

## gadget corporate insurance.com

# **Policy Document**



## ARRANGED BY

Gadget Insurance cover is arranged by Blue Insurance Limited with Bastion Insurance Services Ltd. Blue Insurance Limited address is Plaza 255, Blanchardstown Corporate Park 2, Blanchardstown, Dublin 15, Ireland, Blue Insurance Limited tradina as Gadgetinsurance.com is regulated by the Central Bank of Ireland

Bastion Insurance Services Ltd are authorised and regulated by the Financial Conduct Authority. 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.

## DATA PROTECTION OF BLUE INSURANCE LIMITED AND BASTION INSURANCE SERVICES LIMITED

We are committed to protecting your privacy and personal information at all times and ensure that all personal data processed by us in the course of administering your policy is done so in compliance with the relevant data protection legislation.

To administer your policy we will process and store information about you provided by you. This notice applies to anyone who is insured under this Gadget Insurance policy and whose personal information may be processed for the provision of insurance and related services.

Personal information may be used by us for the purposes of arranging your policy; including but not limited to customer service, analysis, complaints handling and the detection and prevention of crime. The information you have supplied will also be passed to the Underwriter for fulfilment of your insurance contract and for claims purposes. Please refer to the Data Protection section contained further within the policy wording for further details on how the Underwriter processes your data

You have various rights in relation to personal information that is held by us, including the right to request access to your personal information, the right to correct inaccurate personal information, or the right to request the deletion or suppression of personal information where this is not restricted by any conflicting legitimate interest.

This notice explains certain aspects of how we use your information and what rights you have in relation to your personal information, however you can obtain more information about how we use your data by reviewing Blue Insurance Limited full Privacy Policy (https://www.blueinsurance.ie/PrivacyPolicy/IE/) and Bastion Insurance Services Ltd Privacy Policy (https://www.bastioninsurance.co.uk/privacypolicy). Your data will be treated in accordance with our Privacy Policy.

### **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.

### **UNDERWRITTEN BY:**

This Gadget Insurance is underwritten by White Horse Insurance Ireland dac. White Horse Insurance Ireland dac is registered in Ireland No 306045. White Horse Insurance Ireland dac's Registered Office is First Floor, Rineanna House, Shannon Free Zone, Shannon, County Clare, Republic of Ireland. White Horse Insurance Ireland dac is regulated by the Central Bank of Ireland. This can be checked by visiting their website at www.centralbank.ie.

#### **DEMANDS AND NEEDS**

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs. This product meets the demands and needs of those who wish to insure specific risks relating to their electronic gadgets against theft, accidental damage, breakdown and for mobiles phones, iPads, smart watches and tablets accidental damage.

## INTRODUCTION

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

#### COVER

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 VOU.

Accidental loss - Means that the electronic gadget has been accidentally left by you in a location and **vou** 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 - Davies Group Ltd, Unit 8, Fulwood Business Park, Caxton Road, PR2 9NZ. Telephone: 0818 286 458. Email: gadgetclaims@davies-group.com.

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 2. in the Republic of Ireland, UK or US:
- 3. Gifted to you as long as electronic gadget is from the Republic of Ireland, UK or US and you are able to provide a Gift receipt , and;
- 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.

Electronic Gadgets - 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

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 gadget(s)**.

**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 - White Horse Insurance Ireland dac.

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

## E. 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 €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:

1. 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.

#### 2. 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;
- 3. 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.
- 5. Any loss involving a SIM (subscriber identity module) card.
- 6. 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.
- 7. The policy excess
  - For all claims the policy excess is €50.
  - 8. 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.
  - Loss of or damage to accessories that were not attached to your gadget at the time of the incident.
  - 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.
  - Reconnection costs or subscription fees of any kind.
    Please note: if you are insuring an item without SIM card capability, all exclusions relating to SIM cards are not applicable.

## 13. War Risk

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. 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.

## 15. 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.

#### 16. Sonic Boom

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

#### 17. 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.

- Any indirect loss or damage resulting from the event which caused the claim under this policy;
- Liability of whatsoever nature arising from ownership or use of the electronic gadgets, including any illness or injury resulting from it.
- 20. Electronic gadgets purchased under a private sale.
- 21. Electronic gadgets lost or damaged in the post;

## **CLAIM SETTLEMENT**

- 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**

- 1. 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.
- 3. 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.
- 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 any other electronic gadgets without our written permission.
- 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 contact Gadgetinsurance.com 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; or
- B. Non-payment of premium; or
- C. Threatening and abusive behaviour; or
- D. Non-compliance with policy terms and conditions; or
- 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.

## **CLAIMS PROCEDURE**

1. You must

- Notify claims administrators on telephone number 0818 286 458 or via email on 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;
- 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.
- 2. 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.

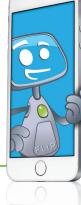
To help **us** to improve **our** service, clarify information provided and to assist in detecting and preventing fraud, calls may be recorded.

## 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; or
- Fails to reveal or hides a fact likely to influence the cover we provide; or
- Makes a statement to us or anyone acting on our behalf, knowing the statement to be false; or
- Sends us or anyone acting on our behalf a document, knowing the document to be forged or false; or
- 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



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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.

We, our agents, other insurers and fraud prevention agencies obtain and share information with each other to prevent and detect fraudulent claims to help protect our customers and ourselves from such activity.

## 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.

## YOUR RESPONSIBILITY

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 A COMPLAINT

We know that sometimes, no matter how hard we try, we don't always get it right. If we give you cause for complaint, it's important that you know that we are committed to providing you with an exceptional level of service and customer care.

When this happens, we want to hear about it so that we can try to put things right.

**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

Telephone: 0818 286 456 Email: complaints@blueinsurance.ie

If B, should **you** have any query or complaint regarding the way **your** claim has been dealt with, in the first instance please contact:

The Customer Experience Manager White Horse Insurance Ireland dac First Floor, Rineanna House Shannon Free Zone Shannon County Clare Republic of Ireland

Email: complaints@white-horse.ie **STEP TWO** The Customer Experience Manager will issue a final response to **your** complaint.

If **you** remain dissatisfied with this final response, **you** have the right to make an appeal to the Financial Services and Pensions Ombudsman.

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

Telephone: +353 1 567 7000 Email: info@fspo.ie Website: www.fspo.ie If **you** have purchased the insurance policy online, **you** may also raise **your**  complaint via the EU Online Dispute Resolution Portal at http:// ec.europa.eu/ consumers/odr/. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme.

## DATA PROTECTION NOTICE

DATA PROTECTION NOTICE OF WHITE HORSE INSURANCE IRELAND DAC White Horse Insurance Ireland dac holds **your** personal information in accordance with all applicable Data Protection laws.

To administer **your** policy White Horse Insurance Ireland dac will collect and use information about **you** provided by **you**. This notice applies to anyone who is insured under this Insurance policy and whose personal information may be processed for the provision of insurance and related services.

Personal information may be used by **us** for the purposes of administering **your** policy; including decision making on provision of insurance cover, underwriting, processing and claims handling. **we** may also use **your** personal information for other related matters such as customer service, analysis, complaints handling and the detection and prevention of crime. The information **you** have supplied may be passed to other insurers and reinsurers for underwriting and claims purposes or to other third party service providers used by **us** in fulfilling **your** insurance contract.

We may send your personal information in confidence to other companies who provide services to us for processing and storage. This may mean sending information to countries outside of the United Kingdom, European Union or European Economic Area that may not have the same levels of privacy legislation as in the United Kingdom, European Union or European Economic Area. When we do this, we will ensure that we transfer the data securely and accordingly to regulatory requirement. By buying this insurance policy, you agree to us using your personal information in this way.

**You** have various rights in relation to personal information that is held by **us**, including the right to request access to **your** personal information, the right to correct inaccurate personal information, or the right to request the deletion or suppression of personal information where this is not restricted by any conflicting legitimate interest.

This notice explains certain aspects of how **we** use **your** information and what rights **you** have in relation to **your** personal information, however **you** can obtain more information about how **we** use **your** data by reviewing **our** full Privacy Policy. A copy can be obtained by either emailing a request to **us** at referrals@white-horse.ie, or by writing to the Data Protection Officer, White Horse Insurance Ireland dac, First Floor, Rineanna House, Shannon Free Zone, Shannon, County Clare, Ireland.

Your data will be treated in accordance with our Privacy Policy.

