

ONECALL DEVICE INSURANCE – Accidental Damage

This insurance is arranged and administered by 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.

Bastion Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority, registration number 650727. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register Bastion Insurance Services Ltd is registered in England & Wales No: 08536306.

IMPORTANT INFORMATION

This product has been supplied as part of your employer's Salary Sacrifice Programme.

Your device must meet the **criteria**, be in good condition and full working order prior to taking out this policy. You must check the device for damage on arrival as this policy does not cover damage prior to your receipt of a new un-damaged product.

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 the serial numbers match your device.

This insurance is provided free as part of the **Salary Sacrifice Programme** arranged via **your** employer. This policy wording and **your Schedule of insurance** is evidence of a contract of insurance and will only become effective when **we** have received details of **your device** from **your** employer. This policy is not valid without the schedule of insurance which includes the unique details of the device insured. Provided **your** premium is paid through a **Salary Sacrifice Programme** arranged by **your** employer and **you** adhere to the terms and conditions of **your** policy, **we** will provide insurance for **your devices** during the **period of cover** as stated in **your**

Schedule of Insurance. This policy only covers **your devices** 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.

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

Claims Administrators – Davies Group Limited.

Criteria: **We** can only insure **devices** that have been notified by your employer as being supplied to you.

Device – The Laptop or Desktop computer with accessories, iPad or Tablet, or Games Console supplied to **you** by **your** employer through a salary sacrifice scheme and as stated on the **Schedule of Insurance**.

Evidence of ownership – A document to evidence that the **device** **you** are claiming for belongs to **you**. This will have been provided by your employer at the beginning of the salary sacrifice scheme

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. The amount of **Excess**, per claim incident, that **you** have to pay is detailed on **Your** Schedule of Insurance.

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

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

Limit of liability - The liability of the Insurer in respect of any one claim will be the replacement cost of the device and in any event shall not exceed a total claim cost equivalent to the value of the device. Subject to no more than two valid claims per year.

Period of cover –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 damage** of **your device/s**, such as keeping **your devices** concealed when not in use when **you're** in public place.

Salary Sacrifice Programme – means the inclusion of employee benefits in an employee’s remuneration package in exchange for giving up part of their monetary salary.

Schedule of Insurance - the document provided to **you** following the purchase of a **Device** by **you** using **your** employer’s Salary Sacrifice Programme which includes the details of **your device** and which confirms also the mandatory 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.

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

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

WHAT WE WILL COVER

A. Accidental Damage

We will arrange a repair if **your device** is damaged as the result of an accident. If **your device** cannot be economically repaired, it will be replaced. Please refer to the Claim Settlement section of this insurance document to understand how we will deal with replacements under this insurance.

B. Liquid Damage

If **your device** 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. Please refer to the Claim Settlement section of this insurance document to understand how we will deal with replacements under this insurance.

WHAT WE WILL NOT COVER

Your device is not covered for:

1. Theft of any device
2. Accidental Loss of any device
3. Damage caused by:

- you deliberately damaging, intentionally leaving or neglecting the **device**;
 - **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 **device**;
 - 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.
 - any claims for **breakdown**.

4. Any kind of damage whatsoever unless the damaged **device** is provided for repair.
5. Any expense incurred as a result of not being able to use the **device**, or any loss other than the repair or replacement costs of the **device**.
6. The policy **excess** of £75 for any claim which must be paid before your claim can be approved.
7. Loss of or damage to **accessories** that were not attached to **your device** at the time of the incident.
8. Reconnection costs or subscription fees of any kind.
9. Any damage to **your device** whilst in transit.
10. 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.

11. 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.

12. Sonic Boom

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

13. Loss of Data or Software

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

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

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

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

17. Any loss where **your** bank account/credit card details stored on **your device** are used to purchase goods or withdraw funds.

18. 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 damage. It is not a replacement as new policy. If the **device** cannot be replaced with an identical **device** 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 **device**. **We** cannot guarantee that the replacement **device** 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 device** 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 **device**, this policy will automatically cover the replacement **device**.

4. All blocks must be removed from **your device** 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 device** 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 **devices** bought in the countries within the **territorial limits** of the policy. Cover applies throughout the **territorial limits** of the policy and is also automatically extended to include use of the **devices** 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.fco.gov.uk.

3. The **device(s)**, on policy inception, must have been purchased, as new, using your employer's **Salary Sacrifice Programme**, 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 **device** and must be in **your** name.

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 **device(s)** without **our** written permission.

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

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

CANCELLATION

You cannot cancel this contract as it is provided through a **Salary Sacrifice Programme** arranged by **your** employer. If **your** policy is

cancelled no refund of premium will be made as **you** have not paid for this insurance. **We** may cancel this **Schedule of Insurance** by sending 14 days' notice by recorded delivery to **you** at **your** last known address, or **your** registered email address. If **we** do cancel this Schedule of Insurance no refund will be given as **you** have not paid for this insurance.

Cancellation by us

We shall not be bound to accept renewal of any insurance and may at any time cancel any schedule of insurance by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address.

Valid reasons may include but are not limited to:

- A. Where **we** reasonably suspect fraud
- B. Non-payment of premium by the nominated provider of your employer's Salary Sacrifice Programme
- C. Threatening and abusive behavior
- D. Non-compliance with policy terms and conditions
- E. **You** have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date you originally took it out.

If we cancel the policy and/or any additional cover, there will be no refund of premiums

CLAIMS PROCEDURE

1. **You** must:

- notify the **claim administrators** as soon as possible but ideally within 48 hours of the discovery of any incident likely to give rise to a claim under this insurance. If the incident happened outside of the UK, please notify the **claim administrators** within 48 hours of **your** return to the UK.

To log your claim, please visit our online portal which can be found at <https://bastioninsurance.co.uk/get-touch> or,

Telephone on 0345 0744828 or,

Email: gadgetclaims@davies-group.com.

- 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 device(s)** the damaged **device** becomes **our** property. If it is returned or found, **you** must notify **us** and send it to **us** if **we** ask **you** to.

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

This policy is administered by Bastion Insurance Services Ltd on behalf of the UK Branch of Inter Partner Assistance.

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

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

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

Complaints regarding:

SALE OF THE POLICY

Please contact Bastion Insurance Services who arranged this insurance on **your** behalf under Your employer's **Salary Sacrifice Programme**. You can get in touch on Tel: 01865 818927, or by emailing: complaints@bastioninsurance.co.uk

Complaints regarding:

CLAIMS / SERVICE

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

Claims Administrators

Customer Relations,
Davies Group,
Unit 8
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 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 **device** 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 **device** 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.