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insurance brokers

Your gadget insurance



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Brokersure Gadget Policy Wording

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GADGET INSURANCE

This insurance is arranged and administered by Bastion Insurance Services Ltd on behalf of Brokersure Ltd and underwritten by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website

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 during their trip** against **theft, accidental damage, breakdown and 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, what items are covered, 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 your **trip**, 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**.

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. Cover is only in place for **accessories** purchased in the UK

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.

Accommodation **your** hotel, resort, or other main residence where **you** are staying during **your trip**

Claims Administrators – Davies Group Limited.

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,
3. Gifted to **you** as long it meets the above criteria, and **you** are able to provide a UK Gift receipt, and;
4. Are not more than 6 years old (18 months for laptops) 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, UK 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.

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. Please note we do not provide cover for drones.

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Immediate family – your mother, father, son, daughter, spouse, domestic partner, or other family member who resides with you at your home.

Limit of liability – The maximum we will pay in respect of any one claim in relation to your gadget, will be limited to the replacement cost of each gadget being claimed for and, in any event, shall not exceed the maximum value of cover as shown on 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, such as keeping the gadget concealed when you are in a public place and the gadget is not in use.

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 includes the details of your gadget and which confirms your chosen level of insurance cover, your period of cover, the maximum sums payable under this policy and the excess payable.

Trip – means a trip you make that is outside of United Kingdom, and that occurs within the dates on your schedule of insurance.

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.

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

We, us, our – shall mean UK Branch of Inter Partner Assistance

You, your, yourself – the person who owns the gadget(s) as stated on the Schedule of Insurance and is a permanent resident in the United Kingdom.

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 whilst on your trip. If your gadget cannot be economically repaired, it will be replaced.

B. Theft

If your gadget is stolen whilst on your trip, 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 gadget whilst on your trip, we will replace it.

D. Breakdown

If your gadget suffers electrical breakdown whilst on your trip, 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 whilst on your trip 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 £10,000 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 whilst on your trip, 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 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.

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 receipt for any repairs made following the damage

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caused in gaining entry to the locked vehicle must be supplied with any claim;

- from any unattended building or premises (including **your accommodation**) 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 receipt for any repairs made for such damage must be supplied with any claim;
- when away from **your accommodation**, or when in **your accommodation** with invited guests 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 accommodation** (including being in luggage during transit); or
- where all available **precautions** have not been taken to prevent **theft**;

2. Loss or damage caused by:

- **you** deliberately damaging 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;
- liquid damage to **your gadget** where the event causing the need to claim involved **you** taking **your gadgets** on a boat, other water vessels, or whilst taking part in water activities.
- 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;

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 £10,000.

7. The policy **excess** - if **you** make a claim, an **excess** fee of £75 applies which must be paid to us before **your** claim can be settled.

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**.

11. Any claim for any **gadget** that was purchased as second hand or used, that is not a refurbished **gadget**, sold with a minimum 12 month warranty

11. Reconnection costs or subscription fees of any kind.

12. War Risk

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.

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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.

20. Any claim for any **gadget** which does not meet the **criteria**.

21. Any claim over and above the **limit of liability**.

22. Any **gadgets** whilst in postal transit.

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**. **We** cannot guarantee that the replacement **gadget** will be the same colour as the original item.

2. Repairs will take place on **your** return to the UK and 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 UK. Cover automatically extends to include use of the **gadgets** anywhere in the world for **your 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.gov.uk/foreign-travel-advice.

3. The **gadget(s)** must not be more than 6 years old (18 months if the **gadget** is a laptop), must be purchased in the UK as new, or if refurbished, purchased with a minimum warranty period of 12 months (which **you** may need to evidence), 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 UK gift receipt.

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

5. This insurance may only be altered, varied or its conditions altered or premium changed by us giving **you** 30 days' notice in writing.

6. **You** cannot transfer the insurance to someone else or to cover any other **gadget(s)** without **our** written permission.

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

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

CANCELLATION

Your right to change your mind (withdrawal period)

You may cancel the insurance, without giving reason, by sending us written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents.

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 writing to:

Brokersure Ltd
Digital House
Threshelfords Business Park
Feering, Colchester
Essex
CO5 9SE

or by telephoning 0330 880 3605 or by emailing enquiries@brokersure.com

If **your trip** has already started, or if a claim has been made by **you** **we** will not refund any premium. If **your trip** has not yet started, **we** will refund 50% of **your** premium.

If **you** have an annual multi trip policy, **you** will receive a pro rata refund for the unused months, up to a maximum of 50% of the premiums paid.

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CLAIMS PROCEDURE

1. You must:

- notify the **claim administrators** on 0345 0744828 or by emailing gadgetclaims@davies-group.com. as soon as possible but ideally within 48 hours of **your** return to the UK; alternatively, **you** can log **your** claim on **our** online portal - <https://bastion.davies-group.com/>

- 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

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** of £75 for all claims which must be paid before **your** claim can be approved.

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

Davies Group,
Unit 8
Fulwood Business Park
Caxton Road
Preston
PR2 9NZ

Email - gadgetclaims@davies-group.com

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

WARNING

If **you** or anyone acting on **your** behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate any claim made under this insurance, **we** will not pay the claim and cover under this and all other insurances currently in force with us with which **you** are connected will cease immediately. **You** will not be entitled to any refund of premium under any policy.

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. **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

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

Davies Group,
Unit 8
Fulwood Business Park
Caxton Road
Preston
PR2 9NZ
Email: gadgetcomplaints@davies-group.com
Telephone: **0345 074 4788**
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 5 days of receipt and will do their best to resolve the problem within four weeks by sending **you** a final response letter.

If **your** complaint does not relate to a claim, **you** can contact us by either writing to us at:

Brokersure Ltd
Digital House
Threshelfords Business Park
Feering, Colchester
Essex
CO5 9SE

or by telephoning 0330 880 3605 or by emailing enquiries@brokersure.com

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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 four 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 of referral 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

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

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notice (see below).

We collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in our legitimate interests in managing **our** business and providing our products and services.

These activities may include:

- a. use of sensitive information about **you**, in order to evaluate **your** claim and provide other services as described in this policy,
- b. disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with an insurance **gadget** cover claims service, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;

- d. obtaining and storing any relevant and appropriate evidence of the condition of the property subject of the **gadget** claim, which **you** have provided for the purpose of validating **your** claim; and
- e. sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK and both within and outside of the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, as described above. If **you** provide us with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

You are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in our website privacy notice – see below). Please let us know if **you** think any information we hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to **our** use of your data, please write to us at:

Data Protection Officer, The Quadrangle, 106-118 Station Road, Redhill, RH1 1PR

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy notice is available at: www.axa-assistance.co.uk. Alternatively, a hard copy is available from **us** on request.

BrokerSure
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Claims enquiries 0345 074 4828
Sales and enquiries 0330 880 3605



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Brokersure Ltd are authorised and regulated by
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