

Your Gadget Insurance



i Introduction to your policy

Gadget Insurance is arranged by Insurance Republic & underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

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☂ Schedule of Cover

Cover	Excess
Accidental Damage including Liquid Damage, Theft & Loss. Airtime Abuse (up to £100), Worldwide (90 days), Accessories (up to £100).	£75 per claim

i Definitions

The following words shall have the meanings given below wherever they appear in bold:

Accessories: Means chargers, carrying cases, headphones and hands-free mounting kits, USB cables but excluding a SIM Card that were supplied with **Your Electronic Equipment**

Accidental Damage: The unintentional and unforeseen breakage or destruction of **Your Electronic Equipment**, with visible evidence of an external force being applied and which results in the **Electronic Equipment** being unusable.

Commencement Date: The date **Your** cover begins with **Us**, as detailed in **Your** policy schedule.

Computer Virus: Means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Cosmetic Damage: Any damage which is non-structural, for example, scratches, dents and marks, which does not affect the usage of the **Electronic Equipment**.

Electronic Data: Means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Electronic Equipment: The item or items purchased and owned by **You** (including Accessories up to £100), as new and in full working order, from a VAT registered company and for which **You** hold **Proof of Purchase**, and that is insured by **Us** as detailed in **Your** policy schedule.

End date: The date that all cover under **Your** policy will cease unless **You** advise **Us** that **You** wish to renew **Your** insurance with **Us**.

Excess: The amount **You** will be required to pay towards each claim **You** make under this policy.

Immediate Family: **Your** husband, wife, civil partner, partner, children or parents, who permanently live in **Your** home.

Loss: Where the **Electronic Equipment** has been accidentally left by **You** in a location and **You** are permanently deprived of its use.

Level of Cover: The level of cover being either Essentials, Gold or Platinum as shown in the Schedule of Cover and applicable to your chosen policy for which you have paid the appropriate premium and as shown on your Certificate of Insurance.

Period of Insurance: The period of time between the **Commencement Date** and the **End Date** which is shown on **Your** policy schedule and that the policy will be in force for.

Proof of Purchase: An original receipt and any other documentation required to prove **Your Electronic Equipment** was purchased from a UK VAT registered company and that it is owned by **You** - including the date of purchase, make, model, serial and IMEI number of **Your Electronic Equipment**, where applicable.

Reasonable Precautions: **You** must not leave **Your** property **Unattended** if it is in a place where it is accessible to the general public. '**Unattended**' means not visible to you and not within **Your** arms' length reach. **We** will not pay any claims for property left **Unattended** in publicly accessible places. **You** must act as though you are not insured.

Replacement Item: An identical item of **Electronic Equipment** of the same age and condition or if not available, one of comparable specification or the equivalent value taking into account the age and condition of the original item of **Electronic Equipment**.

Terrorism: Any act including but not limited to the use, or threat, of violence or force by any person or organisation involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

Theft: Means the unauthorised dishonest appropriation or attempted appropriation of the **Electronic Equipment** specified on **Your** Insurance Schedule, by another person with the intention of permanently depriving **You** of it.

Unattended: Not within **Your** sight at all times and out of **Your** arms-length reach.

Unauthorised Calls, Texts or Data Use: Any calls, texts or data use made from **Your Electronic Equipment** after the time that it was lost or stolen, to the time that it was blacklisted by **Your** airtime provider.

We, Us, Our, Insurer: UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

You, Your: The insured person, who owns the specified **Electronic Equipment** as stated on **Your** policy schedule.

✔ What is covered:

In return for **Your** premium payment **We** will insure **Your Electronic Equipment** for the **Period of Insurance** as stated on **Your** policy schedule, subject to the terms and conditions in this document and any variations and amendments which have been confirmed in writing by **Us**. Please read **Your** policy carefully to ensure **You** understand the cover **We** are providing **You** and that **You** comply with **Our** terms and conditions.

A. Accidental Damage

We will pay the costs of our appointed supply repairing **Your Electronic Equipment** as a result of **Accidental Damage**. If **We** are unable to economically repair **Your Electronic Equipment** then, at **Our** discretion, a **Replacement Item** will be provided by **Us**.

In addition to claims excluded under the "What is Not Covered" section, **We** will not pay for **Accidental Damage** caused by:

1. deliberate damage or neglect of the **Electronic Equipment**;
2. failure on **Your** part to follow the manufacturer's instructions;
3. inspection, maintenance, routine servicing or cleaning.

B. Theft

We will replace **Your Electronic Equipment** with a **Replacement Item** if it is stolen. Where only part or parts of **Your Electronic Equipment** have been stolen, **We** will only replace that part or parts.

In addition to claims excluded under the "What is Not Covered" section, **We** will not pay for **Theft**:

1. where the **Loss** has occurred from any motor vehicle where **You** or someone acting on **Your** behalf is not in the vehicle, unless the **Electronic Equipment** has been concealed in a locked boot, locked glove compartment or other locked internal compartment and all the vehicle's windows and doors were closed and locked and all security systems had been activated;
2. from any premises, building, land or vehicle unless force, resulting in damage to the building, premises or vehicle was used to gain entry or exit;
3. where the **Electronic Equipment** has been left **Unattended** when it is away from **Your** home;
4. where **Reasonable Precautions** have not been taken.

C. Loss

*(This section only applies if shown on **Your** policy schedule)*

If **You** lose **Your Electronic Equipment** **We** will replace it with a **Replacement Item**.

In addition to claims excluded under the "What is Not Covered" section, **We** will not pay for **Loss**:

1. where the **Electronic Equipment** has been left **Unattended** when it is away from **Your** home;
2. where **Reasonable Precautions** have not been taken;

D. Liquid Damage

We will repair or provide a **Replacement Item** for **Your Electronic Equipment** if it is damaged as a result of accidentally coming into contact with any liquid. **We** will not pay for any liquid damage claims excluded under the "What is Not Covered" section.

E. Unauthorised Calls, Texts or Data Use

Where **Your** item of **Electronic Equipment** is a device where **You** are charged for **Unauthorised Calls, Texts or Data Use** and it is lost or stolen, **We** will refund the cost of any calls, texts or data used after the time it was lost or stolen to the time it was blacklisted by **Your** airtime provider. This is subject to **You** providing an itemised bill. The maximum **We** will pay for any one occurrence is £100.

In addition to claims excluded under the "What is Not Covered" section, **We** will not pay for any **Unauthorised Calls, Texts or Data Use** where the **Theft** or **Loss** has not been reported to **Your** airtime provider within 12 hours of the **Theft** or **Loss** occurring.

Note - Replacement condition: This policy is for replacement only and is not a replacement as new policy. If **Your Electronic Equipment** cannot be replaced with an identical item of **Electronic Equipment** of the same age and condition, **We** will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original item of **Electronic Equipment**.

✘ What is not covered:

1. Repairs or any other costs for:
 - a. cleaning, inspection, routine servicing or maintenance;
 - b. **Loss** or damage arising from a manufacturer's defect or recall of the **Electronic Equipment**;
 - c. replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
 - d. any repairs carried out without prior authorisation from **Us**;
 - e. wear and tear to the **Electronic Equipment** and/or gradual deterioration of performance;
 - f. **Cosmetic Damage**.
2. Any claim if the serial number, IMEI (international mobile equipment identity) or simgate has been tampered with in any way;
3. The failure of any electrical or mechanical component in **Your Electronic Equipment** due to a sudden and unforeseen fault, which causes **Your** **Electronic Equipment** to stop working in the way the manufacturer intended.

4. Any claim made, or any event causing the need for a claim to be made, that occurs within the first 14 days of the **Commencement Date** of the policy, or within 14 days of the change or addition of **Electronic Equipment to Your** policy for any **Electronic Equipment** added or amended during the Period of Insurance;
5. Any claim for a mobile phone or iPhone which has not been used for its core purpose since the inception of **Your** policy, or since it was added to **Your** policy, as verified by **Your** airtime provider;
6. Any claim where the **Electronic Equipment** has not been used in the first 14 days after the **Commencement Date** or within 14 days of the change or addition of **Electronic Equipment to Your** policy for any **Electronic Equipment** added or amended during the **Period of Insurance**;
7. Any repair or replacement if a SIM card registered to **You** was not in the insured mobile phone or **Electronic Equipment** at the time of the Accidental Damage, **Theft**, or liquid damage;
8. Any **Loss** of a SIM (subscriber identity module) card;
9. Any expense incurred arising from not being able to use the **Electronic Equipment**, or any costs other than the repair or replacement costs of the Electronic Equipment;
10. Liquid damage to **Accessories** of any kind.
11. Breakdown of the **Electrical Equipment** and/or and **Accessories**.
12. Reconnection costs or subscription fees of any kind;
13. Costs arising from the replacement of any personalised ring tones, graphics, downloaded material or software;
14. Items purchased from an on-line auction site unless from a VAT registered supplier;
15. Any costs for **Loss** or damage to information or data or software contained in or stored on the **Electronic Equipment** whether arising as a result of a claim paid by this insurance or otherwise;
16. Any other costs that arise directly or indirectly from the event which led to **Your** claim unless specifically stated in this policy;
17. Liability of whatsoever nature arising from ownership or use of the **Electronic Equipment**, including any illness or injury resulting from it;
18. Value Added Tax (VAT) where **You** are registered with HM Revenue & Customs for VAT;
19. Claims arising from **Terrorism**, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority;
20. Claims arising from damage or destruction caused by, contributed to or arising from (i) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof;
21. Claims arising from damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
22. Claims for any **Electronic Equipment** used in connection with **Your** profession or trade.
23. Notwithstanding any provision to the contrary within this Reinsurance Agreement or any endorsement thereto, it is understood and agreed as follows:
 - a) This Policy does not insure **Loss**, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or **Loss** of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the **Loss**.
 - b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.
Listed Perils: Fire, Explosion
24. Notwithstanding anything to the contrary contained herein this Policy does not cover **Loss** or Damage 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.
25. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy excludes **Loss**, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of **Terrorism**, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the **Loss**.
26. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any **Loss**, liability, cost or expense, or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:
 - a) irradiation or contamination by Nuclear Material; or
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - c) any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.
27. An act of **Terrorism** includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
 - a) involves violence against one or more persons; or
 - b) involves damage to property; or
 - c) endangers life other than that of the person committing the action; or
 - d) creates a risk to health or safety of the public or a section of the public; or
 - e) is designed to interfere with or to disrupt an electronic system.

This Policy also excludes **Loss**, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of **Terrorism**.

⚠ Policy conditions and limitations

1. Cover is limited to one claim per insured peril, per item (Sections A, B, C, D, and E) during any single **Period of Insurance**.
2. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.
3. This insurance only covers **Electronic Equipment** bought and used in the UK, the Isle of Man and the Channel Islands. Cover includes the use of the **Electronic Equipment** anywhere in the world up to a maximum of 90 days in total, in any single 12 month period. Any repairs or replacements must be carried out in the UK by repairers or retailers approved by **Us**.
4. The **Electronic Equipment** must be less than 36 months old (18 months for laptops) at the **Commencement Date** of the insurance, with valid **Proof of Purchase**. All items must have been purchased as new from a VAT registered company and must be in full working order at the **Commencement Date** of this policy.
5. **You** must provide **Us** with any receipts, **Proof of Purchase** or documents to support **Your** claim that are reasonable for **Us** to request. All **Proof of Purchase** must include the make, model and serial number of the **Electronic Equipment** and must be in **Your** name. If **We** do not receive the documents **We** have requested from **You** or if any documents submitted by **You** are not acceptable to **Us**, it may delay **Your** claim or **We** may decline to pay **Your** claim.
6. **We** may decide to change the terms and conditions of **Your** policy and or **Your** premium. **We** will give **You** 30 days written notice of any change **We** intend to make. Only changes formally made by **Us** and advised to **You** in writing are accepted as terms under this policy; no other parties have any jurisdiction to change or agree any different terms. In the event of any claim **You** are responsible for the payment of any outstanding premium for that policy Period of Insurance.
7. **We** may cancel **Your** policy at any time by giving **You** 30 days notice in writing. If **We** cancel **Your** policy and **You** have not made any claim and if **You** have paid the annual premium **You** will be entitled to a pro rata refund. This means that a refund will be given for every complete month of the policy remaining from the date 30 days after **You** receive **Our** written notice of cancellation **You** must take all **Reasonable Precautions** to prevent any **Loss** or damage to **Your Electronic Equipment**.
8. In respect of Monthly Policies, these will last for 1 calendar month and will be automatically renewed each month unless **You** contact **Us** to cancel the policy. **We** will write to **You** on each annual anniversary to advise **You** of **Your** cover to ensure the policy is still suitable. If the direct debit premium payment is cancelled or is unsuccessful at any given point, no benefits under the policy shall be due whatsoever until all due payments are received by **Us** and cover is agreed by **Us** in writing.
9. **We** will process **Your** claim under the terms and conditions of this insurance based on the first reason notified to **Us** for the claim. Please note that it may be necessary for **Us** to contact **Your** Airtime Provider in order to validate **Your** claim.
10. This cover is limited to one replacement per insured item per **Period of Insurance**.
11. Cover for **Your Electronic Equipment** applies to **You** as the person who purchased the policy and **Your Immediate Family**.
12. The benefits of this policy cannot be transferred to someone else or to any other **Electronic Equipment** without **Our** written permission.
13. **You** must take reasonable care to:
supply accurate and complete answers to all the questions **We** or the administrator may ask as part of **Your** application for cover under the policy to make sure that all information supplied as part of **Your** application for cover is true and correct
tell **Us** of any changes to the answers **You** have given as soon as possible.
You must take reasonable care to provide information that is accurate and complete answers to the questions **We** ask when **You** take out, make changes to and renew **Your** policy. If any information **You** provide is not accurate and complete, this may mean **Your** policy is invalid and that it does not operate in the event of a claim or **We** may not pay any claim in full. If **You** become aware that information **You** have given **Us** is inaccurate or has changed, **You** must inform **Us** or the administrator as soon as possible.

i How to claim

You must:

1. Notify Trent – Services (Administration) Ltd as soon as possible after any incident likely result in a claim under this insurance:
Trent – Services (Administration) Ltd
Trent House, Love Lane, Cirencester, Gloucestershire. GL7 1XD
Tel: 01285 626020 Fax: 01285 626031 Email: claims@trent-services.co.uk
2. Report the **Theft** or **Loss** of **Your** mobile phone within 12 hours of discovery of the **Loss** or the occurrence of the **Theft**, to **Your** airtime provider and instruct them to blacklist **Your** handset;
3. Report the **Theft** or **Loss** of **Your Electronic Equipment** to the police within 24 hours of discovery and obtain a crime reference number in relation to the **Theft** of the item, and a lost property number in relation to the **Loss** of the item;
4. If **We** replace **Your Electronic Equipment** the ownership of the damaged or lost item is transferred to **Us** once **You** have received the **Replacement Item** **We** have supplied. If the **Electronic Equipment** **You** have claimed for is returned or found **You** must notify **Us** and send it to **Us** if **We** ask **You** to.
5. Before **Your** claim can be approved, **You** must pay the **Excess**.

UK General Insurance Ltd are an insurers agent and in the matters of a claim act on behalf of the **Insurer**.

i Cancellation

If **You** decide that for any reason, this Policy does not meet **Your** insurance needs then please return it to **Insurance Republic, 30 Worthing Road Horsham, West Sussex. RH12 1SL** within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full. Thereafter **You** may cancel the insurance cover at any time by informing **Insurance Republic** however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document 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:

- Where **We** reasonably suspect fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions
- **You** have not taken reasonable care to provide accurate and complete answers to the questions **We** ask.

If **We** cancel the policy and/or any additional covers **You** will receive a refund of any premiums **You** have paid for the cancelled cover, less a proportionate deduction for the time **We** have provided cover. Where **Our** investigations provide evidence of fraud or misrepresentation, **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Us** with incomplete or inaccurate information. This may result in **Your** policy being cancelled from the date **You** originally took it out and **We** will be entitled to keep the premium.

If **Your** policy is cancelled because of fraud or misrepresentation, this may affect **Your** eligibility for insurance with **Us**, as well as other insurers, in the future.

Making yourself heard

We realise that things can go wrong and there may be occasions when **You** feel that We have not provided the service **You** expected. When this happens We want to hear about it so We can try to put things right. If **You** have cause for complaint it is important **You** know We are committed to providing **You** with an exceptional level of service and customer care.

For complaints regarding claims please use the following contact information:

Trent – Services (Administration) Ltd, Trent House, Love Lane, Cirencester, Gloucestershire. GL7 1XD
Tel: 01285 626020

For complaints regarding the sale of the policy please use the following contact information:

Insurance Republic, 30 Worthing Road Horsham, West Sussex. RH12 1SL
email: complaints@insurancerepublic.co.uk

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference 06378B. In either instance if **Your** complaint cannot be resolved by the end of the third working day, it will be passed to:

Customer Relations Department
UK General Insurance Limited
Cast House, Old Mill Business Park
Gibraltar Island Road, Leeds. LS10 1RJ
Tel: 0345 218 2685

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

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

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

Compensation scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk. You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or You can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

Important notice to customers

You must not act in a fraudulent way. If **You** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **We** accept Your proposal, Your renewal, or any adjustment to **Your** policy;
- fails to reveal or hides a fact likely to influence the cover **We** provide;
- makes a statement to **Us** or anyone acting on our behalf, knowing the statement to be false;
- sends **Us** or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge; or
- If **Your** claim is in any way dishonest or exaggerated,

We will not pay any benefit under this policy or return any premium to **You** and **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

Data protection 1988

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents 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. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Governing law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.

Contact information

For Claims Call:
01285 626 020

This policy is administered by Insurance Republic
insurancerepublic.co.uk

For general policy queries, cancellations & sales complaints please see your 'Certificate of Insurance' for the customer services contact information or use the email address below:

email: customerservice@insurancerepublic.co.uk

For Cancellations

Visit your customer account area and follow the instructions or email the Policy Administrator using the contact information opposite.

Please note that to ensure consistent high quality customer service calls may be recorded. Opening hours: 9am - 5pm Monday to Friday (excl. Public Holidays) unless otherwise stated.