

Silver Account Mobile Phone Insurance.



Mobile Phone Insurance

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Mobile Phone Insurance

Demands and needs statement

This Mobile Phone Insurance Policy has been provided to meet the demands and needs of mobile phone users covering your phone against theft, loss, damage, breakdown (including faults) and unauthorised calls wherever they or their family members are in the world.

This mobile phone insurance cover is designed for when you have a mobile phone that is not already covered under an insurance policy and you want to cover the cost of repairing or replacing your mobile phone against loss, theft, damage and breakdown subject to an excess payment for each accepted claim detailed in the section 'What you are NOT covered for'. You should consider this excess when deciding if this policy is suitable for you.

Your TSB Silver Mobile Phone Insurance Policy

This is your mobile phone insurance policy, in this document you will find everything you need to know. Please read this carefully to make sure this policy is right for you, if you have any questions then visit tsb.co.uk/internetbanking or call us on **0345 835 3835**. This policy constitutes an agreement between you and the insurer, Assurant General Insurance Limited. The insurer has appointed Lifestyle Services Group Limited to administer the policy. References to 'we/us/our' relates to Assurant General Insurance Limited and Lifestyle Services Group Limited.

Registering your mobile phone

To help us administer your policy more effectively and to help simplify the claims process, you can provide us with your mobile phone details. This can be done by completing the registration form when you take out your current account, through Internet Banking at tsb.co.uk/internetbanking or by calling Silver Membership Services on **0345 835 3833**.

You will need the following information when registering your handset

- Make
- Model
- IMEI number
- Telephone number.

Who is this mobile phone insurance cover suitable for?

Summary	Description
For many of us, our mobile phone is much more than a device for making calls. It means you can stay in contact wherever you are, it stores valuable memories and so much more.	This mobile phone insurance cover is suitable for when you have a mobile phone that is not already covered under an insurance policy and you want to cover the cost of repairing or replacing your mobile phone against loss, theft, damage and breakdown (subject to an excess payment detailed in the section 'What you are NOT covered for'. You should consider this excess when deciding if this policy is suitable for you).
It is important to note that mobile phone insurance is offered on the understanding that you will take care of your mobile phone.	Having insurance does not mean that you can take risks with your mobile phone which you would not take if your mobile phone was not insured as doing so may result in your claim being declined. Further details can be found in the section 'What you are NOT covered for'.

We do understand that every claim can be quite different and we will make every effort to take this into consideration when we review a claim.

The cover you receive

Risks you are covered for	Benefits you receive
<p>Your mobile phone and SIM card up to a maximum value of £2,000 (including VAT) per claim and covered against:</p> <ul style="list-style-type: none"> • Loss • Theft • Damage • Breakdown (including faults). <p>Occurring anywhere in the world.</p>	<p>This policy protects one mobile phone for single account holders, and up to two mobile phones for joint accounts, which must be owned by the Account holder. If your mobile phone is damaged or breaks down we will either:</p> <ol style="list-style-type: none"> 1. repair the mobile phone (where possible) or 2. replace it with a mobile phone of the same make, model and memory size. If we cannot do this you will be given a choice of models with an equivalent specification. <p>If your mobile phone is lost or stolen we will replace it with a mobile phone of the same make, model and memory size. If we cannot do this you will be given a choice of models with an equivalent specification.</p> <p>Replacements</p> <ol style="list-style-type: none"> 1. Where we replace the mobile phone the replacement may be a remanufactured (not brand new) device. 2. We will attempt to replace your phone with one of the same colour but we can't guarantee to do this or replace any limited or special edition mobile phones. 3. Where we send you a replacement or repaired item, this will only be sent to a UK address. <p>If you are unable to provide the damaged mobile device to support your claim for a damage or breakdown incident, then this will be classified as a lost mobile device claim.</p> <p>If you are charged by your network for your replacement SIM card we will reimburse you.</p>

Risks you are covered for	Benefits you receive
<p>If you make a successful claim for loss or theft and discover you have been charged for calls, texts or data as a result of someone else using your phone. These unauthorised network charges are covered up to a value of £1,500 (including VAT) if you have an airtime contract and £300 (including VAT) if you Pay As You Go.</p>	<p>In the event that you are billed by your network provider as a result of your mobile phone being used after it has been lost or stolen, we will pay those charges incurred during the period between:</p> <ol style="list-style-type: none"> 1. the moment the loss or theft occurred and 2. 24 hours after you discovered it missing. <p>For example, if your phone was stolen at 8am on Tuesday and you discovered it missing at 11am on Wednesday, you would be covered for charges made between 8am Tuesday and 11am Thursday, up to the following cover limits: £1,500 (including VAT) for contract handsets £300 (including VAT) for Pay As You Go.</p>
<p>If any accessories for your mobile phone are lost, stolen or damaged at the same time as your mobile phone you are covered for these up to a value of £250 (including VAT). That's a case, headphones, Bluetooth headsets and similar.</p>	<p>If your accessories are lost, stolen or damaged at the same time as your mobile phone we will replace them with accessories of a similar specification. If we are unable to provide a replacement of a similar specification, we will contact you to discuss an alternative settlement.</p>

What you are NOT covered for

Summary	Description
<p>Excess.</p>	<p>You need to pay a contribution of £100 for Apple iPhones and £50 for all other handsets, every time you make a successful claim, this is the excess. Your excess of £100/£50 is payable for every accepted claim and must be paid before your claim will be settled.</p>
<p>Loss, theft, damage or breakdown as a result of not taking care of your mobile phone.</p>	<p>We expect that you will take care of your mobile phone, if you don't, then we may decline your claim.</p> <p>Taking reasonable care of your mobile phone means:</p> <ul style="list-style-type: none"> • Not knowingly leaving your mobile phone somewhere it is likely to be lost, stolen or damaged, just think would you leave your wallet or purse there? • If you need to leave your mobile phone somewhere then we expect you to lock it away out of sight if at all possible. If you cannot lock it away then you must leave it with someone you trust or concealed out of sight in a safe place. • Making reasonable enquiries to find your phone if you think you have lost it. • If you sell your mobile phone make sure you use a protected payment service and wait for payments to clear before releasing it to the buyer. <p>If you knowingly leave your mobile phone where others can see it but you cannot and it is then lost or stolen we may decline your claim.</p> <p>Some examples of claims we have previously declined due to reasonable care not being taken are:</p> <ul style="list-style-type: none"> • in a cafe or pub you leave your mobile phone on the table when you go to the bar to pick up your drink instead of taking it with you • leaving your mobile phone on display in your car • leaving your mobile phone in the care of someone you don't know well • not using a trackable postal service should you need to send your phone anywhere • leaving your mobile phone on a bench in the changing rooms at the gym rather than taking it with you or locking it in a locker • intentionally damaging your mobile phone. <p>These examples are listed here to help you understand what's covered, and are not the only reasons a claim could be declined.</p>

Summary	Description
Cosmetic damage.	<p>We only cover damage if it stops the normal functioning of your mobile phone. If it is just a scratch or dent, and your mobile phone still works as expected, then we will not repair or replace it.</p> <p>We know scratches and scrapes to your mobile phone aren't nice but we are here to fix your mobile phone when it isn't working, so if it still functions as you would expect then we can't help. For example, a scratched screen would not be covered but a cracked screen would be covered.</p>
Contents of your mobile phone.	<p>We only cover the mobile phone, we don't cover the contents. This means that any pictures, software, downloads, apps, music or any other content is not covered by this policy so make sure you back it up regularly. This also means that if any of the data or information stored on your phone is used to access any existing accounts or opening new accounts through fraud, we do not cover any financial losses as a result of these acts.</p> <p>There are lots of ways to back up the contents of your mobile phone and we suggest you do this regularly so if you have a claim and you lose your mobile phone's contents as a result, you can download it on to your new mobile phone and be up and running again in no time.</p>

Summary	Description
Unauthorised repairs.	<p>We want the ability to assess the damage to your mobile phone in order to best decide whether to repair or replace it. If you have it repaired without our opportunity to do this then we may not pay your claim.</p> <p>This also includes any repair or modification which has not been authorised by the manufacturer if this causes your phone to stop working.</p>
Other losses.	<p>Any cost or losses that can't be resolved by the repair or replacement of your mobile phone.</p> <p>We don't cover any loss or profit, opportunity, goodwill or similar losses. We just cover the mobile phone, unauthorised network charges and accessories.</p>
Any device that is not a mobile phone.	<p>This policy is only for mobile phones. This means we only cover handheld devices that are designed specifically to make mobile phone calls and work independently from any other device.</p> <p>This policy isn't for tablet computers, smart watches or other wearable technology.</p>
Modifications.	<p>If your mobile phone has been modified in any way we will only replace the mobile phone, we do not cover the modifications that have been made.</p> <p>Modifications are anything that changes the way your mobile phone looks or operates from the original specifications. This includes things like adding gems, precious metals or making software changes such as unlocking your mobile phone from a network.</p>

Actions you will need to take on loss, theft, breakdown or damage to your mobile phone

Summary	Description
Tell your airtime provider if your mobile phone is lost or stolen as soon as you can.	<p>As detailed in 'The cover you receive' section, we only pay for unauthorised network charges from the point your mobile phone is lost or stolen and for up to 24 hours after you discover the loss or theft.</p> <p>If you don't tell your airtime provider within 24 hours you will be responsible for any further charges.</p> <p>If you make a claim for unauthorised network charges you will need to provide either the monthly mobile phone bill showing the charges and the bill for the month prior to the unauthorised network charges or proof of your mobile phone's balance prior to the theft or loss.</p>
If your mobile phone is lost or stolen report it to the Police.	<p>Tell the Police about any lost or stolen mobile phone as soon as you can, we will ask you to provide the Police reference number before we will pay any claim for theft.</p> <p>If you have difficulty reporting your incident to the Police please contact us and we can help to guide you.</p>
Report any loss or theft to the place you believe it has been lost in or stolen from.	<p>We also expect you to report your mobile phone as lost or stolen to the place it was lost or you think it has been stolen from.</p> <p>Often mobile phones are found and handed in to the place they were found. We expect you to report the loss or theft of your mobile phone to the place you think it was lost in or is most likely to be handed back to. We may ask you to provide the details of where your handset was lost or stolen from and the actions you have taken to try to recover it.</p>

Summary	Description
Report your claim to us as soon as you can.	<p>Tell us about a claim as soon as you can. We expect you to tell us about any claim as soon as possible after becoming aware of the loss, theft, breakdown or damage.</p> <p>If you don't do this we will still consider your claim, however it makes it difficult for us to investigate your claim, recover your mobile phone if it is lost or stolen or stop any further damage to your mobile phone.</p> <p>You can log your claim online or by telephone, it is really simple.</p>
Proof of ownership.	<p>We need to know that the mobile phone, SIM card and accessories you are claiming for are yours. Therefore you will need to provide some form of proof of ownership.</p> <p>You will need to be able to tell us the make and model of your mobile phone. We may ask to see something that tells us that the items you are claiming for belong to you and confirms the make, model, memory size and IMEI number of your mobile phone.</p> <p>The IMEI number is the unique serial number for your mobile phone. You can find it by inputting *#06# into your mobile phone. It should also be noted on the documentation that came with your mobile phone when you purchased it. Your airtime provider may also be able to provide it to you.</p> <p>Proof of ownership could include a till receipt or documentation from your airtime provider. If you don't have any proof of ownership we may decline your claim.</p>

How to make a claim

Summary	Description
Step One:	Please make sure you have read the 'Actions you will need to take on loss, theft, breakdown or damage to your mobile phone' section as this tells you what we may need from you in order to settle your claim.
Step Two:	You should tell us about your claim as soon as you can, upon discovering the incident, you can do this by contacting us at tsb.co.uk/internetbanking or by calling 0345 835 3835 .
Step Three:	We will walk you through the simple claims process and tell you what information you will need to provide for us to assess your claim.
Step Four:	You will need to pay your excess for every accepted claim. Your excess can be paid by Visa, Mastercard and debit cards (we do not accept American Express or Diners Club cards).
Step Five:	We will either repair your mobile or send you a replacement.

What you need to know about the claims process

- If your claim is for damage or breakdown and we need to provide you with a replacement, we will not be able to send you the replacement mobile phone until we have been able to confirm that any locking mechanism has been removed from your mobile phone (e.g. Find My iPhone). Should the locking mechanism be reactivated by the time we receive it and we have already replaced your mobile phone we may take steps to recover the one we have sent you as part of your claim settlement. If we are attempting a repair to your mobile phone it will delay your claim and it may be returned to you unrepaid in order for the locking mechanism to be removed.
- Repairs may be made using readily available parts, or we may provide refurbished products which may contain parts, which are of similar or equivalent specification, and which may include unbranded parts. This policy is provided in addition to any manufacturer's warranty that applies to your mobile phone ("applicable manufacturer's warranty").

Nothing in this policy is intended to affect your rights under the applicable manufacturer's warranty or your statutory rights. If any repairs authorised by us under this policy invalidate the applicable manufacturer's warranty, we will repair or replace your mobile phone, as necessary, in accordance with the terms of the applicable manufacturer's warranty for the unexpired period of the applicable manufacturer's warranty.

- The cost of postage in sending a mobile phone to us for repair is not covered under this insurance policy.
- When sending in your mobile phone for repair please DO NOT send in your SIM or memory card, any other accessories or any other items that do not relate to the repair such as the manual or box as these will be destroyed at the repair centre. We are unable to recover and return these items.
- When your mobile phone is received at the repair centre all remaining data will be erased as part of the repair process.
- Where we receive any mobile phone as part of a claim that is manufactured in a way to resemble items made by another company in breach of any trademark or copyright laws, or mobile phones that are created by using parts from a number of different phones we will return it to you unrepaid, the claim will be declined and any excess paid will be returned.
- If we are unable to replace your phone with the same make and model, we will contact you to discuss an alternative claim settlement.
- If any lost, stolen or damaged items are recovered after the claim is approved, they shall become the property of the insurer and must be returned to us immediately. Damaged mobile phones and accessories, parts and materials replaced by us shall become the property of the insurer.
- Lifestyle Services Group Limited handle all claims on behalf of the insurer.

What if your claim is rejected?

If you're not happy with the claims decision, we want to hear from you as soon as possible. Please follow the complaints process.

Tell us when your details change

If you change your mobile phone, please help us keep our records up to date, this can be done quickly and easily online via tsb.co.uk/internetbanking

Fraud

We do not tolerate any aspect of fraudulent activity. We work closely and share data with other insurers, law enforcement agencies and airline providers to identify fraud and support prosecution where the appropriate evidence exists. Our Fraud Team works tirelessly to prevent and detect fraud. We, and other organisations, may access and use the information recorded by fraud prevention agencies, from both the UK and from other countries.

It is important that when applying for insurance, or submitting a claim you or anyone acting on your behalf must take reasonable care to answer all questions honestly and to the best of your knowledge. Failure to do so may affect the validity of your policy or the payment of your claim.

If false or inaccurate information is provided and fraud is identified then we will:

- Not honour the claim and we will cancel your policy. If an excess has been paid this will not be returned, this is not a penalty this is to cover administration costs.
- Report you to the relevant authorities and take legal action, if necessary, to recover any money already paid to you under this insurance policy.
- Pass the details onto your bank or our distribution partner providing this service as part of a wider offering.
- Put the details of the fraudulent claim onto a Register of Claims through which insurers share information to prevent fraudulent claims. A list of participants and the name and address of the operator are available on request.
- Pass the details to fraud prevention agencies. Law enforcement agencies may access and use this information. Other organisations may also access and use this information to prevent fraud and money laundering, for example, when –
 - Checking details on applications for credit and credit related accounts or facilities.
 - Managing credit and credit related accounts or facilities.
 - Recovering debt.
 - Checking details on proposals and claims for all types of insurance.
 - Checking details of job applicants and employees.

Please contact us at **0345 835 3835** if you want to receive details of the relevant fraud prevention agencies.

Price of your insurance

This insurance is provided as a benefit of your TSB Silver Account and the cost is included in the monthly fee you pay for this account.

Duration of this Policy

This policy is provided as a benefit of you being a TSB Silver Account holder. Your policy will remain in place until it is either cancelled by you, or if you close your TSB Silver Account.

Cancelling your insurance

You have the right to cancel your insurance at any time. If you or TSB closes your account, or TSB terminates the cover provided through the programme, cover will stop immediately unless you are moving from one qualifying account to another. No refund will be due upon cancellation.

Making an enquiry or complaint

We will always try to be fair and reasonable. If you believe we have not provided you with a satisfactory level of service, please tell us so that we can do our best to resolve the problem. The easiest way to contact us is to call us on **0345 835 3835**. We will do everything possible to ensure that your query is dealt with promptly. Alternatively, you can email **LSG.Customerrelations@lifestylegroup.co.uk** or write to:

Customer Services
Lifestyle Services Group Limited
PO Box 98
Blyth
NE24 9DL

Please quote your mobile phone number in any correspondence.

Lifestyle Services Group Limited handle all queries and complaints on behalf of the insurer.

If you are not happy with our decision you can, within 6 months of our final decision, refer your complaint for an independent assessment to:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: **0800 023 4567/0300 123 9123**

Email: **complaint.info@financial-ombudsman.org.uk**

Web: **www.financial-ombudsman.org.uk**

Nothing in these terms, including referral to the Financial Ombudsman Service affects your statutory rights.

Choice of law

The law of England and Wales applies to this policy and you can bring legal proceedings in respect of the policy in the English courts. If you live in Scotland you can bring legal proceedings in respect of the policy in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts. This policy is written in English and all communication with you will be in English.

If we need to change the terms of the policy

In the event that the insurer needs to change the terms, we will give you 30 days' notice in writing to your last known address. This will only be for valid reasons such as to respond proportionately to changes in the law or decisions of the Financial Ombudsman Service, to meet regulatory requirements, industry guidance or codes of practice, to proportionately reflect other legitimate cost increases or reductions associated with providing the cover, or where we choose to change the level of cover.

Financial Services Compensation Scheme (FSCS)

Assurant General Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event they cannot meet their liabilities to you. General insurance contracts are covered for 90% of the entire claim with no upper limit. Further information is available from the FSCS by calling **0800 678 1100** and online at **www.fscs.org.uk**

Status disclosure

This Policy has been arranged and is administered by Lifestyle Services Group Limited (Financial Services Register No. 315245) with the insurer: Assurant General Insurance Limited (Financial Services Register No. 202735), whose address is, Emerald Buildings, Westmere Drive, Crewe, CW1 6UN.

Assurant General Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Lifestyle Services Group Limited is authorised and regulated by the Financial Conduct Authority. All firms' registered details can be checked on the Financial Services Register by visiting the FCA's website **www.fca.org.uk/register**

Data Protection

TSB's Data Privacy Notice can be found at **tsb.co.uk/privacy**

Further information on how Assurant General Insurance Limited uses your personal data including a link to their own Data Privacy Notice can be found at **tsb.co.uk/privacy/ava-privacy**. You may contact them at **0345 835 3835** for assistance. In addition, you may write to Data Protection Officer, Assurant General Insurance Limited, PO Box 98, Blyth, NE24 9DL or by emailing **dataprotectionofficer@assurant.com**

If you have a query or need to make a claim.

- You'll find all the contact details you need inside this booklet.
- If you prefer, just call Silver Membership Services on **0345 835 3835** 24 hours a day, 7 days a week or visit the Account Benefits tab in Internet Banking.
- If you need to call us from abroad or prefer not to use our **0345** number, you can also call us on **+44 (0) 203 284 1585**.

You'll need:

- To tell us you're a TSB Silver account holder when you contact us.
- Your Silver account membership number, which is your Silver account sort code and account number.

If you'd like this in another format such as large print, Braille or audio please ask in branch.

If you have a hearing or speech impairment you can contact us using Text Relay or Textphone on **0345 835 3843** (lines are open 7am to 11pm, 7 days a week).

Calls may be monitored or recorded. Not all Telephone Banking services are available 24 hours a day, 7 days a week. Please speak to a TSB Partner for more information.

Mobile Phone Insurance is administered by Lifestyle Services Group Limited and underwritten by Assurant General Insurance Limited.

TSB Bank plc. Registered Office: Henry Duncan House, 120 George Street, Edinburgh EH2 4LH. Registered in Scotland No. SC95237. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 191240.

TSB Bank plc is covered by the Financial Services Compensation Scheme and the Financial Ombudsman Service.

Information correct as at April 2021.