

GADGET POLICY WORDING –

GADGET INSURANCE

This insurance is arranged and administered by Bastion Insurance Services Ltd, and underwritten by Astrenska Insurance Limited, Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU.

Astrenska Insurance Limited are authorised by the Prudential Regulation and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm reference number 202846.

Bastion Insurance Services are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register

IMPORTANT INFORMATION

We have not provided **you** with a personal recommendation as to whether this product is suitable for **your** needs so **you** must decide yourself whether it is or not. **You** have made a decision based on the information made available to **you**.

This policy meets the demands and needs of those who wish to insure their **gadgets** against **theft, accidental damage and breakdown** if **your gadget** is a mobile phone, tablet or smartwatch, you are also covered for **accidental loss**.

Your Gadget must be in good condition and full working order prior to taking out this policy. If there is evidence that the damage, theft or loss occurred prior to the policy start date, **your** claim will be refused and no premium refund will be due.

INTRODUCTION

You must read this policy document and the **Schedule of Insurance** together. The **Schedule of Insurance** tells **you** the period during which the policy is in force and what level of cover applies to **your** insurance. Please check both documents carefully to make certain they give **you** the cover **you** want.

In return for the payment of **your** premium **we** will provide insurance for **your gadgets** during the **period of cover** as stated in **your Schedule of Insurance**. This policy only covers **your gadgets** when in the care of **you** or a member of **your immediate family**.

Cover under this insurance is subject to the terms, conditions, and limitations shown below or as amended in writing by **us**.

This is an annual policy and cover is only in force if **you** have paid **your** premium to **us**

DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in bold in this policy document.

Accessories – means items such as but not limited to, chargers, protective cases, headphones and hands-free devices, below the value of £150, that are used in conjunction with **your insured gadget** but excludes SIM cards and wearables. **Evidence of ownership** for **accessories** will need to be provided at point of claim.

Accidental Damage - any damage, including damage caused by fire and/or liquid damage, caused to **your gadget** which was not deliberately caused by **you** or any other person.

Accidental loss/accidentally lost - means that the **gadget** has been accidentally left by **you** in a location and **you** are permanently deprived of its use.

Breakdown - the breaking or burning out of any part of **your gadget** whilst in ordinary use arising from internal electronic, electrical or mechanical defects in **your gadget** and which causes a sudden stoppage to **your** ability to use **your gadget** in the way intended by the manufacturer of the **gadget**.

Claims Administrators – Davies Group Ltd

Criteria: We can only insure **gadgets** if **you** are able to provide **Evidence of Ownership**, and if they are:

1. Purchased by **you** as new in the UK, or;
2. Purchased by **you** as refurbished in the UK as long as the refurbished **gadget** was sold with a minimum 12-month warranty, or
3. Meets the above criteria and was gifted to **you** as long as **you** are able to provide a Gift receipt, and;
4. Are not more than 3 years old at the time this policy is initially purchased, and;
5. Are in **your** possession and in good working condition (not accidentally damaged) and;
6. Have not previously been repaired using non-manufacturer parts.

Evidence of ownership - A document to evidence that the **gadget you** are claiming for belongs to **you**. This can be a copy of the till receipt, delivery note, gift receipt or, if the **gadget** is a mobile phone, confirmation from **your** Network Provider that the mobile phone has been used by **you**.

Excess - An amount **you** have to pay towards the cost of a claim under this insurance. **You** have to pay this amount regardless of the circumstances leading to the claim.

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Gadget(s) – the portable electronic **gadget/s** that meet the **Criteria**, are insured by this policy, and shown on **your** Schedule of Insurance.

Gadgets include: Mobile Phones, iPhones, iPads, Tablets, Camera's, Go Pro's, Smartwatches and Laptops.

Home – the permanent residence shown on **your** Schedule of Insurance.

Immediate family – – **your** mother, father, son, daughter, spouse or domestic partner who resides with **you** at **your** Home.

Limit of liability - **Our** liability, in respect of any claims in relation to **your** **gadget(s)**, shall not exceed 2 claims in any 1 year, or the maximum liability as shown on **your** Schedule of Insurance in any 1 year. There is a single article limit depending on the limit of liability you have selected:

- £1,000 limit of liability – single article limit of £1,000
- £1,500 limit of liability – single article limit of £1,500
- £2,500 limit of liability – single article limit of £1,500

Period of cover – A period of twelve months as stated in **your** Schedule of Insurance.

Precautions – all measures that would be deemed appropriate to expect a person to take in circumstances to prevent **accidental loss**, **accidental damage** or **theft** of **your** **gadgets**.

Proof of usage – means evidence that the **gadget** has been in use since policy inception. Where the **gadget** is a mobile phone, this information can be obtained from **your** Network Provider. For other **gadgets**, in the event of an **accidental damage** claim this can be verified when the **gadget** is sent to our repairers for inspection.

Schedule of Insurance - the document provided to **you** following the purchase of this policy by **you** which confirms your chosen level of insurance cover, **your** **period of cover**, and the **limits of liability** under this policy.

Territorial limits - The United Kingdom of Great Britain & Northern Ireland, the Isle of Man and the Channel Islands.

Terrorism - means any act, including but not limited to the use of force or violence of the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purposes, including the intention to influence any government to put the public or any section of the public in fear.

Theft/Stolen - means the unauthorised dishonest appropriation of the **gadget** specified on **your** Schedule of Insurance, by another person with the intention of permanently depriving **you** of it.

Unattended –not within **your** sight at all times or out of **your** arms-length reach when away from **your** home

We, us, our – Astrenska Insurance Limited

You, your, yourself – the person, who is over 18 years old, who owns the **gadget(s)** as stated on the **Schedule of Insurance**.

WHAT WE WILL COVER

A. Accidental Damage / Malicious Damage

We will arrange a repair if **your** **gadget** is damaged as the result of an accident or malicious damage. If **your** **gadget** cannot be economically repaired, it will be replaced.

B. Theft

If **your** **gadget** is **stolen** **we** will replace it. Where only a part or parts of **your** **gadget** have been **stolen**, **we** will only replace that part or those specific parts.

C. Accidental Loss

If **you** accidentally or unintentionally lose **your** mobile phone, iPad, tablet or smartwatch **we** will replace it **Accidental loss** cover is only available on mobile phones, iPads, tablets and smartwatches.

D. Breakdown

If **your** **gadget** suffers electrical **breakdown** which occurs outside of the manufacturers guarantee period, **we** will repair it. If **your** **gadget** cannot be economically repaired, it will be replaced. This cover is not available on laptops.

E. Unauthorised Call/Data Use

If **your** mobile phone is lost or **stolen** and is used fraudulently, and **your** claim is covered by **your** policy, **we** will reimburse **you** for the costs upon receipt of **your** itemised bill up to a maximum value of £2,000 for any one claim. This includes calls, messages, downloads and data made / used from the time it was **accidentally lost** or **stolen** up to a maximum of 24 hours from discovery of the incident.

F. Liquid Damage

If **your** **gadget** is damaged as a result of accidentally coming into contact with any liquid, **we** will repair it. If it cannot be repaired **we** will replace it.

G. Accessories

If **your** claim for **your** **gadget** is approved, **we** will replace any **accessories** that were **accidentally lost**, **stolen** or **accidentally**

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damaged at the same time as **your gadget** up to a maximum value of £150.

If **we** replace **your gadget** with a different make or model and this means that **you** can no longer use **your** existing **accessories**, **we** will replace them too, up to a maximum value of £150.

IMPORTANT: Where **your gadget** is a mobile phone, in the event of a claim **you** will be required to provide **proof of usage** which confirms **your** mobile phone has been in use between policy inception and the incident date.

WHAT WE WILL NOT COVER

Your gadget is not covered for:

1. Theft:

- from any motor vehicle where **you** or someone acting on **your** behalf is not in the vehicle, unless the **gadget** has been concealed in a locked boot, closed glove compartment or other closed internal compartment and all the vehicle's windows and doors have been closed and locked and all security systems have been activated. A copy of the repairer's account for damage in gaining entry to the locked vehicle must be supplied with any claim;

- from any building or premises (including **your home** or workplace) unless the **theft** involves force in gaining entry to or exit from the building or premises, resulting in damage to the building or premises. A copy of the repairer's account for such damage must be supplied with any claim;

- when away from **your home**, or when in **your home** with invited guests / tradesmen or other people; unless the **gadget** is concealed on or about **your** person when not in use, or it is stored in a locked room or secured receptacle (such as a locked safe, locked locker or closed desk drawer);

- where **your gadget** was in the possession of a third party (other than a member of **your immediate family**) at the time of the event giving rise to a claim under this insurance;

- where the **gadget** has been left **unattended** when it is away from **your home**; or

- where all available **precautions** have not been taken to prevent **theft**;

2. Loss or damage caused by:

- **you** deliberately damaging, intentionally leaving or neglecting the **gadget**;

- **you** not following the manufacturer's instructions;

- the use of non-manufacturer approved **accessories**;

3. Repair or other costs for:

- routine servicing, inspection, maintenance or cleaning;

- loss caused by a manufacturer's defect or recall of the **gadget**;

- repairs carried out by persons not authorised by us;

- wear and tear or gradual deterioration of performance;

- cosmetic damage of any kind, including scratches, dents and other visible defects that do not affect safety or performance;

- any claim if the IMEI / serial number has been tampered with in any way.

4. Any kind of damage whatsoever unless the damaged **gadget** is provided for repair.

5. Any loss of a SIM (subscriber identity module) card.

6. Any expense incurred as a result of not being able to use the **gadget**, or any loss other than the repair or replacement costs of the **gadget** unless relating to unauthorised call/data use for **your** mobile phone up to the maximum value of £2,000.

7. The policy **excess** - if **you** make a claim, an **excess** fee applies which must be paid to us before **your** claim can be settled. This **excess** fee varies depending on the value of the **gadget** **you** have insured with us. The fees are set out below:

If **your** claim is for a **gadget** up to the value of £1000 (when new) the **excess** fee is £75 for any claim.

If **your** claim is for a **gadget** over the value of £1000 (when new) the **excess** fee is £125 for any claim.

8. Loss of or damage to **accessories** that were not attached to **your gadget** at the time of the incident.

9. Any claim for a **gadget** where **proof of usage** cannot be provided or evidenced.

10. Any claim for **accidental loss** where the circumstances of the loss cannot be clearly identified, i.e. where **you** are unable to confirm the time and place **you** last had **your gadget**, or any claims for **gadgets accidentally lost in your home**

11. Reconnection costs or subscription fees of any kind.

Please note: if **you** are insuring an item without SIM card capability, all exclusions relating to SIM cards are not applicable.

12. War Risk

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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.

13. Nuclear Risk

Damage or destruction caused by, contributed to or arising from:

- a. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

14. Sonic Boom

Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.

15. Loss of Data or Software

Any loss of or damage to information or data or software contained in or stored on the **gadget** whether arising as a result of a claim paid by this insurance or otherwise.

16. Any indirect loss or damage resulting from the event which caused the claim under this policy.

17. Any liability of whatsoever nature arising from ownership or use of the **gadget**, including any illness or injury resulting from such ownership or use.

18. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.

19. We will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom and/or all other jurisdictions where we transact business

CLAIM SETTLEMENT

1. The intention of this policy is to put **you** back in the same position as immediately prior to the loss or damage. It is not a replacement as new policy. If the **gadget** cannot be replaced with an identical **gadget** 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 **gadget**. All replacements **gadgets** come with a full 12-month warranty. **We** cannot guarantee

that the replacement **gadget** will be the same colour as the original item.

2. Repairs will be carried out using readily available parts. Where possible **we** will use Original parts but in some cases, unbranded parts may be used. In the event that any repairs authorised by us under this policy invalidate **your** manufacturer's warranty, **we** will repair or replace **your gadget** for the remaining period of **your** manufacturer's warranty in line with **your** manufacturer's warranty terms and conditions.

3. In the event of a valid claim resulting in the replacement of the **gadget**, this policy will automatically cover the replacement **gadget**.

4. All blocks must be removed from **your gadget** before being sent for repair. This includes any personal pin locks or operator specific security blocks, including Find My iPhone. Failure to do so will result in **your** claim being delayed, and/or, **your gadget** being returned to **you**.

CONDITIONS AND LIMITATIONS

1. Unless **we** have agreed differently with **you**, English law and the decisions of English courts will govern this insurance.

2. This insurance only covers **gadgets** bought in the countries within the **territorial limits** of the policy. Cover applies throughout the **territorial limits** of the policy and is also automatically extended to include use of the **gadgets** anywhere in the world for any trip, and is subject to any repairs being carried out in the UK by repairers approved by us. No cover is provided for claims where **you** are travelling to a country where the Foreign Commonwealth and Development Office (FCDO) have advised against all but essential travel. **You** can check the FCDO travel advice at www.fco.gov.uk.

3. The **gadget(s)** must not be more than 3 years old on policy inception, must be purchased in the UK as new, or if refurbished, purchased with a minimum 12 months warranty, and **you** must be able to provide **evidence of ownership** when it is requested. **Evidence of ownership** should include the make, model and IMEI/serial number of the **gadget** and must be in **your** name or, **you** must be in possession of a gift receipt.

4. **You** must provide us with any receipts, documents or **evidence of ownership**, that it is reasonable for us to request.

5. **You** cannot transfer the insurance to someone else without **our** written permission.

6. **You** must take all available **precautions** to prevent any loss or damage.

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7. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

8. This policy is linked to your motor / home insurance policy that you purchased at the same time as this policy. Cover is only in place if your motor / home insurance policy remains in force.

CANCELLATION

Your right to change your mind (withdrawal period)

You may cancel the insurance, without giving reason, by providing us notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents if **you** are a new customer or 14 days from the renewal date if **you** are an existing customer.

On receipt of **your** written notice of cancellation **you** will receive a full refund of all premium paid provided that no claim has been paid by us and **you** do not intend to make a claim under this insurance.

If a claim has been made by **you** **we** will not refund any premium.

If **you** do not exercise **your** right to cancel during the 14 day period, **your** policy will continue as normal.

Cancellation by **you** after the withdrawal period

If **you** wish to cancel **your** insurance after the initial 14 day withdrawal period **you** can do so by contacting your insurance intermediary.

A refund for the unexpired portion of the premium will be given. If a claim has been submitted or there has been any incident likely to give rise to a claim during the period of cover, no refund for the unexpired portion of the premium will be given.

Cancellation by **us**

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:

- A. Where **we** reasonably suspect fraud
- B. Non-payment of premium
- C. Threatening and abusive behavior
- D. Non-compliance with policy terms and conditions

- E. **You** have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **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, which may result in **your** policy being cancelled from the date you originally took it out.

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, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

CLAIMS PROCEDURE

You can register a new claim by visiting <https://bastion.davies-group.com/>. You will need your policy number at hand to register the claim.

1. **You** must:

- notify the **claim administrators** as soon as possible but ideally within 48 hours of the discovery of any incident likely to give rise to a claim under this insurance. If the incident happened outside of the UK, please notify the **claim administrators** within 48 hours of **your** return to the UK.
- report the **theft** or **accidental loss** of any **gadget**, within 24 hours of discovery to **your** Airtime Provider and blacklist **your** handset;
- report the **theft** or loss of any **gadgets** to the Police within 48 hours of discovery and obtain a crime reference number in support of a **theft** claim and a lost property number in support of an **accidental loss** claim;

Please note any delay in reporting an incident to the **claim administrators**, **your** Airtime Provider or the Police may invalidate **your** right to claim under the policy.

- provide **us** with details of the claim and any other contract, guarantee, warranty or insurance that may apply to the loss including but not limited to household insurance. Where appropriate a rateable proportion of the claim may be recovered direct from these Insurers; and
- return **your** completed claim form and **evidence of ownership** to the **claim administrators** within 30 days of the incident date along with any other requested information.

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2. If **we** replace **your gadget(s)** the damaged or lost item becomes **our** property. If it is returned or found **you** must notify **us** and send it to **us** if **we** ask **you** to.

3. There is a policy **excess** for all claims which must be paid before **your** claim can be approved.:

If **your** claim is for a **gadget** up to the value of £1000 (when new) the **excess** fee is £75 for any claim.

If **your** claim is for a **gadget** over the value of £1000 (when new) the **excess** fee is £125 for any claim.

This policy is administered by Bastion Insurance Services Ltd, on behalf of Astrenska Insurance Limited.

Please address all claims correspondence to the **Claims Administrators**:

To help us improve **our** service **we** may record or monitor telephone calls.

WARNING

If **you** or anyone acting on **your** behalf knowingly commits a fraudulent act, submits a fraudulent document, makes a fraudulent statement, or exaggerates any claim made under this insurance, **we** will not pay the claim. Cover under this insurance ceases immediately, and **you** will not be entitled to any refund of premium.

We will process **your** claim under the terms and conditions of this insurance based on the first reason notified to us for the claim. If **your** claim is not covered and **you** then submit a claim having changed the circumstances of the loss or damage **we** consider this as fraud. Details of all such cases will be passed to appropriate agencies for action.

CONSUMER INSURANCE ACT

You are required to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct to the best of **your** ability. **You** must tell us of any changes to the answers **you** have given as soon as possible.

Under the Consumer Insurance (Disclosure and Representations) Act 2012 **your** failure to take reasonable care to avoid misrepresentation in relation to the information provided (including subsequent changes to any such information) could result in **your** policy being cancelled or **your** claim being rejected or not fully paid.

COMPLAINTS

Complaints regarding:

SALE OF THE POLICY

Please contact your insurance intermediary, who arranged this insurance on **your** behalf.

Complaints regarding:

CLAIMS / SERVICE

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should in the first instance contact The Customer Services Director. The contact details are:

Claims Administrators

Customer Relations,
Davies Group,
Unit 8, Caxton Road,
Fulwood,
Preston
PR2 9NZ

Email: gadgetcomplaints@davies-group.com

Telephone: 0345 074 4810

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

The **claim administrators** will make every effort to resolve **your** complaint immediately. If they cannot resolve **your** complaint by the end of the next working day they will acknowledge **your** complaint within 3 days of receipt and will do their best to resolve the problem within four weeks by sending **you** a final response letter.

If they are unable to resolve **your** complaint in this time they will write to advise **you** of progress and will endeavour to resolve **your** complaint within the following eight weeks.

If **you** are still dissatisfied after receiving their final response letter **you** may refer **your** complaint to the Financial Ombudsman Service at the following address:

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

www.financial-ombudsman.org.uk

You have the right to refer **your** complaint to the Financial Ombudsman, free of charge within six months of the date of **your** final response letter. Whilst **we** and **our** UK service providers are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure above does not affect **your** right to take legal action.

COMPENSATION SCHEME

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The Financial Services Compensation Scheme covers this policy. You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

DATA PROTECTION

How we use the information about you

As your insurer and a data controller, we collect and process information about you so that we can provide you with the products and services you have requested. We also receive personal information from your agent on a regular basis while your policy is still live. This will include your name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to you;
- issue you this insurance policy;
- deal with any claims or requests for assistance that you may have
- service your policy (including claims and policy administration, payments and other transactions); and, detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled or treated as if it never existed;
- protect our legitimate interests

In order to administer your policy and deal with any claims, your information may be shared with trusted third parties. This will include members of The Collinson Group, Right Choice Insurance Brokers, Bastion Insurance Services Ltd, Davies Group Ltd, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. We will have strict contractual terms in place to make sure that your information remains safe and secure.

We will not share your information with anyone else unless you agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information we have collected from you will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies and databases, and your data protection rights, can be found by visiting www.cifas.org.uk/fpn and www.insurancefraudbureau.org/privacy-policy

Processing your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that you have with us;
- is in the public or your vital interest: or
- for our legitimate business interests.

If we are not able to rely on the above, we will ask for your consent to process your data.

How we store and protect your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process your personal information during the period of insurance and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that you have given us.

How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please contact us by email or letter as shown below:

Email address: data.protection@collinsongroup.com

Postal Address: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service, or refuse to give you this information if your request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

If you wish to make a complaint about the use of your personal information, please contact our Complaints manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>