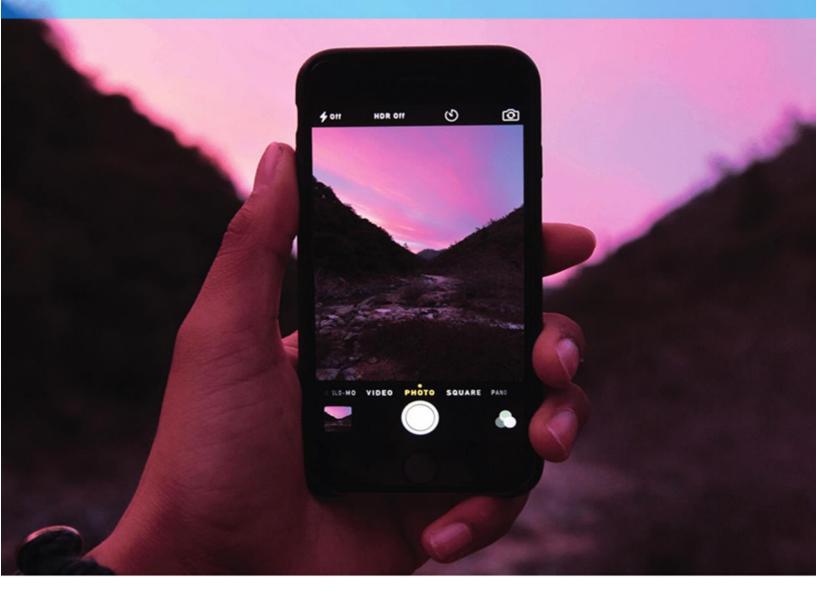
# BrokerSure insurance brokers

# Your gadget insurance







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#### **GADGET INSURANCE**

This insurance is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846.Registered in England number 01708613. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk

Bastion Insurance Services Ltd are authorised and regulated by the Financial Conduct Authority in the UK under the registration number 650727. 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 if 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 gadget(s) during their trip against theft, accidental damage, breakdown and accidental loss.

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

#### **INTRODUCTION**

It's important that **you** read this wording and **your schedule of Insurance** to make sure that everything **you've** told **us** is correct. Please read this policy carefully so that **you** understand the cover **we** are giving **you**. You must follow the terms and conditions set out in this policy wording. It's important that **you** keep this policy wording and **your schedule of insurance** in a safe place in case **you** need to look at them later.

#### **CONSUMER INSURANCE ACT**

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a. Supply accurate and complete answers to all the questions **we** may ask as part of **your** application for cover under the policy.
- b. To make sure that all information supplied as part of **your** application for cover is true and correct.
- c. Tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

#### DEFINITIONS

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

Accessories – Additional items, purchased in the UK and valued at £150 or below, that come with **your gadget**, such as chargers, carrying cases, headphones, hands-free mounting kits and USB cables. SIM cards and wearables are not covered. Cover is only in place for accessories purchased in the UK. Evidence of ownership for accessories will need to be provided at point of claim.

Accidental damage/accidentally damaged – Any unintentional and unexpected damage that happens to your gadget.

Accidental loss/accidentally lost - 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.

**Breakdown** – A sudden mechanical or electrical failure of **your gadget**, resulting in it stopping working as it should.

Claims Administrators - Davies Group..

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

- 1. Purchased or leased by you as new in the UK, or;
- Purchased by you as refurbished in the UK as long as the refurbished gadget was sold with a minimum 12-month warranty and this stated on your evidence of ownership (which you will be required to provide evidence of);
- 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;
- 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**.

The **evidence of ownership** should include the make, model and IMEI / serial number of the **gadget** and must be in **your** name, unless **you** are in possession of a UK gift receipt.

**Excess** –The amount **you** must pay for each claim you make under this policy, as detailed on **your schedule of insurance.**.

Gadget(s) – means the portable electronic gadget/s owned by you, the replacement value of which must not exceed the maximum value of cover shown in your Schedule of Insurance that meet the Criteria, are insured by this policy, and shown on your Schedule of **Insurance**. **Gadgets** include: Laptops, Mobile Phones, Smart Phones, iPhones, iPads, Tablets, E-Readers, MP3 Players, CD/DVD players, Head/Ear Phones/Ear Buds, Bluetooth Headsets, Satellite Navigation Devices, PDA's, Handheld Games, Games Consoles, Camera's, Camera Lenses, Video Camera's, Go Pro's and Smartwatches or Health and Fitness Tracker but excluding drones and wearables.

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. This 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** - Evidence that the **gadget** has been in use since the policy started. Where the **gadget** is a mobile phone, **you** can get this 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 separate document we send you that includes details about you and what you are covered for..

**Single article limit** - The maximum amount that we will pay out for a single gadget that is damaged, lost, or stolen.

**Trip** - Any holiday or pleasure or business trip within the area of travel shown in **your** policy certificate. It must begin and end at **your** home area during the period of insurance. It does not include one-way trips. It must be during the dates on **your** certificate.

**Terrorism** - The use or threat of serious violence to advance some kind of cause..

**Theft/Stolen:** 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** armslength reach when away from **your accommodation**.

We, us, our - Collinson Insurance.

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 £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 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:
  - If the theft occurs from a motor vehicle where neither you nor someone acting on your behalf is present, unless the gadget was concealed in a locked boot, glove compartment, or other

locked internal compartment, with all the vehicle's windows, doors, and security systems closed, locked, and activated.. A copy of the receipt for any repairs made following the damage caused in gaining entry to the locked vehicle must be supplied with any claim;

- If the theft occurs 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 place (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 £2,000.

- 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 or connected 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**.
- 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
- 12. Reconnection costs or subscription fees of any kind.
- 13. 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.

14. Nuclear Risk:

Any direct or indirect consequence of irradiation, contamination by nuclear material, or the properties of any radioactive matter or device.

15. Sonic Boom:

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

16. 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.

- 17. Any indirect loss or damage resulting from the event which caused the claim under this policy.
- Any liability of whatsoever nature arising from ownership or use of the gadget, including any illness or injury resulting from such ownership or use.
- 19. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.
- 20. We will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction.
- 21. Any claim for any gadget which does not meet the criteria.
- 22. Any claim over and above the limit of liability.

- 23. Any claim for loss or damage to **your gadget** whilst in transit with a third party, such as a courier or the postal service.
- 24. Any claim over the **single article limit** based on the level of **your** cover. If **you** have bronze cover, the **single article limit** is £1,000, for silver and gold cover, the **single article limit** is £1,500.

#### **CLAIM SETTLEMENT**

- 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 terms and conditions. Please note that for mobile phones or other small gadgets, the cost of posting your gadget will be borne by you.
- 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.
- 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.

- You must provide us with any receipts, documents or evidence of ownership, that it is reasonable for us to request.
- This insurance may only be altered, varied or its conditions altered or premium changed by us giving you 30 days' notice in writing.
- You cannot transfer the insurance to someone else or to cover any other gadget(s) without our written permission.
- 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 <u>enquiries@brokersure.com</u>.

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.

#### **CLAIMS PROCEDURE**

#### 1. You must:

 notify the claim administrators on 0345 074 4828 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 - <u>bastion.davies-group.com/</u>

- 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.
- 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.

#### FRAUD

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 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.

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.

#### **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 respond to **your** complaint within four weeks of receiving it. **Our** response will be **our** final decision based on the information provided. If there's a delay in **our** investigations, **we'll** explain the reason and give **you** an estimated timeframe for reaching a decision.

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 <u>enquiries@brokersure.com</u>

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, for any reason, **you** are still dissatisfied after receiving their final response letter within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

Financial Ombudsman Service Exchange Tower, 1 Harbour Exchange Square, London E14 9SR

Tel: 0800 023 4567 - from UK landline Tel: 0300 123 9123 - from UK mobile

Email: <u>complaint.info@financial-ombudsman.org.uk</u> Website: <u>www.financial-ombudsman.org.uk</u>

#### **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**

#### 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, Bastion Insurance Services Ltd, Davies Group, 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. Wherever possible, **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 <u>www.cifas.org.uk/fpn</u> and <u>www.insurancefraudbureau.org/privacy-policy</u>.

#### 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: 5th floor, 3 More London Riverside, London, SE1 2AQ

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.

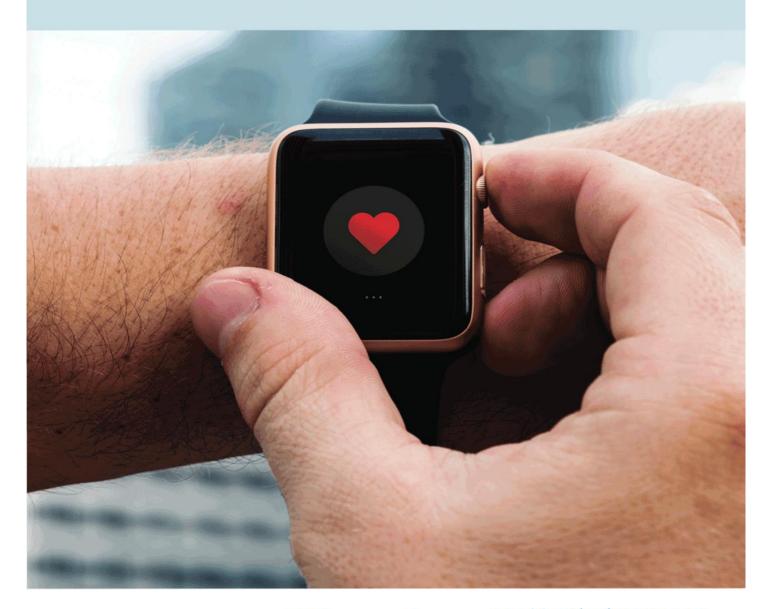
We want to make sure that **your** personal information is accurate and up to date. **You** may ask **us** to correct or remove information **you** think is inaccurate.

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 ico.org.uk/.

## BrokerSure insurance brokers

Claims enquiries 0345 074 4828 Sales and enquiries 0330 880 3605







Brokersure Ltd are authorised and regulated by the Financial Conduct Authority FCA No. 501719

BASTGAD2024 V1 0224

enquiries@brokersure.com

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