

ONECALL MOBILE PHONE INSURANCE

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..

This policy insures **mobile phones** against **theft, accidental damage, and accidental loss**

Your mobile phone must be brand new 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.

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 Mobile Phone Benefits scheme provided through a **Salary Sacrifice Programme** via **your** employer.

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 mobile phone** during the **period of cover** as stated in **your**

Schedule of Insurance. This policy only covers **your mobile phone** when in the care of **you** or a member of **your immediate family**.

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

DEFINITIONS

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

Accessories – means items such as but not limited to, chargers, protective cases, headphones and hands-free devices, below the value of £150, that are used in conjunction with your insured **mobile phone** 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 by your employer when you apply for membership of the salary sacrifice scheme.

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

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

Claims Administrators – Davies Group Limited.

Criteria: **We** can only insure **mobile phones** that were included in the **Salary Sacrifice Programme**.

Evidence of ownership – A document to evidence that the **mobile phone you** are claiming for belongs to **you**. This will have been provided by your employer at the beginning of the **Salary Sacrifice Programme**

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 member 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 mobile phone and in any

event shall not exceed a total claim cost equivalent to the value of the mobile phone. Subject to no more than two valid claims per year.

Mobile phone - Your registered hand-held portable cellular telephone excluding accessories supplied to **you** by **Your** employer through the Mobile Phone Benefits Scheme provided under **your** employer's **Salary Sacrifice Programme** and as stated on the **Schedule of Insurance**.

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 loss, accidental damage** or **theft of your mobile phones**, such as keeping your **mobile phone** concealed when not in use when in public place

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

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 membership of the salary sacrifice programme purchase of this policy by **you** which includes the details of **your mobile phone** and which confirms your 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 **mobile phone** 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 the **mobile phone(s)** as stated on the **Schedule of Insurance**.

WHAT WE WILL COVER

A. Accidental Damage / Malicious Damage

We will arrange a repair if **your mobile phone** is damaged as the result of an accident or malicious damage. If **your mobile phone** 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. Theft

If your mobile phone is stolen we will replace it. Where only a part or parts of your mobile phone have been stolen, we will only replace that part or those specific parts. Please refer to the Claim Settlement section of this insurance document to understand how we will deal with replacements under this insurance.

C. Accidental Loss

If **you** accidentally or unintentionally lose **your** mobile phone, **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.

D. Liquid Damage

If **your mobile phone** 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.

E. Accessories

If **your** claim for **your mobile phone** is approved, **we** will replace any **accessories** that were **accidentally lost, stolen** or **accidentally damaged** at the same time as **your mobile phone** up to a maximum value of £150.

If **we** replace **your mobile phone** 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 mobile phone** is a mobile phone, in the event of a claim **you** may 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 mobile phone 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 **mobile phone** 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 **mobile phone** 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 mobile phone** 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 **mobile phone** 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 **mobile phone**;
- **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 **mobile phone**;
- 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 **mobile phone** 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 **mobile phone**, or any loss other than the repair or replacement costs of the **mobile phone**.

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

If **your** claim is for a **mobile phone** up to the value of £250 (when new) the **excess** fee is £50 for any claim.

If **your** claim is for a **mobile phone** between the values of £251 - £750 (when new) the **excess** fee is £75 for any claim

If **your** claim is for a **mobile phone** over the value of £751 (when new) the **excess** fee is £100 for any claim.

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

9. Any claim for a **mobile phone** 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 mobile phone**, or any claims for **mobile phones accidentally lost in your home**

11. Any loss or damage to your **mobile phone** whilst in transit.

12. Reconnection costs or subscription fees of any kind.

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

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

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.

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 **mobile phone** 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.

18. Any liability of whatsoever nature arising from ownership or use of the **mobile phone**, 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. Any loss where **your** bank account/credit card details stored on **your mobile phone** are used to purchase goods or withdraw funds.

21. 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 **mobile phone** cannot be replaced with an identical **mobile phone** 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 **mobile phone**. **We** cannot guarantee that the replacement **mobile phone** 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 mobile phone** 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 **mobile phone**, this policy will automatically cover the replacement **mobile phone**.

4. All blocks must be removed from **your mobile phone** 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 mobile phone** 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 **mobile phones** 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 **mobile phones** 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 **mobile phone(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 **mobile phone** that has been supplied by your employer at the outset of the salary sacrifice programme.

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 **mobile phone(s)** without **our** written permission.

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

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

CANCELLATION

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 certificate 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 insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address.

Valid reasons may include but are not limited to:

- A. Where **we** reasonably suspect fraud
- B. Non-payment of premium 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 premium

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.

- report the **theft** or **accidental loss** of any **mobile phone**, within 24 hours of discovery to **your** Airtime Provider and blacklist **your** handset;
- report the **theft** or loss of any **mobile phones** 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 **evidence of ownership** to the **claim administrators** within 30 days of the incident date along with any other requested information.

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

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