

Gadget Insurance

Policy Wording



Introduction

The Insurer

Your Policy is arranged by Policy Excess Insure Ltd trading as PEX Insure (Financial Services Register No. 776575), on behalf of Bastion Insurance Company Limited. Bastion Insurance Company Limited is registered 4th Floor, Development House, St Anne Street, Floriana, FRN9010, Malta and is authorized and regulated in Malta by the Malta Financial Services Authority and is permitted to issue policies in the UK by the UK Financial Conduct Authority under FCA number 446703.

Important Information

In return for the payment of Your Premium we will provide insurance for Your gadget(s) during the Period of Cover as stated in Your Schedule of Insurance. Your Gadget must be in good condition and in full working order prior to taking out this Policy. If there is evidence that Accidental Damage, Accidental Loss, Breakdown, Theft or Liquid Damage occurred prior to the Policy Start Date Your claim will be refused and no Premium refund will be due. This Policy only covers Your gadget(s) when in Your care and is subject to the terms, conditions, and limitations shown below or as amended in writing by Us.

Insurance Policy

This is Your Policy wording. It is only valid when coupled with Your Schedule of Insurance. These two documents make up Your insurance contract between You and the Insurer. Please keep these documents in a safe place. We recommend that You review Your cover periodically to ensure that it continues to meet Your needs.

Claims

Policy Excess Insure Ltd trading as PEX Insure are authorised by Bastion Insurance Company Limited to handle all Claims under this insurance Policy.

Cancellation

In line with Our statutory obligations You may cancel this insurance Policy within 14 days of receiving it. Should You choose to cancel Your Policy within this period, You may be entitled to a full refund of Your Premium on the condition that You have not made a Claim. Should You choose to cancel Your Policy after the 14-day cooling off period and;

- a) 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 less an administration fee of £25.00. Policy cover will cease from the date We receive Your cancellation instructions, or;
- b) You pay Your insurance Premium monthly and providing no Claim has been made and You do not intend to make a claim You will need to pay an administration fee of £25.00.

If a claim has been made under this insurance, We will agree to cancel Your cover but not refund any Premium.

To cancel Your insurance Policy please notify Us at cancel@pexinsure.com.

We are not bound to accept the renewal of any insurances and may at any time cancel this Policy by sending You a notice in writing to

Your last known address. Valid reasons for cancellation may include, but are not limited to:

- Fraud,
- Non-payment of Your Premium,
- Threatening and abusive behaviour towards staff or employees,
- Non-compliance with the Policy terms and conditions.

Eligibility for cover

Hi-tech Gadgets have an enormous impact on many of our lives. Often their value exceeds Your disposable income. Security risks to data, vulnerability to theft, damage or loss are just a few to the daily perils Your Gadgets face. Our Gadget Insurance Policy is designed to protect Your beloved Gadgets from Accidental Damage, Accidental Loss (if selected) and Theft ensuring that You do not have to live without Your prized possessions.

To be eligible for Our Gadget Insurance Policy You must be a permanent resident of the United Kingdom and must be over 18 years old. We will only cover Your Gadget if it was purchased as new, or purchased as refurbished direct from the manufacturer, in the United Kingdom.

Claims Limit

You may make unlimited claims up to the value of Your Policy Limit, per Period of Cover and the maximum we will be liable to pay for any one claim shall be limited to the current economic value of Your gadget and subject to the Policy Limit.

Policy Limit

Our liability in any one Period of Cover, under this section after the deduction of any Excess applicable, will be limited to: .

Silver Cover

- Accidental Damage
- Breakdown
- Theft
- Worldwide Cover 90 days
- £1,500 indemnity limit

Gold Cover

- Accidental Damage
- Breakdown
- Theft
- Loss
- Worldwide Cover 90 days
- £2,000 indemnity limit

Definitions

Any word defined below will have the same meaning wherever it appears in this Policy.

Accessories: any item that You may attach or connect to Your Gadget including but not limited to chargers, screen protectors, ear / headphones etc.

Accidental Damage: physical damage caused by a sudden and unexpected impact including damage caused by fire and/or liquid to Your gadget which was not deliberately caused by You or any other person.

Accidental Loss: means that the Gadget has been accidentally left by You in a location and You are permanently deprived of its use.

Administrator: The Administrator of Your Policy is Policy Excess Insure Ltd trading as PEX Insure who are an Appointed Representative of Premier Insurance Consultants Ltd (FCA 307128).

Breakdown: the failure of any electrical or mechanical component in Your Gadget due to a sudden and unforeseen fault, which causes Your Gadget to stop working in the way the manufacturer intended, and which requires repair or replacement before the Gadget can be used again.

Claims Handler: means Policy Excess Insure Ltd trading as PEX Insure or an agent appointed by them.

Cosmetic Damage: means any damage whatsoever which does not cause any mechanical or operational impairment.

Excess: means the first part of a claim You must pay under the terms of Your Policy.

Finance: In the event that You purchased Your Gadget using finance, We will require evidence of this. Some finance options include a clause in which any repayment for a lost, stolen or non-repairable Gadget must be made to them in the first instance. In this scenario, We will be unable to provide You with a replacement Gadget.

Fraudulent Usage: Any charges for airtime calls made by unknown persons you must pay to your network provider following the Theft of your device.

Gadget: the portable item(s) insured under this Policy, including mobile/smart phones, tablets, smart watches or personal computers (including laptops).

Period of Cover: means the time period between the Start Date and end date of Your Policy as stated in Your Schedule of Insurance for which the full Premium must be paid.

Policy/Insurance Policy: The contract of insurance between You and Us.

Policy Limit: The maximum reimbursement limit selected by You as shown in Your Schedule of Insurance, which We will pay during the Period of Cover from one or more claims.

Precautions: all measures that it would be reasonable to expect a person to take in the circumstances to prevent Accidental Loss, Accidental damage or Theft of Your Gadget.

Premium: The amount You pay for the Policy This is shown in Your Schedule of Insurance.

Proof of Condition

You must provide the Administrator with evidence of the Gadget's condition by sending an image of the device with the power switched on and the IMEI or Serial Number showing on the screen within 7 days of the Start Date on the Policy. Failure to do so may invalidate Your cover and may result in Your claim being denied.

Proof of Purchase means an original receipt and any other documentation required to prove Your Gadget was purchased as new, or as refurbished direct from the manufacturer. This document must show the date of purchase, make, model, and IMEI/Serial number of Your Gadget.

Proof of Ownership: A document to provide proof that the Gadget You are claiming for is owned by You. Such evidence may include Proof of Purchase, and Proof of Usage.

Proof of Usage: means evidence that Your Gadget has been in use since the Policy began. Where the Gadget is a mobile phone or smart phone, this information may be obtained from Your network provider. For any other Gadget, in the event of an Accidental Damage claim, this can be verified if requested by Us when the Gadget is sent to the repairers for inspection.

Schedule of Insurance: The document providing details of the cover You have selected.

Start Date: The date cover starts, as shown on Your Schedule of Insurance.

Terrorism: means any act, including but not limited to, the use of force or violence of, or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation 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: the unlawful taking of Your Gadget against Your will by another party, with the intent to permanently deprive You of that property, or burglary by forcible and violent entry, or the removal of Your Gadget by forcible and violent means against Your person or that of Your Immediate family.

Unattended: not on Your person, not in a pocket, within Your sight, or out of Your arms-length reach.

United Kingdom: means England, Scotland, Wales, Northern Ireland and the Channel Islands.

Virus: means any type of malicious code or program written to adversely alter the way Your Gadget operates, or to prevent Your Gadget from working.

We/us/our: means Policy Excess Insure Ltd trading as PEX Insure, on behalf of Bastion Insurance Company Limited.

You/Your: means the person who took out the Policy and or is named in the Policy as a Policyholder.

Your Home the permanent residence address You have provided to Us as shown on Your Schedule of Insurance.

Cover

Included

You are covered for the following risks:

- a) **Accidental Damage:** the costs of repairing Your Gadget for Accidental Damage. If Your Gadget cannot be repaired a replacement item will be provided.
- b) **Accidental Loss:** if Your Gadget is lost a replacement item will be provided (Gold Cover only).
- c) **Breakdown:** the repair costs of Your Gadget if it is damaged as a direct result of electrical or mechanical Breakdown occurring outside of the manufacturer's guarantee period. If Your Gadget cannot be repaired, a replacement item will be provided.
- d) **Theft:** stolen Gadgets, a replacement item will be provided.
- e) **Worldwide Cover:** Your Gadget is covered for up to 90 days abroad within any 12-month period. Replacement

or repair can only be dealt with within the United Kingdom.

- f) Fraudulent Usage: if Your Gadget is stolen and is used fraudulently, We will reimburse You upon receipt of Your itemised bill for the charges You have paid up to a maximum value of £2,500 for any one claim. This is in addition to the Policy Limit stated on Your Schedule of Insurance.

Not included

This Policy does not include cover for the following risks:

- a) Theft or Accidental Loss from any motorbike or motor vehicle where You or someone acting on Your behalf is not in the vehicle;
 - b) Theft or Accidental Loss where Your Gadget was in the possession of someone other than You or Your immediate family at the time of the event;
 - c) Accidental Damage or Breakdown caused by deliberate or neglectful treatment of Your Gadget, failure to follow the manufacturer's instructions, or repairs carried out by persons not authorised by Us;
 - d) Accidental Damage caused by routine servicing, inspection, maintenance or cleaning;
 - e) Accidental Damage caused by manufacturer's defect or product recall;
 - f) Wear and tear to the Gadget, depreciation, gradual deterioration of performance or damage caused by atmospheric or climatic conditions, including cosmetic damage of any kind including scratches, chips or dents,
 - g) Accidental Damage caused by a virus;
 - h) Accidental Damage, Loss or Theft while You were under the influence of alcohol and/or drugs;
 - i) Your sim card or any Accessories;
 - j) Liability arising from ownership or use of the Gadget, including any illness or injury resulting from it;
 - k) Any loss of or damage to information, data or software contained in or stored on the Gadget;
 - l) Fraudulent Usage unless Your Gadget is stolen;
 - m) Loss or damage caused within the confines of a gym, leisure centre or place of exercise;
 - n) Theft from any 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 repairer's account for such damage must be supplied with any claim;
 - o) Theft 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);
 - p) Theft where Your gadget was in the possession of a third party at the time of the event giving rise to a claim under this insurance;
 - q) Any Loss or Theft 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.
 - r) Any Fraudulent Usage:
 - a. Unless it results from a Theft that is covered by this insurance; and
 - b. Where the Theft of Your Gadget has not been reported to Your network provider and blocked within 24 hours of You becoming aware of the Theft occurring; and
- c. Where the charges relate to a period longer than 24 hours; or

- d. Charges where Your network provider fails to properly block Your service following a reported Theft.

This policy does not cover:

- a) Any claim made under this Policy within the first 14 days immediately following the Start Date of cover;
- b) Accidental Loss, Theft, Damage or Breakdown caused as a result of Your Gadget being stored in the hold of an aircraft whilst travelling;
- c) Any fault or damage which has been caused, directly or indirectly, from a domestic supply of electricity and/or gas and/or water;
- d) Any claim if the Loss, Theft or Damage was caused in any way by:
 - I. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind;
 - II. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Territorial Limits

No cover is provided for claims as a direct result of You travelling to a country where the Foreign and Commonwealth Office (FCO) have advised against all (but essential) travel. Please check the FCO travel advice line at www.fco.gov.uk

Conditions

Keeping to the terms of the Policy

We will only provide You with the cover described in the Policy and shown on Your Schedule of Insurance if:

1. You pay the Premium on the agreed date(s); and
2. Within 7 days of cover starting You provide Us with:
 - 2.1. Photographic evidence as Proof of Condition that Your Gadget is in a good and operational state;
 - 2.1.1. if Your device is a mobile phone, You must send a photograph of Your IMEI number clearly displayed on Your mobile phone screen. You can obtain Your IMEI number by dialling *#06# on Your phone;
 - 2.1.2. If Your device is a Tablet, Laptop or Other Gadget then You can access the serial number in the settings menu of the Gadget;
You can email the photograph to info@pexinsure.com
3. When making a claim, You meet all the conditions as far as they apply; and
4. You have taken reasonable care to ensure that declarations made, information given to Us orally, electronically or in writing which form the basis of this Policy, are complete, accurate and true; and
5. You report Your mobile phone to Your mobile phone network and request that they bar the device, within 24 hours of discovering its Theft or Accidental Loss. Failure to do so may invalidate Your cover and may result in Your claim being denied; and
6. You must always keep Your Gadget in Your Possession and on Your person and in Your control whilst away from Your home. You must not leave your Gadget Unattended and you must take all reasonable Precautions to protect Your Gadget. Failure to do so may invalidate Your cover and may result in Your claim being denied.

When the policy and cover ends

This Policy will end automatically at the earliest of the following events:

- a) The Period of Cover of Your Policy has expired.
- b) You do not pay any part of the Premium when due for Your Policy.
- c) You or We cancel the Policy.
- d) Claim payments have been made up to the maximum value of the Policy Limit

Repairs to Gadgets

- a) Before We supply a replacement Gadget, You must ensure that the damaged Gadget is couriered securely to Our address for assessment;
- b) We will assess the estimate provided and a decision will be made on whether to repair the Gadget, write it off at the current economic value, or provide a replacement Gadget of equivalent age and value. This decision is solely at our discretion.

Replacement Gadgets

- a) Before We supply a replacement Gadget, You must ensure that the damaged Gadget is couriered securely to Our address for assessment;
- b) This Policy does not provide a 'replacement as new' Gadget. If Your Gadget cannot be replaced with an identical item of the same age and condition, We will replace it with one of comparable specification or the equivalent value, considering the age and condition of the original item. The replacement Gadget which We provide will be at Our sole discretion.

Excess

- a) Your Schedule of Insurance will detail the Excess applicable to Your Policy.
- b) Every valid subsequent claim, following Your initial claim, made within the Policy limits, will attract a £50 increase on the initial Excess applicable. E.g. 1st claim Excess £100, 2nd claim Excess £150, 3rd claim Excess £200.

Substitution

This insurance only covers the Gadget(s) accepted by Us. You must tell Us as soon as possible (in writing, by phone or by email) about any changes You wish to make. The substitution or addition of additional Gadgets may be permitted, subject to the payment of any additional Premium. We may require an inspection of the Gadget prior to approval being granted. If We deem that an inspection is necessary, cover will not operate on the Gadget until it is inspected, and cover is agreed in writing. If a substitution is not accepted by Us, or if cover is cancelled by You after a Policy has been issued, then the cancellation terms will apply. (*See Cancellation section above*)

Claims Process

Review your cover

Read Your Policy documents to ensure that You are covered for the claim that You wish to make. Read any exclusions that may apply and make sure You understand them. If You wish to seek clarification on Your Policy terms, please do not hesitate to contact Us at info@pexinsure.com to request assistance.

- You must report Your claim to the Claims Handler as soon as reasonably practicable but in any event within

48 hours of any incident that is likely to give rise to a claim;

- Provide Your Policy reference number, as shown on Your Schedule of Insurance.

We will only be able to progress Your claim once all the requested information has been received and approved by Us, Your Premium has been paid in full for the Period of Cover and any relevant Excess has been paid by You.

Contact claims

Notify the Claims Handler at:

Claims Department
Policy Excess Insure Ltd
71-75 Shelton Street
Covent Garden
London
WC2H 9JQ
Email: claims@pexinsure.com

Evidence the claim

The Claims Handler will send You a claim form, which You must fill in and send back with all accompanying documentation requested.

This will include:

- a) Proof of Ownership, Proof of Purchase and / or Proof of Usage;
- b) Details of the claim;
- c) Details of any other contract, guarantee, warranty or insurance Policy which may apply to Your Gadget, including but not limited to household insurance. Where dual insurance applies, We may apply for a proportionate recovery direct from these Insurers;
- d) If Your Gadget is a mobile or smart phone which has been stolen or lost, written confirmation that You have reported this to Your network provider within 24 hours of discovery and that the network has blocked the device, including the date it was last used;
- e) You must report the Theft or Accidental Loss of any gadget(s) to the Police within 24 hours of discovery of loss and obtain a crime reference number in support of a Theft, and a lost property number in support of an Accidental Loss claim;
- f) In the event that Your Gadget has been lost, You must report it as lost at <https://www.reportmyloss.com/uk> within 24 hours of discovery of loss. You must provide Us with a copy of the report upon request;
- g) In the event that Your Gadget has been damaged, You must run a check device report at <https://www.checkmend.com/uk> within 24 hours of the damage occurring. You must provide Us with a copy of the report upon request;
- h) If Your Gadget has been damaged, You must provide Us with photographic evidence of the damage;

Fraud 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 to be Fraud. Details of all such cases will be passed to appropriate agencies for action.

Conditions

Other Insurance

If You were covered by any other insurance Policy, known as dual insurance, for the same level of protection We will pay an equal share the cost of Your Claim with that Insurer(s). Where You are covered by another form of insurance You are obligated to inform Us.

Renewals

You agree to automatically renew Your Policy with Us unless You specifically notify Us that You do not wish to renew Your cover. We will write to You before Your Policy expires with full details of Your Premium along with the terms and conditions for the next Period of Cover. When We offer You a further Period of Cover We reserve the right to change Your Premium.

Representation

Under the Consumer Insurance (Disclosure and Representations) Act 2012 You are required to take reasonable care and supply accurate and complete answers to all the questions when You apply for cover. You have an ongoing duty to make sure that all information supplied to Us is true and accurate.

This obligation continues to apply during:

- annual renewal of Your Policy,
- when making changes to Your Policy during the Period of Cover,
- when making a Claim under this Policy.

Should any of Your information change, or should You become aware that information previously provided is no longer accurate, You must tell Us as soon as reasonably practicable. If You do not answer questions truthfully and accurately this may affect Your Policy cover. If You supply Us with incorrect or false information We reserve the right to declare Your Policy invalid and cancel Your cover, and provide no refund of Premium. If You make a Claim, and the information provided is proven to be incorrect or false, We may refuse to pay all or part of Your Claim.

Right of Recovery

We can take proceedings in Your name, but at our expense, to recover the amount of any payment made under this Policy.

Complaints

General complaints

If You wish to make a complaint about any of the following:

- sale of this insurance Policy,
- information or advice provided during the sales process,
- terms and conditions of the Policy,
- general administration of Your Policy including Claims,

Please email Policy Excess Insure Ltd T/A PEX Insure on complaints@pexinsure.com and We will address Your complaint within 14 days.

Appeal

If Your complaint is still not capable of being resolved You have the right of appeal to the Financial Ombudsman Service. The Ombudsman can be contacted at:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Telephone: 0800 0234567 or 0300 1239123
Web: www.financial-ombudsman.org.uk

This complaints procedure is an addition to Your statutory rights as a consumer.

If You remain dissatisfied after following the above complaints procedures in full, You may ask the following autonomous and independent body to review Your case.

Office of the Arbiter for Financial Services
1st Floor, St. Calcedonius Square
Floriana
Malta
FRN 1530
Email: complaint.info@financialarbiter.org.mt
Telephone: +356 2124 2945 (overseas call charges apply)
Web: www.financialarbiter.org.mt

Using this complaints procedure or referral to the Financial Ombudsman Service or Malta Financial Services Authority does not affect Your legal rights.

Legal and Regulatory Information

Compensation Scheme

This Policy is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the Insurer is unable to meet their liabilities. If You do Claim against the scheme, You are covered for 90% of Your entire Claim. You can get more information about the scheme at www.fscs.org.uk.

Law and Legal Proceedings Applicable

This Policy is governed by English law. If there is a dispute it will only be dealt with in the courts of England. This Policy is written in English and all communication between the parties must be in English.

Privacy Policy

Please note that by registering for this Policy You have consented to Us using Your information for the purposes of administering this Policy and to Us being able to transfer Your data outside of the European Economic Area for the purposes described within this Policy.

The information which You have supplied to Us maybe used by Us to supply You with services for which You have registered. We may use that information to contact You to obtain Your views on Our services, and We may contact You to inform You about important changes to the services We offer. We may contact You by post, mobile phone, text or e-mail. We will only contact You by the means You have requested to be contacted by. If You would prefer Us not to contact You to obtain Your views please contact Us at info@pexinsure.com.

To prevent fraud, We may exchange information with other Insurers, and fraud prevention agencies. Your information will not be used or disclosed to any other party without Your permission unless required to by law.

If You have any questions or concerns about how We handle Your personal data, You should contact: info@pexinsure.com. Please note that We record telephone calls for training and evidentiary purposes.

Data Protection

We will only collect and use Your personal data in the following circumstances:

- a) Policy set up and management,
- b) We may collect and use Your name, identity and contact information, and personal information associated with Your Primary Insurance Policy for the purpose of deciding whether to enter into, and when performing the agreement, between Us to provide You with Your Policy,
- c) We may use automated decision-making procedures to decide on the availability of an Insurance Policy and its terms. You may express Your views and request an individual review any automated decision by contacting Us at info@pexinsure.com,
- d) We may share personal data collected with the Administrator to manage the Policy. We may also share personal data collected for these purposes with third parties. The sharing of this information will be for identifying and credit checking purposes and to identify potential fraud,
- e) We will retain the personal data used to decide whether to enter into an insurance Policy for 6 years. We will retain the personal data used to manage and administer the Policy for the duration of the Policy life plus 6 years.

Any information provided to Us will be processed in accordance with the provisions of the prevailing Data Protection Legislation.

Your Personal Data Rights

We may send Your information to companies located outside the European Economic Area. If We transfer Your information to parties outside of the European Economic Area, We will ensure that they apply the same levels of protection as we are required to apply to information held in the UK and to use Your information only for the purposes that we are permitted.

You have the following rights:

- a) To have access a copy of the personal data We hold about You.
- b) To ask Us to correct Your personal data if it is inaccurate or incomplete.
- c) To ask Us to erase Your personal data. We will provide You with a written response to any such request, including any reasons why We do not agree to the request.
- d) To stop Us processing Your personal data in certain ways, e.g. for marketing purposes. If We do not agree to erase Your data because it might be needed for a future legal Claim, We might instead agree to restrict its processing to these reasons alone.
- e) To obtain a copy of Your personal data for Your own purposes and to move, copy or transfer it from one environment to another.
- f) To object to processing for purposes of direct marketing, profiling, and research if that processing is likely to cause, or is causing, You damage or distress unless there is another legitimate reason for the processing.
- g) You can exercise the above rights by contacting: info@pexinsure.com.