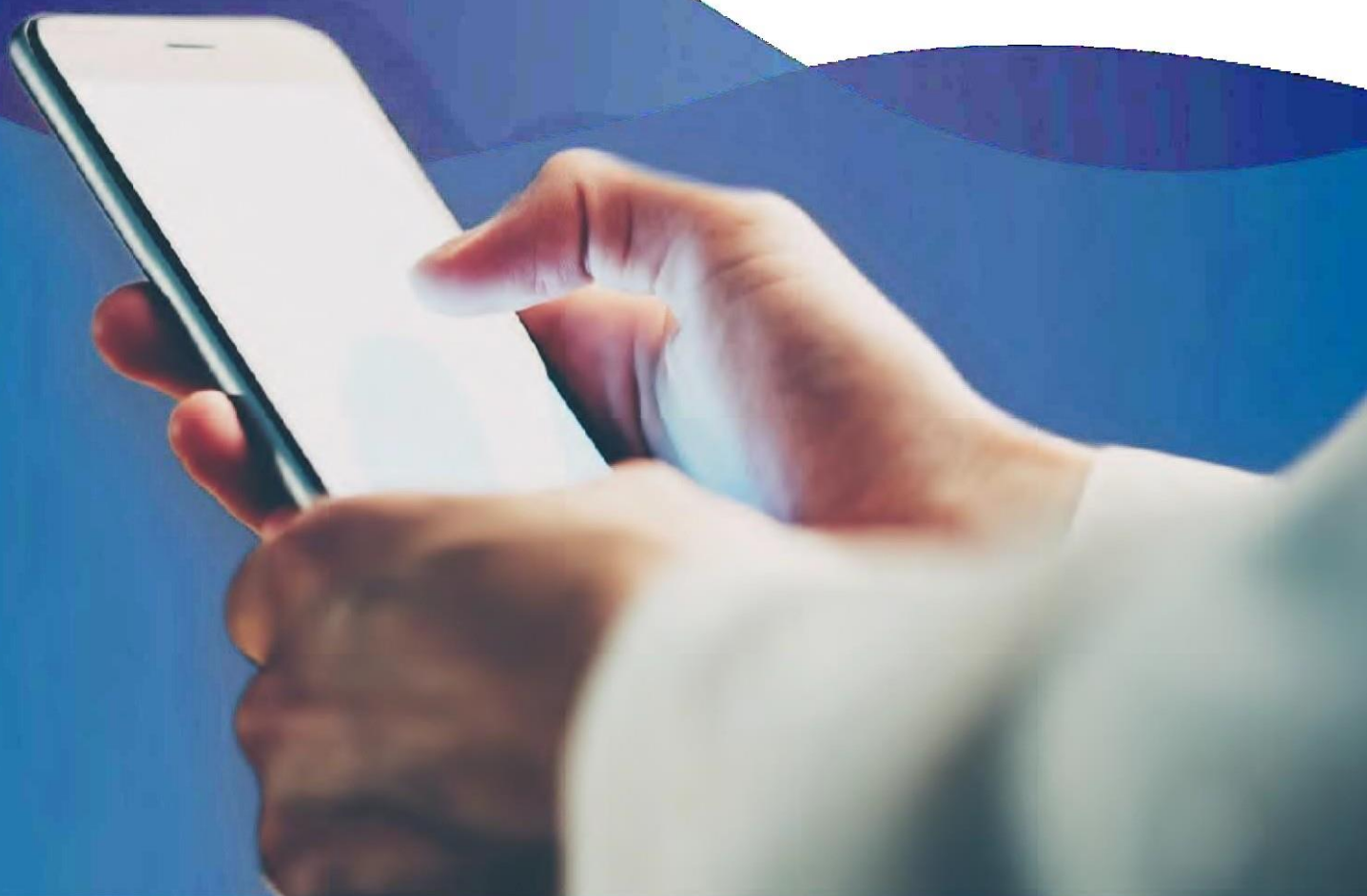




In partnership with: **Music Magpie**

Accidental Damage and Theft Gadget Insurance

Provided by Music
Magpie Limited



Citymain Administrators Limited is authorised and regulated by the Financial Conduct Authority registration No. 306535 and is registered in England and Wales Company No. 03979666 registered office 3000, Lakeside, North Harbour, Western Road, Portsmouth, Hampshire, PO6 3EN.

Accidental Damage Cover



Theft Cover



Breakdown Cover



Loss Cover



Below is a list of what information this document includes:

- Introduction
- Definitions
- What is covered
- What is not covered
- Policy Conditions and Limitations
- Policy cancellation
- What to do if you have a complaint
- Premiums and Claims
- Your Responsibility
- Legal, regulatory and other information
- Privacy and Data Protection Notice

POLICY WORDING INTRODUCTION

This policy provides cover for **your gadget** as detailed in **your certificate schedule** and the cover provided to **you** under this policy is subject to the terms, conditions and limitations which are listed in this policy.

PLEASE KEEP YOUR INSURANCE DOCUMENTS SAFE

Please keep this document in a safe place in case **you** need to read it again or make a claim.

If **you** find communication difficult, or require any support whilst using this product, please tell the **administrator** and they will be pleased to help.

Please read the policy wording alongside your certificate schedule and IPID carefully and please be aware that if **you** do not comply with the policy conditions, this may result in this policy being invalidated or affect the amount **we** pay to **you** in the event of a claim.

If any of the details are incorrect on your certificate schedule, please contact the **administrator** immediately.

Certification of cover

This document, combined with **your certificate schedule**, certifies that insurance has been effected between **you** and **us**. In return for the payment of **your** premium **we** will provide the insurance cover detailed in **your policy schedule** and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **period of insurance**.

We and **your scheme administrator** have entered into a separate agreement under which **we** have authorised **the scheme administrator** to issue these documents to **you** on **our** behalf.

Eligibility for cover

You can purchase this policy provided that:

- (a) **you** are a permanent resident* in the **United Kingdom**;
- (b) **you** are over the age of 18 years old at the time **you** purchase this policy;
- (c) **you** own the **gadget** detailed on your **certificate schedule**;

*A permanent UK resident means you are either a UK Citizen, or you have received the appropriate documents from the Home Office showing you can live, work and have settled in the UK permanently. Essentially, you are authorised to stay in the UK indefinitely and without the need to reapply to the Home Office for an extension.

About your insurance

This insurance is offered to **you** at the time of purchasing **your gadget** by:

Music Magpie Limited, a company registered in England and Wales under company number 06277562 and regulated by the Financial Conduct Authority, Firm Reference No. 7725278.

This insurance is underwritten by Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Bspoke Underwriting Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>.

Your policy is administered by:

Citymain Administrators Limited, which is authorised and regulated by the Financial Conduct Authority under registration number 306535. This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Period of Cover

This policy is a monthly policy, which means that **your** premium will be collected monthly by Direct Debit. On receipt of **your** monthly payment **we** will provide the cover detailed in **your** policy documents for the month in which the payment has been made. **Your** cover commences on the date shown on **your certificate schedule** and continues by periods of one month upon successful receipt of **your** monthly payment. Cover will continue each month until **you** or **we** cancel the policy, however, should **you** fail to make a payment all cover will cease with effect from the end of the month **you** last paid your premium.

Please refer to the policy documents provided to **you** when the policy was purchased or amended, for details of the type of and level of cover **your** policy provides.

DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in **your** policy document and are shown in bold italics throughout.

Accidental Damage - sudden and unforeseen damage not otherwise specifically excluded under this policy, including damage caused by fire and/or liquid damage, caused to **your gadget** which was not deliberately caused by **you** or any other person.

Administrator - Citymain Administrators Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3FQ. Tel No 0333 009 0158 (local rate call).

Business use – a **gadget** provided by **your** employer in connection to **your** employment.

Certificate Schedule – the policy document provided to **you** following purchase of the insurance which includes the unique details of **your gadget** and **your** period of cover, limits of liability and excess payable.

Commercial Vehicle - any vehicle used wholly or partly for commercial or business or any other vehicle that is being used for commercial or business purposes at the time of any **theft** of the **gadget**.

Immediate family - **your** spouse, partner, parents or **your** children who permanently reside with **you** at the address registered with **us**.

IMEI/Serial Number - The international mobile equipment identity number which is the unique identification number that will be used to identify the **mobile device** or unique serial number ID for **your gadget**.

Gadget - *your* device purchased by *you* from Music Magpie Limited and insured by this policy and stated in *your certificate schedule*.

Period of Insurance - is the period for which *you* are insured under this policy and which is confirmed on *your certificate schedule*.

Proof of exchange - the original document provided to *you* from either a retail outlet or a retailer website of the seller of *your gadget* that evidences a like for like exchange of the *gadget*.

Proof of purchase - the original purchase receipt provided at the point of sale that gives details of the *gadget* purchased, or similar documents that provide proof that *you* own the *gadget*.

Proof of usage - the evidence from *your* Network provider showing the *gadget* has been in use since policy inception and up to the event giving rise to the claim.

Reasonable Precautions – *you* must not leave *your* gadget *unattended* if it is in a place where it is accessible to the general public. *We* will not pay any claims for gadgets left *unattended* in publicly accessible places. *You* must act as though you are not insured.

Theft - the unauthorised dishonest taking of the *gadget* by a third party with the intention of permanently depriving *you* of it; as confirmed by a Police report. *Theft* claims must be accompanied by a valid Police crime reference. Loss report or incident numbers will not be accepted in support of a *theft* claim.

Unattended - not within *your* sight at all times and out of *your* arms-length reach, other than when in a locked room or locked cupboard

United Kingdom (“UK”) - England, Wales, Scotland and Northern Ireland

Violent and Forcible Entry – entry evidenced by visible damage to the fabric of the building, room, or vehicle at the point of entry.

We, Us, Our, Insurer - Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited.

You, your, yourself - the person (aged 18 years or over), who owns the *gadget* covered by this policy, as stated on *your certificate schedule*.

WHAT IS COVERED

Accidental Damage

We will repair or replace the *gadget* if it is damaged as a result of *accidental damage*, providing the *gadget* is returned to *us*. Where only part or parts of the *gadget* have been damaged, *we* will only repair or replace that part or parts.

Theft

In the event of *theft* of *your gadget* *we* will replace it. Where only part or parts of *your gadget* have been stolen, *we* will only replace that part or parts (in respect of a valid *theft* claim).

Important:

For mobile phones cover is only provided where the item is fitted with an active functioning SIM. In the event of a claim you will be required to provide proof of usage from your Network provider showing the mobile phone has been in use since policy inception and up to the event giving rise to the claim.

Territorial Limits

This insurance covers a **gadget** purchased and used in the **United Kingdom**, but cover is extended to use anywhere in the world, for up to a maximum of 90 days, in any 12-month period. Please note, any repairs or replacements must be carried out in the UK by repairers or retailers approved by **us**.

WHAT IS NOT COVERED

Policy excess

There is a policy excess applicable to the purchased **gadget** in respect of every claim (this is the amount **you** must contribute towards the **gadget** that is subject to a claim). This excess must be paid if **your** claim has been approved.

The excess amount applicable in respect of each **gadget** covered under this policy is as shown on **your certificate schedule**:

Theft exclusions:

We will not pay any claim:

- ✦ unless a Police Crime Report is provided in support of the **theft**. Lost property reports will not be accepted in support of a **theft** claim.
- ✦ for a **gadget** stolen from any motor vehicle, unless the **gadget** is completely hidden from view within a glove compartment or boot, the vehicle's windows and doors have been closed and locked and all security systems have been activated and **violent and forcible entry** to the vehicle has been used. A copy of the repairer's account for such damage to the vehicle must be supplied with any claim.
- ✦ Where **you** have not taken **reasonable precautions** to protect **your gadget**.
- ✦ for **theft** of **your gadget** left **unattended** in a public place or a place to which the public has regular access.
- ✦ for **theft** of the **gadget** from the person unless force, pickpocket or threat of violence is used.
- ✦ Where the **gadget** has been stolen from any **commercial vehicle**;
- ✦ Where the **gadget** has been stolen from any premises unless force, resulting in damage to the premises was used to gain entry by **violent and forcible entry**. A copy of the repairer's account for such damage must be supplied with any claim.
- ✦ Any claim for loss of **your gadget**.

General exclusions (applying to all cover provided under this policy):

We will not pay for:

- ✦ gradual deterioration of the battery
- ✦ any amount recoverable under any guarantee warranty or other insurance
- ✦ any gradual deterioration, mechanical or electrical breakdown, or internal cause affecting the smooth running or functionality of the **gadget**
- ✦ Any damage or loss of functionality caused by software or system viruses and/or software or system updates
- ✦ Any claim when the **gadget** was in the possession of any third party (other than a member of **your immediate family**) at the time of the event giving rise to the claim.

- ✦ any claim for malicious damage which was caused by **you** or **your immediate family**.
- ✦ the VAT element of any claim if **you** are registered for VAT.
- ✦ any claim where the policy excess has not been paid.
- ✦ the cost of any calls made from **your gadget**.
- ✦ any **gadget** claim where the **proof of usage** is not provided.
- ✦ any **gadget** claim where **you** cannot provide **proof of purchase** or **proof of exchange**.
- ✦ any **theft** or **accidental damage** to any equipment or accessories including but not limited to carrying cases, battery chargers, hands-free mounting kit, cameras, PCIMA cards or external antennae.
- ✦ any routine maintenance, adjustment, modification or servicing.
- ✦ **Theft** or damage to SIM or memory cards in isolation (unless it accompanies a valid claim for **Your gadget**).
- ✦ any **accidental damage** claim where the **IMEI/Serial** number cannot be determined from **your gadget**.
- ✦ any claim if **your gadget** was purchased outside of the United Kingdom.;
- ✦ any other costs that are indirectly caused by the event which led to **your** claim, unless specifically stated in the policy wordings.
- ✦ Any kind of damage whatsoever unless the damaged **gadget** is provided for repair.
- ✦ Cosmetic damage only to the **gadget** that has no effect on the device's functionality, to include, for example, marring, scratching and denting.
- ✦ any software or firmware failures.
- ✦ any claim when the **gadget** is being used for **business use**.
- ✦ damage or destruction caused by, contributed to or arising from:
 - wear and tear or gradual deterioration of performance.
 - using the **gadget** for purposes other than those in the users' manual.
- ✦ Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public. authority.
- ✦ Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- ✦ any damage directly occasioned by pressure waves caused by an aircraft and other aerial devices travelling at sonic or supersonic speeds.
- ✦ Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

POLICY CONDITIONS AND LIMITATIONS

Claims Procedures

How to make a claim:

All claims must be notified as soon as it is reasonably possible after the event which causes **you** to submit a claim. Following these procedures, and any instructions or advice given to **you** by the **administrator** will help **your** claim to run smoothly.

Theft Claims

You must notify the appropriate local police authority as soon as possible following discovery of the incident and obtain a crime reference and a copy of the police crime report (where applicable).

Should **you** be claiming for the **theft** of **your mobile device** **you** must also contact **your** network provider as soon as possible following discovery of the incident to place a call bar on **your mobile device**.

For all claims (including **accidental damage** and **theft**)

You should contact the **administrator** as soon as reasonably possible following discovery of the incident (or in the event of an incident occurring outside of the United Kingdom as soon as reasonably possible following **your** return to the United Kingdom):

Online claims: www.eclaimcity.co.uk

Phone: 0333 009 0158 (local rate call) **Email:** claims@citymain.com **Post:** The Claims Team, Citymain Administrators Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3FQ.

You should complete any claim form **you** may be provided fully and return it to the **administrator** in accordance with their instructions, together with any requested supporting documentation including, but not limited to:

- **proof of purchase**, proof of date of purchase or **proof of exchange**
- **proof of usage**; and
- any other documentation **we** reasonably request that is relevant to **your** claim.

The **administrator** will assess **your** claim and as long as **your** claim is valid, will authorise the repair or replacement of **your gadget** in accordance with this policy.

Before **your** claim can be approved, **you** must pay the excess.

Where an excess is paid and **you** do not send in **your gadget** at the request of the **Administrator** within 90 days the claim will be closed and the excess refunded to **you**, less a £25 administration fee. If **you** later decide to reopen the claim the full excess must be paid before the **Administrator** will proceed with **your** claim.

Bspoke Underwriting Ltd are an **insurer's** agent and in the matters of a claim act on behalf of the **insurer**. To help improve its service, the **administrator** may record or monitor telephone calls.

Equipment Repairs

If the **administrator** determines that **your gadget** can be repaired following a valid claim:

You will be asked to send **your gadget** to the **administrator** or to **our** authorised repairer. **You** will be responsible for the cost of postage. To avoid any further damage being caused to **your gadget**, **we** recommend that **you** use a padded envelope and send **your gadget** by registered mail. There is no cover provided by this policy in respect of damage, **loss** or **theft** for **gadgets** which are not mailed this way.

1. **Your scheme administrator** will arrange for the repair of **your gadget** and return it to **you** by courier to **your** last known address or the address specified on **your** claim submission.
2. We will provide a 3 month* guarantee against technical fault or mechanical breakdown of **your gadget**, where it is linked to the repair undertaken.

*the 3-month time period commences from the date of receipt by **you** of the first repaired/replacement device sent to **you** as settlement of your claim and ends 3 months after the date of receipt of the first repair or replacement device. If your policy ends during this period, the warranty will also cease. The guarantee will be void in the event of **your gadget** being damaged within the given period.

Replacement Equipment

If the **administrator** determines that **your gadget** needs to be replaced following a valid claim:

- ✦ The **administrator** will endeavour to replace **your gadget** with an identical, fully refurbished (or new where a refurbished item is not available) **gadget** of the same age and condition as **your gadget**. However, in the unlikely event this is not possible, the **administrator** will provide **you** with a fully refurbished (or new where a refurbished item is not available) **gadget** of a comparable specification or the equivalent value taking into consideration the age and condition of **your gadget** prior to **your** claim.
- ✦ We will provide a 3 month* guarantee against technical fault or mechanical breakdown of the replacement mobile phone.
- ✦ Please note that although **we** will endeavour to replace **your gadget** with the same colour, it may not always be possible and therefore **you** will be provided with an alternative colour in that situation.
- ✦ If **we** replace **your gadget** the damaged original **gadget** becomes **our** property.
- ✦ If **we** replace a stolen **gadget** and the original **gadget** is returned or found this becomes **our** property and must be returned to the **administrator**.

*the 3-month time period commences from the date of receipt by **you** of the first repaired/replacement device sent to **you** as settlement of your claim and ends 3 months after the date of receipt of the first repair or replacement device. If your policy ends during this period, the warranty will also cease.

Limit of Liability

The **insurer's** maximum liability for any claim shall not exceed the maximum replacement value of **your gadget** or the limits of liability shown on **your certificate schedule**.

Fraud

The **administrator** employs a dedicated team of fraud specialists.

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **you** caused deliberately or
- acting dishonestly or exaggerating a claim

We;

- a) are not liable to pay the claim: and
- b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c) may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

This Information may also be shared with the police and other insurers for fraud prevention purposes.

Other Insurance Policies

If there is any other insurance policy covering the same loss, damage or liability **we** will not pay more than **our** rateable share.

Subrogation

If a third party is believed to be responsible for any claim, **we** may take over, defend or settle the claim, or take up any claim in **your** name for **our** own benefit. This is known as exercising **our** right of subrogation. **You** must give **us** all the help and information **we** reasonably require for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission. **We** will pay any costs or expenses involved in exercising our right of subrogation.

POLICY CANCELLATION

To cancel this policy, please contact the **administrator**:

Citymain Administrators Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3FQ.

Telephone: 0333 009 0158 (local rate call)

Email: info@citymain.com

To cancel this policy, please contact the **administrator**:

Citymain Administrators Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3FQ.

Telephone: 0333 009 0158 (local rate call) Email: info@citymain.com

Cooling off period

You may cancel the insurance within 14 days of receiving the insurance documents by writing to: Citymain Administrators Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3FQ, Email: info@spbuk.com or by calling telephone number 0333 009 0158 (local rate call), should **you** decide the insurance is no longer appropriate or required. Please note if **you** do cancel the insurance within 14 days **your** cover will expire at the end of the free month's cover provided under the policy.

Cancellation following the cooling off period

You may cancel the insurance at any time by contacting the **administrator**. If **you** cancel following the 14-day cooling-off period, **your** cover will continue until the end of the period for which **you** have already paid. No pro-rata return of premium will be allowed.

Cancellation by us

We may at any time cancel any insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) non-payment of premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with policy terms and conditions.
- e) a change in your circumstances means that we can no longer provide cover

- f) where we identify your involvement in, or association with, insurance fraud or financial crime
- g) where you have misrepresented or provided false information to the questions asked you when purchased, renewed or amended your policy

If we cancel your policy, we will provide a refund of your premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 8.

AUTOMATIC RENEWAL OF YOUR POLICY

Your policy is a rolling monthly policy and therefore to ensure **you** maintain continuous cover under **your** policy it will automatically be renewed each month, unless **you** advise **us** otherwise **your** monthly premium will be collected by the **administrator** using the payment **you** have chosen at the time of the initial purchase of this policy.

Please note: **You** do not have the option of transferring the benefit of this insurance to another **gadget**. **You** may cancel this policy at any time, as stated under the Policy Cancellation section above.

We reserve the right not to invite the renewal of your policy. In this event we will notify you in writing to let you know.

WHAT TO DO IF YOU HAVE A COMPLAINT

It is always the intention to provide **you** with a first-class service. However, if **you** are not happy with the service, in the first instance, please write to the Customer Relations Manager of the **administrator**. Their contact details are:

FAO: Customer Relations Manager, Citymain Administrators Ltd, 3000 Lakeside, North Harbour Western Road, Portsmouth

PO6 3FQ

Tel: 0333 009 0158 (local rate call).

E-mail : customerrelations@spbuk.com

In all correspondence please state that your insurance is underwritten by Bspoke Underwriting Ltd and quote 06633D.

If we have not completed our investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financial-ombudsman.org.uk.

The Financial Ombudsman Service,

Exchange Tower, London E14 9SR

Tel: 0800 023 4567

Get in touch on line: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>

PREMIUMS AND CLAIMS – YOUR RIGHTS

When handling premium payments from **you** that are due to the **insurer** and when handling any claim, **you** make, the **administrator** acts as an authorised agent of the **insurer**. This means that when **you** pay a premium to the **administrator** it is deemed to have been received by the **insurer** and that any valid claim **you** make it is not deemed to have been settled by the **insurer** until **you** have received a repaired or replacement **mobile device** and/or **gadget**.

The Insurer's right to change the premium and/or cover (monthly premium)

You will receive at least 30 days written notice if **we** decide, or need, to change **your** policy cover or the price of **your** insurance.

- to reflect increases or reductions in the cost (or projected cost) of providing **your** insurance, including, but not limited to, increases or reductions caused by changes to the number, length, cost or timing of claims which **we**, as part of **our** pricing policy, have assumed or projected will be made under the insurance,
- to cover the cost of any changes to the cover/benefits provided under this insurance including, but not limited to, reductions in the time that **you** must wait before a claim can be paid or the removal of one or more policy exclusion(s); or
- to cover the cost of changes to the systems, services or technology in support of this insurance.

Any minor changes **we** make to this policy that do not affect the nature of the cover, the benefit provided, the excess payable or the premium **you** will pay, will be notified to **you** through **your** annual statement, for example:

- to make minor changes to this policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy easier to understand;
- to reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting **us** or this policy;
- to reflect changes to taxation applicable to this policy (including, but not limited to, Insurance Premium Tax);

Where **we** make changes to the policy cover, benefit provided, excess payable or policy premium that is favourable to **you**, **we** may make changes immediately and advise **you** within 30 days of the change having been made if the change is favourable to **you**.

Upon receiving notice of any changes or proposed changes, **you** may cancel cover in accordance with this policy wording if **you** are unhappy with the change or proposed change.

Your responsibility

You must take reasonable care to provide accurate and complete answers to all the questions **you** are asked when **you** take out or make changes to this policy.

You must notify **your administrator** as soon as possible if any of the information in **your** policy documents is incorrect or if **you** wish to make a change to **your** policy.

If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify **your administrator** of any incorrect information or changes **you** wish to make, **your** policy may

not operate in the event of a claim, we may charge **you** and additional premium, **we** may not pay any claim in full or **your** policy could be invalid.

Changes that may affect your cover

You must tell **us** as soon as possible about any changes to the information **you** provided when **you** purchased this policy, for example:

- If you change your address
- If you change your mobile phone

This is not an exhaustive list and any changes you tell us about may affect your cover or result in a change to your premium. If **you** are unsure whether a change may affect **your** cover, please contact **your administrator**.

Duty of Care

You must take care to prevent any accidental damage, malicious damage or theft and keep **your cycle** and/or **accessories** in accordance with the security requirements and maintain them in a good state of repair and condition. **You** must take care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

Other Insurance Policies

If there is any other insurance policy covering the same loss, damage or liability **we** will not pay more than **our** rateable share.

Subrogation

If a third party is believed to be responsible for any claim, we may take over, defend or settle the claim, or take up any claim in your name for our own benefit. This is known as exercising our right of subrogation. You must give us all the help and information we reasonably require for the purpose of exercising this right. You will take no action or make any agreements that may weaken or remove our rights under this clause without our prior written permission. We will pay any costs or expenses involved in exercising our right of subrogation.

LEGAL REGULATORY AND OTHER INFORMATION Law & Legal Proceedings Applicable to this Insurance

This policy is governed by English law.

Financial Services Compensation Scheme

If Watford Insurance Company Europe Limited. cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

PRIVACY AND DATA PROTECTION NOTICE

Bspoke Underwriting Ltd

We are Bspoke Underwriting Limited, **our** data controller registration number, issued by the Information Commissioner's Officer, is **Z7739575**.

This information is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you** and

we process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer your insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with your personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy and fulfil **our** contract of insurance.

For specific types of insurance policies, for example when offering **you** a Personal Accident policy, **we** may process some special categories of **your** personal data, such as information about **your** health. **We** collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering your insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

Privacy Notice

You can get more information about this by viewing **our** full Privacy Notice online at <https://bspokegroup.co.uk/wp-content/uploads/2023/04/Bspoke-UW-Privacy-Policy-APR23.pdf> or request a copy by emailing us at dataprotection@bspokeunderwriting.co.uk.

Alternatively, you can write to us at: Data Protection, Bspoke Underwriting Ltd, Brookfield Court, Selby Rd, Leeds LS25 1NB.

WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.watfordre.com/privacy-policy/>