

Policy Document



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 **electronic** gadgets against theft, accidental damage, breakdown and for mobiles phones, iPads, smart watches and tablets; accidental loss. Your electronic 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.

This insurance is arranged and administered by Blue Insurance Limited with Bastion Insurance Services Ltd and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Great Lakes Insurance SE and UK General Insurance Ltd and Bastion Insurance Services Ltd are is regulated by the Central Bank of Ireland (C34050) for the Conduct of Business Rules

Blue Insurance Limited trading as Gadgetinsurance.com is regulated by the Central Bank of Ireland. UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services register at www.fca.org.uk/register or by contacting them on 0800 111 6768.

INTRODUCTION

This policy is exclusive to corporate electronic gadgets only, that is, electronic addaets purchased by the company named on the validation certificate and used solely by the employee/s of that company.

In return for the payment of your premium we will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by us and during the period of cover.

This is a monthly rolling policy and is only in force if the monthly premium continues to be paid. Cover can continue up to a maximum of five years.

DEFINITIONS

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

Accessories - items such as chargers, protective cases, carrying cases, headphones and hands-free mounting kits but excluding the SIM card which are used in conjunction with your electronic gadget. 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 electronic gadget which was not deliberately caused by

Accidental loss means that the electronic 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 electronic gadget whilst in ordinary use arising from internal electronic, electrical or mechanical defects in your electronic gadget and which causes a sudden stoppage to your ability to use your electronic gadget in the way intended by the manufacturer of the electronic gadget.

Claims Administrators - Direct Group Ltd, Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL. Telephone 0818 286 458, email gadgetclaims@directgroup.co.uk

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

- 1. Purchased as new in the Republic of Ireland, UK or US, or;
- Purchased as refurbished direct from the Manufacturer or Network Provider in the Republic of Ireland, UK or US:
- 3. Gifted to you as long as you are able to provide a Gift receipt, and;
- Are not more than 12 months old at the time this policy is initially purchased, and:
- Are in your possession and in good working condition (not accidentally damaged) and:
- 6. Have not previously been repaired using non-manufacturer parts.

Electronic Gadgets - the portable electronic gadget/s that meet the Criteria, are insured by this policy, and shown on \pmb{your} validation certificate. Gadgets include: Mobile Phones, iPhones, iPads, Tablets, Smartwatches, Headphones, Kindles, Sat Navs, MP3/iPods, Portable Games Consoles, Camcorders, Camera's, SLR Lenses, Go Pro's and Laptops

Evidence of ownership - A document to evidence that the electronic gadget you are claiming for belongs to you. This can be a copy of the till receipt, delivery note, gift receipt or, if the **electronic gadget** is a mobile phone, confirmation from **your** Network Provider that the mobile phone has been used by you.

Home – your permanent residence shown on your validation certificate.

IMEI or Serial Number - the international mobile equipment identity number which is the unique identification number that will be used to identify the mobile phone or the unique identification number that will be used to identify the **electronic gadget**.

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

Limit of liability - Our liability, in respect of any one claim in relation to your electronic gadget, will be limited to the replacement cost of each electronic gadget being claimed for and, in any event, shall not exceed the maximum liability as shown on your validation certificate.

Malicious Damage - any damage caused to your electronic gadget which was deliberately caused by any other person.

Period of cover – one calendar month from the inception date, renewing monthly on the same day each month provided the monthly premium is paid.

Policy excess - An amount **you** have to pay towards the cost of a claim under this insurance. This excess is €50 and must be paid by **you** before **we** settle **your** claim.

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 electronic gadgets.

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

Theft/Stolen - means the unauthorised dishonest taking of the electronic gadget specified on your validation certificate, 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 – UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

You, your, yourself - the company, who owns the electronic gadgets as stated on the validation certificate or the individual who is the main user of the electronic gadgets purchased by the company.

WHAT WE WILL COVER

Where **your electronic 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. In respect of the areas of cover listed below, for any claim **we** will only pay costs up to the **limit of liability**.

A. Accidental Damage

We will pay repair costs if your electronic gadgets are damaged as the result of an accident. If your electronic gadget cannot be repaired, we will replace it.

B. Theft

If your electronic gadgets are stolen we will replace them. Where only part or parts of your electronic gadgets have been stolen, we will only replace that part or parts.

C. Accidental Loss

If you selected the option to pay an additional premium and cover your mobile phone, iPad, Smart watch or tablet for accidental loss, then if you lose your mobile phone, iPad, smart watch or tablet we will replace it. This will be shown on your validation certificate. No other electronic equipment is insured for accidental loss.

D. Malicious Damage

We will pay repair costs if your electronic gadgets are damaged as the result of malicious damage caused to your electronic gadget by a third party. If your electronic gadget cannot be repaired, we will replace it

F Breakdown

Breakdown which occurs outside of the manufacturer's guarantee period. This cover is not available on laptops or computers.

F. Fraudulent Call Use

If your mobile phone is lost or **stolen**, is used fraudulently, and **your** claim accepted, on receipt of **your** itemized bill **we** will reimburse **you** for the cost of calls up to the value of $\in 10,000$. This includes calls, messages, downloads and data made/used from the time it was lost or **stolen** up to a maximum of 24 hours from discovery of the incident.

G. Liquid Damage

We will pay repair costs if your electronic gadgets are damaged as the result of an accident involving liquid. If your electronic gadget cannot be repaired, we will replace it.

H. Accessories

If your claim for your gadget is approved, we will replace any accessories that were accidentally lost, stolen or damaged at the same time as your gadget 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.

WHAT WE WILL NOT COVER

Your electronic gadgets are not covered for:

7. Theft:

- from any motor vehicle where you or someone acting on your behalf is
 not in the vehicle, unless the electronic gadgets have been concealed
 in a locked boot, locked glove compartment or other locked internal
 compartment and all the vehicle's windows and doors closed and locked
 and all security systems have been activated. A copy of the repairer's
 account for such damage or other evidence of damage, must be supplied
 with any claim.
- 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, or other evidence of damage must
 be supplied with any claim:
- where the electronic gadget was in the possession of a third party (other than a member of your immediate family) at the time of the incident giving rise to a claim under this insurance;
- when away from your home unless the electronic 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 the electronic gadgets have been left unattended when it is away from your home;
- where all available precautions have not been taken to protect your electronic gadget from theft.

8. Loss or damage caused by:

- you deliberately damaging or neglecting the electronic gadgets;
- you not following the manufacturer's instructions, routine servicing, inspection, maintenance or cleaning;
- the use of non-manufacturer approved accessories;

9. Repair or other costs for:

- · routine servicing, inspection, maintenance or cleaning;
- loss caused by a manufacturer's defect or recall of the **electronic gadgets**;
- wear and tear, including but not limited to: replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials, or gradual deterioration of performance;
- repairs carried out that have not been pre-approved by us;
- electronic gadgets which have previously had repairs carried out by nonmanufacturer approved repairers
- cosmetic damage of any kind including scratches, dents and other visible defects that do not affect safety or performance;
- any damage if the **IMEI or serial number** has been deliberately tampered with in any way:
- Any kind of damage whatsoever unless the damaged electronic gadgets are provided for repair.
- 11. Any loss involving a SIM (subscriber identity module) card.
- 12. Any expense incurred as a result of not being able to use the electronic gadgets, or any loss other than the repair or replacement costs of the electronic gadgets unless relating to unauthorized call use for your mobile phone up to the maximum value of €10,000.

13. The policy excess.

For all claims the policy excess is €50.

- 14. Any claim made, or any event causing the need for a claim to be made, that occurs within the first 7 days of the inception date of your policy or the first 7 days of any amendment to your policy where the electronic gadget has not been insured within 14 days of purchase.
- 15. Loss of or damage to accessories that were not attached to your gadget at the time of the incident.
- 16. Accidental Loss where the circumstances of the loss cannot be clearly identified, i.e. where you are unable to confirm the time and place of the loss.
- Any claim for an electronic gadget where proof of usage cannot be provided or evidenced.
- 18. 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.

l9. War Risk

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

20. Terrorism

Any direct or indirect consequence of terrorism as defined by the Criminal Justice (Terrorist Offences) 2005 and 2015

21. Radiation

Any direct or indirect consequence of:

Irradiation, or contamination by nuclear material; or

The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

22. Sonic Boom

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

23. Electronic Data

Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of

whatsoever nature.

24. Any indirect loss or damage resulting from the event which

- 25. Liability of whatsoever nature arising from ownership or use of the electronic gadgets, including any illness or injury resulting from it.
- 26. Electronic Gadaets purchased under a private sale.
- 27. Electronic Gadgets lost or damaged in the post;

caused the claim under this policy:



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 electronic gadget cannot be replaced with an identical electronic 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 electronic gadget. We cannot guarantee that the replacement electronic 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 electronic gadget for the remaining period of your manufacturer's warranty in line with your manufacturer's warranty terms and conditions.
- 3. All blocks must be removed from your electronic equipment 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 electronic gadget being returned to you.
- In the event of a valid claim resulting in the replacement of the electronic gadget, this policy will automatically cover the replacement electronic gadget.

CONDITIONS AND LIMITATIONS

- Unless some other law is agreed in writing, this policy is governed by Irish law.
 If there is a dispute, it will only be dealt with in the Irish courts.
- 2. This insurance only covers electronic gadgets bought in The Republic of Ireland, UK or US and used in the Republic of Ireland or UK. Cover is extended to include use of the electronic gadgets anywhere in the world up to a maximum of 180 days in total, in any single 12 month period, subject to any repairs being carried out in The Republic of Ireland or the UK by repairers approved by us.
- The electronic gadget must be less than 12 months old with a valid evidence of ownership (not from online auctions) when the policy is started.
- You must provide us with any receipts, documents or evidence of ownership, that it is reasonable for us to request in order to validate your claim.
- 5. We may cancel the policy by giving you 30 days notice in writing.
- In the event of any claim you are responsible for the payment of any outstanding premium.
- You cannot transfer the insurance to someone else or to any other electronic gadgets without our written permission.
- 8. You must take all reasonable precautions to prevent any loss or damage.
- Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.
- 10. This insurance may only be altered, varied or its conditions altered or premium changed by us, giving you 30 days' notice in writing.

CANCELLATION

If you decide that for any reason, this policy does not meet your insurance needs then please return it to Blue Insurance Limited within 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

CANCELLATION AFTER THE 14 DAY PERIOD

If **you** wish to cancel **your** policy after 14 days **you** can do so by calling GadgetInsurance.com on 0818 286 456 or by emailing info@gadgetInsurance.com, allowing one months notice.

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
- 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

- 1. You must:
 - notify the Claims Administrators on telephone number 0818 286 458 or via email on gadgetclaims@directgroup.co.uk as soon as possible but in any event within 48 hours of any incident likely to give rise to a claim under this insurance:
 - 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 accidental loss of any electronic gadgets to the Garda within 48 hours of discovery and obtain a crime reference number in support of a theft and a lost property number in support of an accidental loss claim;
 - 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 ratable proportion of the claim may be recovered direct from these Insurers.
- There is a policy excess for all claims which must be paid before your claim can be approved. The policy excess is €50 for any claim.
- If we replace your electronic gadgets the damaged or lost items become ours. If it is returned or found you must notify us and send it to us if we ask you to.

UK General Insurance Ltd is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE. To help **us** improve **our** service **we** may record or monitor telephone calls.

FRAUDULENT CLAIMS/FRAUD

You must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, 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; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

WARNING

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 reason **we** consider this as fraud. Details of all such cases will be passed to appropriate agencies for action.

CONSUMER PROTECTION CODE

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. You must tell us of any changes to the answers you have given as soon as possible. If any information you provide is not complete and accurate, 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.

COMPLAINTS

Making Yourself Heard

If you have cause for complaint, it is important that you know that we are committed to providing you with an exceptional level of service and customer care. We realise that things can go wrong



and there may be occasions when **you** feel that **we** have not provided the service **you** expected. When this happens, **we** want to hear about it so that **we** can try to put things right.

Who to Contact?

The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible are:

- to be sure **you** are talking to the right person, and:
- that **you** are giving them the right information.

When You Contact US

- Please give us your name and contact telephone number.
- Please quote your policy and/or claim number.
- Please explain clearly and concisely the reason for your complaint.

Step One - Initiating Your Complaint

Does **your** complaint relate to:

- A. The sale of **your** policy?
- B. A claim on your policy?

If A, **you** need to contact

Gadgetinsurance.com, Plaza 255 Blanchardstown Corporate Park 2,

Blanchardstown.

Dublin 15.

Tel: 0818 286 456

Email: complaints@blueinsurance.ie

If B, **you** need to contact

the Claims Administrators

Customer Relations,

Direct Group,

Quay Point,

Lakeside Boulevard,

Doncaster, DN4 5PL

Email: gadgetcomplaints@directgroup.co.uk

Telephone: 0818 286 458

Step Two – The Financial Services and Pensions Ombudsman

If you have received the final response to your complaint and you are still dissatisfied, you may refer your case to the Financial Services and Pensions Ombudsman (FSPO). The FSPO will only consider complaints after you have been provided with written confirmation that the internal complaints procedure has been exhausted. The FSPO's contact details are:

Financial Services and Pensions Ombudsman Lincoln House, Lincoln Place, Dublin 2, D02 VH29

Phone: +353 1 567 7000 Email@ info@fspo.ie Website: www.fspo.ie

Alternatively, if **you** have purchased **your** policy online, **you** can submit a complaint through the Online Dispute Resolution (ODR) platform http://ec.europa.eu/odr

COMPENSATION SCHEME

Great Lakes Insurance SE is regulated by the Central Bank of Ireland (C34050) for the Conduct of Business Rules. In the event that the company cannot meet its insurance obligations **you** may be entitled to compensation from the Irish Insurance Compensation Fund. Further information about the compensation scheme arrangements is available from the Central Bank of Ireland by writing to C/o Central Bank of Ireland, P.O. Box 11517, Spencer Dock, North Wall Quay, Dublin 1, Republic of Ireland or by telephone or fax (Tel: 01 410 4000 or Fax: 01 410 4900) or by e-mail info@investorcompensation.ie

STAMP DUTY

Insurance Act 1936 (or future amendments thereto)

All monies which become or may become payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

Finance Act 1990 (or future amendments thereto)

The appropriate stamp duty has been or shall be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

DATA PROTECTION ACT

UK GENERAL INSURANCE LTD PRIVACY NOTICE

We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is Z7739575.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as "**you/your**" in this notice.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

WHY DO WE PROCESS YOUR DATA?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

WHAT INFORMATION DO WE COLLECT ABOUT YOU?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy.

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK GENERAL'S FULL PRIVACY NOTICE

This notice explains the most important aspects of how **we** use **your** data. **You** can get more information about this by viewing **our** full privacy notice online at http://ukgeneral.com/privacy-notice or request a copy by emailing **us** at dataprotection@ukgeneral.co.uk. Alternatively, **you** can write to **us** at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 IRJ.

GREAT LAKES INSURANCE SE INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at https://www.munichre.com/en/service/privacy-statement/index.html

OTHER INSURERS

We and your insurers may pass information about you and this policy to other insurance companies with which your insurers reinsure their business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies may be located in countries outside the UK but within the European Economic Area ("EEA").

You are entitled to receive a copy of the information **we** hold about **you**. If **you** have any questions, or **you** would like to find out more about this notice **you** can write to the Data Protection Officer, Bastion Insurance Services Ltd, Temple Court Mews, 109 Oxford Road, Oxford, OX4 42R



