



Gadget Insurance

Policy Document

Please contact us by email at admin@covercloud.co.uk or by phone on 0345 812 0030 if you need any documents to be made available in braille and/or large print and/or in audio format.

This insurance is arranged and administered by Acumen Insurance Services Ltd with Bastion Insurance Services 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.

CoverCloud is a trading name of Acumen Insurance Services Ltd who is an Appointed Representative of Maintenance Assist Ltd. Maintenance Assist Ltd, and Bastion Insurance Services Ltd 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 some or all of the following perils; **theft, accidental damage, breakdown**, and additionally for mobile phones, smartphones, tablets and smartwatches, **accidental loss**.

Please note that laptops cannot be insured 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, what items are covered, what level of cover applies to **your** insurance, and what **excess** applies to **your** claims. 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 that can be paid monthly or annually. If **you** pay annually then **you** will have paid for the full annual premium at point of sale. If **you** pay monthly, **your** premium will be charged monthly for a minimum term of 12 months.

Automatic renewal of your policy

We will provide **you** with at least 30 days prior notification before the annual renewal date of **your** policy and **we** will tell **you** then if there are any changes to **your** premium. To ensure continuation of cover, **we** will then renew your policy unless **you** advise **us** otherwise.

If **we** are unable to automatically process **your** renewal **we** will contact **you** before **your** renewal date and invite **you** to renew **your** policy via an alternative channel.

Your renewal premium will be taken by the same method used during **your** initial purchase. If **you** do not want to auto renew **your** policy, simply follow the instruction in **your** renewal notification. If **you** do nothing, then this policy will automatically renew for a further period of 12 months.

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. Only accessories purchased in the UK will be eligible for this cover. **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 Limited

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

1. Purchased as new in the **territorial limits**, Republic of Ireland or USA, 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. A refurbished **gadget** provided to **you** as an insurance claim replacement, or;
4. Meets the **criteria** above and was gifted to **you** as long as **you** are able to provide a UK **gift receipt**, and;
5. Are not more than 1 year old at the time this policy is initially purchased (this does not apply to a policy renewal), and;
6. Are in **your** possession and in good working condition (not accidentally damaged) and;
7. 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. This policy is not suitable for drones.

Gift Receipt – A receipt issued by the original supplier of the **gadget** to evidence that the **gadget** was purchased for **you** as a gift.

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

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

Limit of liability – **Our** liability, 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**.

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**, such as keeping the gadget concealed when not in use when **you** are in a public place.

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.

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 – shall mean UK Branch of Inter Partner Assistance.

You, your, yourself – the person, who is over 18 years old, who owns/uses the **gadget(s)** as stated on the **Schedule of Insurance**, and who is a permanent resident of 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. If **your gadget** cannot be economically repaired, it will be replaced.

B. Theft

If **you** selected the option to pay an additional premium and insure **your gadget** for **theft**, then if it 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. If **you** have this benefit, it will be listed on **your Schedule of Insurance**.

C. Accidental Loss

If **you** selected the option to pay an additional premium and insure **your gadget** for **accidental loss** then if **you** accidentally or unintentionally lose **your gadget** **we** will replace it. If **you** have cover for **accidental loss** this will be stated within **your Schedule of Insurance**.

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. If **you** have this benefit, it will be listed on **your Schedule of Insurance**.

E. Unauthorised Call/Data Use

If **your** mobile phone is **accidentally lost** or **stolen** and is used fraudulently, and **you** selected the option to pay an additional premium to insure **your gadget** against **theft** and/or **accidental loss**, if **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, **we** will repair it. If it cannot be repaired **we** will replace it. If **you** have this benefit, it will be listed on **your Schedule of Insurance**.

G. Accessories

If **your** claim for **your gadget** is approved, **we** will replace any **accessories** that were **stolen** or accidentally damaged at the same time as **your gadget** up to a maximum value of £150. If **you** paid an additional premium to cover for **accidental loss**, then **your accessories** will also be covered if **accidentally lost** at the same time as **your gadget**. If **you** have **accidental loss** cover, this will be listed on **your Schedule of Insurance**.

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 receipt for any repairs made following damage in gaining entry to the locked vehicle must be supplied with any claim;
 - from any **unattended** 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 receipt for any repairs made following damage in gaining entry 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 £10,000.
7. The policy **excess** which can be found in **your Schedule of Insurance**. If **you** make a claim, an **excess** fee applies which must be paid to **us** before **your** claim can be settled.
8. If **you** make a claim within the first 30 days an additional excess of £50.00 will be payable. Please refer to **your schedule of insurance** for the total **excess** payable.
9. Loss of or damage to **accessories** that were not attached to **your gadget** at the time of the incident.
10. Any claim for a **gadget** where **proof of usage** cannot be provided or evidenced.
11. 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**.
12. Any **gadget** that was purchased as second hand or used, that is not a refurbished device that was sold with a minimum 12 months warranty.
13. Any loss or damage to your **gadget** whilst in transit.
14. Reconnection costs or subscription fees of any kind.
15. Please note: if **you** are insuring an item without SIM card capability, all exclusions relating to SIM cards are not applicable.
16. **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.
17. 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.
18. Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
19. 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.
20. Any indirect loss or damage resulting from the event which caused the claim under this policy.
21. Any liability of whatsoever nature arising from ownership or use of the **gadget**, including any illness or injury resulting from such ownership or use.
22. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.
23. Any loss where **your** bank account/credit card details stored on **your gadget** are used to purchase goods or withdraw funds.
24. **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 or United States of America.

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 replacement **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, Republic of Ireland or USA. Cover applies throughout the **territorial limits** of the policy and is 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 & 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 1 year old when the policy is initially purchased (this does not apply to a policy renewal), must be purchased within the **territorial limits** of the policy, Republic of Ireland or USA as new, or if refurbished, purchased in the UK with a full 12 month 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** which includes the same.
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.
9. If the monthly premium payment is cancelled by **you** or collection of premium is unsuccessful at any given point, then **we** will write to **you** giving 30 days' notice of cancellation (see Cancellation section below) and any outstanding premium for the cover received will become due, unless the situation is rectified when **we** next attempt to collect payment.

CANCELLATION

Your right to change your mind (withdrawal period)

You may cancel the insurance, without giving reason, 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** 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.

If **you** cancel **your** monthly payment this does not mean that **you** have cancelled **your** policy.

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 using the online contact form which can be found at www.covercloud.co.uk/contact-us, or by emailing admin@covercloud.co.uk.

If **you** pay **your** premium monthly, **your** policy will be cancelled at the next monthly anniversary of the date **your** policy commenced. There will be no refund of premium due as the premium paid will have only been in respect of the cover already received.

If a claim has been made by **you** **we** will not refund any premium and **you** must still pay **us** the remaining annual premium. If **you** cancel **your** monthly payment this does not mean that **you** have cancelled **your** policy.

If **you** pay **your** insurance premium annually and providing no claim has been made and **you** do not intend to make a claim under this insurance **you** will receive a proportionate refund of premium based on the unused **period of cover** under the policy. Policy cover will cease from the date **we** receive **your** cancellation instructions or from a later date at **your** request.

If a claim has been made under this insurance, **we** will cancel **your** cover but not refund any premium. Please note that there is an administration fee for early cancellations of £15.

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 confirmation email will be sent to **you**.

Valid reasons may include but are not limited to:

- A. Where **we** reasonably suspect fraud
- B. Non-payment of premium
- C. Threatening and abusive behaviour
- 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

If **you** need to make a claim, please log into **your** online account at <https://www.covercloud.co.uk/mypolicy> and select 'Making a Claim'.

This will provide **you** with step by step instructions on how to submit **your** claim and details of the information required.

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.

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.

Policy excess

There is a policy **excess** for all claims which must be paid before **your** claim can be approved. The **excess** amount you selected is shown in **your Schedule of Insurance**.

If your claim is for **theft** or **accidental loss**, the **excess** fee is double **your** selected amount.

If **you** make a claim within the first 30 days of taking out a new policy, there will be an additional £50 **excess**

fee due. This additional **excess** fee only applies to new policies, not policy renewals.

Excess Type	Selected	Claims within first 30 days of cover
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Excess Selected: £50		
Accidental Damage or Extended Warranty Excess fee	£50	£100
Theft or Accidental Loss Excess fee	£100	£150

Excess Selected: £75		
Accidental Damage or Extended Warranty Excess fee	£75	£125
Theft or Accidental Loss Excess fee	£150	£200

Excess Selected: £100		
Accidental Damage or Extended Warranty Excess fee	£100	£150
Theft or Accidental Loss Excess fee	£200	£250

Excess Selected: £125		
Accidental Damage or Extended Warranty Excess fee	£125	£175
Theft or Accidental Loss Excess fee	£250	£300

Excess Selected: £150		
Accidental Damage or Extended Warranty Excess fee	£150	£200
Theft or Accidental Loss Excess fee	£300	£350

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

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. **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.

YOUR RESPONSIBILITIES

You must take reasonable care to:

- a. supply accurate and complete answers to all the questions **your** (administrator / agent) 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 **your** (administrator / agent) 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 **your** (administrator / agent) 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 **your** (administrator / agent) is inaccurate or has changed, **you** must inform them as soon as possible.

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

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 follow the Complaints Procedure below:

COMPLAINTS REGARDING:

SALE OF THE POLICY

Please contact **Your** administrator / agent who arranged the Insurance on **Your** behalf.

CLAIMS

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 Complaints Manager.

The contact details are:

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

Email: gadgetcomplaints@davies-group.com
Tel: 0345 074 4788

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

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 €2million and fewer than ten employees. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR

Tel: 0300 123 9 123

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

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Citizens Advice Bureau.

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.