



Gadget

# Policy Document UK

# BLUE INSURANCE

## INSURER INFORMATION

This insurance is arranged and administered by Blue Insurance Limited with Bastion Insurance Services Ltd, and underwritten by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Blue Insurance Limited is deemed authorised and regulated by the Financial Conduct Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. 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 are authorised and regulated by the Financial Conduct Authority, Reg. No. 650727. Bastion Insurance Services Ltd address is Temple Court Mews 109, Oxford Road, Oxford, Oxfordshire, OX4 2ER, United Kingdom. Details about our regulation by the Financial Conduct Authority are available from us on request.

## IMPORTANT INFORMATION

We have not provided you with a personal recommendation as to whether this product is suitable for your needs so you must decide yourself whether it is or not. You have made a decision based on the information made available to you.

This policy meets the demands and needs of those who wish to insure their gadget(s) against theft, accidental damage, liquid damage and breakdown. For iPhones, iPads, Mobile/Smart Phones, Tablets and Smart Watches Accidental Loss cover is also available and is subject to an additional premium.

## INTRODUCTION

You must read this policy document and the validation certificate together. The validation certificate 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 they give you the cover you want and that the details on the validation certificate are correct.

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 validation certificate. This policy only covers your gadget(s) 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.

If you pay for your premiums monthly then your policy is a rolling monthly policy and is only in force if the monthly premium continues to be paid. Cover can continue for up to a maximum of five years.

If you pay for your policy annually, then your policy is an annual policy for which the full annual premium must be paid at inception and again at each annual renewal date. The type of policy you have will be shown in your validation certificate.

### Automatic renewal of your policy

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

If we are unable to automatically process your renewal we will contact you before your renewal date and invite you to renew your policy via an alternative channel. Your renewal premium will be taken by the same method used during your initial purchase. If you do not want to auto renew your policy, simply follow the instruction in your renewal notification. If you do nothing, then this policy will automatically renew for a further period of 12 months.

## DEFINITIONS

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

**Accessories** – means items such as but not limited to, chargers, protective cases, headphones and hands free devices but excludes SIM cards and wearables. Only accessories purchased in the UK will be eligible for this cover. **Evidence of ownership** for accessories will need to be provided at point of claim.

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

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

**Breakdown** - the breaking or burning out of any part of your gadget whilst in ordinary use arising from internal electronic, electrical or mechanical defects in your gadget and which causes a sudden stoppage to your ability to use your gadget in the way intended by the manufacturer of the gadget.

**Claims Administrators** – Davies Group Ltd, Unit 8, Fulwood Business Park, Caxton Road, Preston, PR2 9NZ. Telephone: 0345 074 4787. Email: [gadgetclaims@davies-group.com](mailto:gadgetclaims@davies-group.com). <https://blueinsurance.davies-group.com/>

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

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

**Evidence of ownership** – a document to evidence that the **gadget you** are claiming for belongs to **you**. This can be a copy of the till receipt, delivery note, UK/ROI/US gift receipt or, if the **gadget** is a mobile phone, confirmation from **your** network provider that the mobile phone has been used by **you**.

**Gadget(s)** – the portable electronic **gadget(s)** that meet the **Criteria**, are insured by this policy, and shown on **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. This policy is not suitable for drones.

**Home** – **your** permanent residence shown on **your** validation certificate.

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

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

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

**Period of cover** – for monthly policies 1 (one) calendar month from the inception date, renewing monthly on the same day each month (the last day of the month will apply appropriately to each month) provided the monthly premium is paid. For annual policies 1 (year) from the inception date. The **period of cover you** selected can be found on **your** validation certificate.

**Policy 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.

**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(s)** such as keeping the **gadget** concealed when not in use when in public place.

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

**Territorial limits** – The United Kingdom of Great Britain & Northern Ireland, the Isle of Man and the Channel Islands.

**Terrorism** – means any act, including but not limited to the use of force or violence of the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purposes, including the intention to influence any government to put the public or any section of the public in fear.

**Theft/Stolen** – means the unauthorised dishonest appropriation of the **gadget** specified on **your** validation certificate, by another person with the intention of permanently depriving **you** of it.

**Unattended** – when away from **your home**; not within **your** sight at all times or out of **your** arms-length reach

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

**You, yourself, your** – the person, who is 18 years old or over, who owns the **Gadget(s)** as stated on the validation certificate.

## WHAT WE WILL COVER

The sections below explain what **we** do and do not cover. **Your** validation certificate will state which of the available covers are applicable to **you**.

### A. Accidental Damage / Malicious Damage

**We** will arrange a repair if **your gadget** is damaged as the result of an accident or **malicious damage**. If **your gadget** cannot be economically repaired, it will be replaced.

### B. Theft

If **your gadget(s)** are **stolen** **we** will replace them. Where only part or parts of **your gadget** have been **stolen**, **we** will only replace that part or parts.

### C. Accidental Loss

If **you** selected the option to insure **your** mobile phone, smart watch, tablet or iPad for **accidental loss**, then if **you** accidentally lose **your** mobile phone, smart watch, tablet or iPad **we** will replace it. **Accidental loss** cover is only available on mobile phones, iPads, tablets and smartwatches. This cover is only operative if shown on **your** validation certificate and the additional premium has been paid.

### D. Breakdown

If **your gadget** suffers electrical **breakdown** which occurs outside of the manufacturers guarantee period, **we** will repair it. If **your gadget** cannot be economically repaired, it will be replaced. This cover is not available on laptops.

### E. Unauthorised Call/Data Use

If **your** mobile phone is **accidentally lost** or **stolen** and is used fraudulently, and **your** claim is covered by **your** policy, **we** will reimburse **you** for the costs upon receipt of **your** itemised bill up to a maximum value of £10,000 for any one claim. This includes calls, messages, downloads and data made / used from the time it was lost or **stolen** up to a maximum of 24 hours from discovery of the incident.

### F. Liquid Damage

If **your gadget** is damaged as a result of accidentally coming into contact with any liquid, **we** will repair it. If it cannot be repaired **we** will replace it.

## G. 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.

### IMPORTANT:

Where **your gadget** is a mobile phone, in the event of a claim **you** will be required to provide **proof of usage** which confirms **your mobile phone** has been in use between policy inception and the incident date.

## WHAT WE WILL NOT COVER

**Your gadget(s) are not covered for:**

1. **Theft:**
  - From any motor vehicle where **you** or someone acting on **your** behalf is not in the vehicle, unless the **gadget** has been concealed in a locked boot, closed glove compartment or other closed internal compartment and all the vehicle's windows and doors have been closed and locked and all security systems have been activated. A copy of the receipt for any repairs made following damage in gaining entry to the locked vehicle, must be supplied with any claim;
  - From any unattended building or premises (including **your home** or workplace) unless the **theft** involves force in gaining entry to or exit from the building or premises, resulting in damage to the building or premises. A copy of the receipt for any repairs made following damage in gaining or exiting entry must be supplied with any claim;
  - When away from **your home**, or when in **your home** with invited guests / tradesmen or other people; unless the **gadget** is concealed on or about **your** person when not in use, or it is stored in a locked room or secured receptacle (such as a locked safe, locked locker or closed desk drawer);
  - Where **your gadget** was in the possession of a third party (other than a member of **your immediate family**) at the time of the event giving rise to a claim under this insurance;
  - Where the **gadget** has been left **unattended** when it is away from **your home**; or
  - Where all available **precautions** have not been taken to prevent **theft**.
2. **Loss or damage caused by:**
  - **You** deliberately damaging, intentionally leaving or neglecting the **gadget**;
  - **You** not following the manufacturer's instructions;
  - The use of non-manufacturer approved **accessories**;
3. **Repair or other costs for:**
  - Routine servicing, inspection, maintenance or cleaning;
  - Loss caused by a manufacturer's defect or recall of the **gadget**;
  - Repairs carried out by persons not authorised by **us**;
  - Wear and tear or gradual deterioration of performance;
  - Cosmetic damage of any kind including scratches, dents and other visible defects that do not affect safety or performance;
  - Any claim if the IMEI / serial number has been tampered with in any way.
4. Any kind of damage whatsoever unless the damaged **gadget(s)** are provided for repair.
5. Any loss involving a SIM (subscriber identity module) card.
6. Any expense incurred as a result of not being able to use the **gadget**, or any loss other than the repair or replacement costs of the **gadget** unless relating to unauthorized call/data use for **your mobile phone** up to the maximum value of £10,000.
7. The **policy excess** – if **you** make a claim, a **policy excess** fee applies which must be paid to **us** before **your** claim can be settled. This **policy excess** varies depending on the value of the **gadget you** have insured with **us**. The fees are set out below:
  - If **your claim** is for a **gadget** up to the value of £250 (when new) the **policy excess** is £50 for any claim.
  - If **your claim** is for a **gadget** up to the value of £750 (when new) the **policy excess** is £75 for any claim.
  - If **your claim** is for a **gadget** over the value of £750 (when new) the **policy excess** is £100 for any claim.
8. Any claim made, or any event causing the need for a claim to be made, that occurs within the first 14 days of the inception date of **your policy** or the first 14 days of any amendment to **your policy** where the **electronic gadget** has not been insured within 14 days of purchase.
9. Loss of or damage to **accessories** that were not attached to **your gadget** at the time of the incident.
10. Any claim for any **gadget(s)** where **proof of usage** cannot be provided or evidenced.
11. Any claim for **accidental loss** where the circumstances of the loss cannot be clearly identified, i.e. where **you** are unable to confirm the time and place **you** last had **your gadget**.
12. Any **gadget** that was purchased as second hand or used, that is not a refurbished device that was sold with a minimum 12 month warranty.
13. Any loss or damage to **your gadget** whilst in transit.
14. 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.**
15. **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.
16. **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.
17. **Sonic Boom**  
Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
18. **Loss of Data or Software**  
Any loss of or damage to information or data or software contained in or stored on the **gadget** whether arising as a result of a claim paid by this insurance or otherwise.
19. Any indirect loss or damage resulting from the event which caused the claim under this policy;
20. Any liability of whatsoever nature arising from ownership or use of the **gadget**, including any illness or injury resulting from it.
21. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.
22. **Gadget(s)** purchased under a private sale.
23. Any loss where **your bank account/credit card** details stored on **your gadget** are used to purchase goods or withdraw funds;
24. **Gadget(s)** lost or damaged in the post.
25. We will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## CLAIM SETTLEMENT

1. The intention of this policy is to put **you** back in the same position as immediately prior to the loss or damage. It is not a replacement as new policy. If the **gadget** cannot be replaced with an identical **gadget** of the same age and condition, **we** will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original **gadget**. **We** cannot guarantee that the replacement **gadget** will be the same colour as the original item. Where an equivalent refurbished item is not available, **we** will replace with new.
2. Repairs will be carried out using readily available parts. Where possible **we** will use original parts but in some cases, unbranded parts may be used. In the event that any repairs authorised by **us** under this policy invalidate **your** manufacturer's warranty, **we** will repair or replace **your gadget** for the remaining period of **your** manufacturer's warranty in line with **your** manufacturer's warranty terms and conditions.
3. In the event of a valid claim resulting in the replacement of the **gadget**, this policy will automatically cover the replacement **gadget**.
4. All blocks must be removed from **your gadget** before being sent for repair. This includes any personal pin locks or operator specific security blocks, including Find My iPhone. Failure to do so will result in **your** claim being delayed, and/or, **your gadget** being returned to **you**.

## CONDITIONS AND LIMITATIONS

1. Unless **we** have agreed differently with **you**, English law and the decisions of English courts will govern this insurance.
2. This insurance only covers **gadget(s)** bought in the Republic of Ireland and US or 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 **gadget(s)** anywhere in the world up to a maximum of 180 days in total in any single 12 month period of insurance, subject to any repairs being carried out in the UK by repairers approved by **us**. No cover is provided for claims where **you** are travelling to a country where the Foreign, Commonwealth & Development Office (FCDO) have advised against all but essential travel. **You** can check the FCDO travel advice at [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice).
3. The **gadget(s)** must not be more than 12 months old, must be purchased in the UK, Republic of Ireland or US as new, or if refurbished, purchased directly from the manufacturer, and **you** must be able to provide **evidence of ownership** at inception of this insurance cover. **Evidence of ownership** should include the make, model and IMEI/serial number of the **gadget** and must be in **your** name or **you** must be in possession of a UK/ROI/US gift receipt.
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. **Your gadget** must be in good condition and full working order prior to taking out this policy. If there is evidence that the damage, **theft** or loss occurred prior to the policy start date **your** claim will be refused and no premium refund will be due.
7. **You** cannot transfer the insurance to someone else or to cover any other **gadget(s)** without **our** written permission.
8. **You** must take all **precautions** to prevent any loss or damage.
9. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.
10. In respect of **your** policy being paid by monthly premiums, if the monthly premium payment is cancelled by **you** or collection of premium is unsuccessful at any given point, then **we** will write to **you** giving 30 days' notice of cancellation (see Cancellation section below) and any outstanding premium for the cover received will become due, unless the situation is rectified when **we** next attempt to collect payment.

## CANCELLATION

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please contact Blue Insurance Ltd within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents.

### Cancellation after the 14 day period

If **you** wish to cancel **your** insurance after the initial 14-day withdrawal period **you** can do so by telephoning Blue Insurance Ltd on 0333 355 0252 or in writing by emailing [info@blueinsurance.co.uk](mailto:info@blueinsurance.co.uk).

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

If **you** pay **your** insurance premium annually and providing no claim has been made and **you** do not intend to make a claim under this insurance **you** will receive a proportionate refund of premium based on the unused period of cover under the policy less an administration fee equal to 25% of the annual premium with a minimum fee applying of £10. Policy cover will cease from the date **we** receive **your** cancellation instructions.

If a claim has been made under this insurance, **we** will cancel **your** cover but not refund any premium.

### 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
- 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 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 Insurance (Disclosure and Representations) Act 2012.

## CLAIMS PROCEDURE

### 1. You must:

- Notify the **claim administrators** on 0345 074 4787 or by emailing **gadgetclaims@davies-group.com** as soon as possible but in any event within 48 hours of any incident likely to give rise to a claim under this insurance; If the incident happened outside of the UK, please notify **Claims Administrators** within 48 hours of **your** return to the UK.
- 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 **gadget(s)** 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;
- 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.
- Return **your** completed claim form and **evidence of ownership** to **Claims Administrators** within 30 days of the incident date along with any other requested information.

### 2. 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.

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

- If **your** claim is for a **gadget** up to the value of £250 (when new) the **policy excess** is £50 for any claim.
- If **your** claim is for a **gadget** up to the value of £750 (when new) the **policy excess** is £75 for any claim.
- If **your** claim is for a **gadget** over the value of £750 (when new) the **policy excess** is £100 for any claim.

### 4. If **we** replace **your gadget** 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.

## 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

### 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

Blueinsurance.co.uk,  
1 Neptune Court,  
Vanguard Way,  
Cardiff, CF24 5PJ  
Tel: 0333 355 0252  
Email: [complaints@blueinsurance.co.uk](mailto:complaints@blueinsurance.co.uk)

### Claims Administrators

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

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

### Step Two – The Financial Ombudsman Service

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

Financial Ombudsman Service  
Exchange Tower Harbour Exchange Square London E14 9SR  
[www.financial-ombudsman.org.uk](http://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.

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

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](http://www.fscs.org.uk) or by telephoning 0207 741 4100.

## DATA PROTECTION

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notice (see below).

**We** collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a. Use of sensitive information about **you**, in order to evaluate **your** claim and provide other services as described in this policy,
- b. Disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with an insurance **gadget** cover claims service, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. Monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d. Obtaining and storing any relevant and appropriate evidence of the condition of the property subject of the **gadget** claim, which **you** have provided for the purpose of validating **your** claim; and
- e. Sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

**We** will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

**We** carry out these activities within the UK and both within and outside of the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in our website privacy notice (see below).

**You** are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer  
The Quadrangle  
106-118 Station Road  
Redhill  
RH1 1PR  
UK  
Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)

**Our** full data privacy notice is available at: [www.axa-assistance.co.uk](http://www.axa-assistance.co.uk). Alternatively, a hard copy is available from **us** on request.