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Gadget Insurance

This insurance is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk.

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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)** during their **trip** against **theft**, **accidental damage**, **breakdown** and **accidental loss**.

Your gadget must be in good condition and full working order before taking out this policy. If there is evidence that the damage, **theft** or loss happened before the policy start date, **your** claim will be refused and no premium refund will be due.

Introduction

It's important that **you** read this wording and **your certificate of insurance** to make sure that everything **you've** told **us** is correct. Please read this policy carefully so that **you** understand the cover **we** are giving **you**. **You** must follow the terms and conditions set out in this policy wording. It's important that **you** keep this policy wording

and **your certificate of insurance** in a safe place in case **you** need to look at them later.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- Supply accurate and complete answers to all the questions **we** may ask as part of **your** application for cover under the policy.
- To make sure that all information supplied as part of **your** application for cover is true and correct.
- Tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

Definitions

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

Accessories – Additional items, purchased in the UK and valued at £150 or below, that come with **your gadget**, such as chargers, carrying cases, headphones, hands-free mounting kits and USB cables. SIM cards and wearables are not covered. Cover is only in place for **accessories** purchased in the UK. **Evidence of ownership** for **accessories** will need to be provided at point of claim.

Accidental damage/accidentally damaged – Any unintentional and unexpected damage that happens to **your gadget**.

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

Accommodation – **Your** hotel, resort, or other main residence where **you** are staying during **your trip**.

Breakdown – A sudden mechanical or electrical failure of **your gadget**, resulting in it stopping working as it should.

Certificate of insurance – The separate document **we** send **you** that includes details about **you** and what **you** are covered for.

Claims Administrators – The Oxford Claims Company.

Criteria – **We** can only insure **gadgets** if **you** are able to provide **evidence of ownership**, and if they are:

- Purchased or leased by **you** as new in the UK, or;
- Purchased by **you** as refurbished in the UK as long as the refurbished **gadget** was sold with a minimum 12-month warranty and this stated on **your evidence of ownership** (which **you** will be required to provide evidence of);
- Gifted to **you** as long it meets the above **criteria**, and **you** are able to provide a UK Gift receipt, and;

4. Are not more than 6 years old (18 months for laptops) 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 gift receipt or, if the **gadget** is a mobile phone, confirmation from **your** Network Provider that the mobile phone has been used by **you**.

The **evidence of ownership** should include the make, model and IMEI / serial number of the **gadget** and must be in **your** name, unless **you** are in possession of a UK gift receipt.

Excess – The amount **you** must pay for each claim **you** make under this policy, as detailed on **your certificate of insurance**.

Gadget(s) – means the portable electronic **gadget/s** owned by **you**, the replacement value of which must not exceed the maximum value of cover shown in **your certificate of insurance** that meet the **criteria**, are insured by this policy, and shown on **your certificate of insurance**.

Gadgets include: Laptops, Mobile Phones, Smart Phones, iPhones, iPads, Tablets, E-Readers, MP3 Players, CD/DVD players, Head/Ear Phones/Ear Buds, Bluetooth Headsets, Satellite Navigation Devices, PDA's, Handheld Games, Games Consoles, Camera's, Camera Lenses, Video Camera's, Go Pro's and Smartwatches or Health and Fitness Tracker but excluding drones and wearables.

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

Limit of liability – The maximum **we** will pay in respect of any one claim in relation to **your gadget**. This 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 certificate of insurance**.

Precautions - All measures that would be deemed appropriate to expect a person to take in circumstances to prevent **accidental loss, accidental damage** or **theft of your gadgets**, such as keeping the **gadget** concealed when **you** are in a public place and the **gadget** is not in use.

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

Single article limit – The maximum amount that **we** will pay out for a single **gadget** that is damaged, lost, or **stolen**.

Trip – Any holiday or pleasure or business **trip** within the area of travel shown in **your certificate of insurance**. It must begin and end at **your** home area during the period of

insurance. It does not include one-way **trips**. It must be during the dates on **your certificate of insurance**.

Terrorism – The use or threat of serious violence to advance some kind of cause.

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

Unattended – Not within **your** sight at all times or out of **your** arms-length reach when away from **your accommodation**.

We, us, our – Collinson Insurance.

You, your, yourself – The person who owns the **gadget(s)** as stated on the **certificate of insurance** and is a permanent resident in the United Kingdom.

What we will cover

A. Accidental Damage / Malicious Damage

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

B. Theft

If **your gadget** is **stolen** whilst on **your trip**, **we** will replace it. Where only a part or parts of **your gadget** have been **stolen**, **we** will only replace that part or those specific parts.

C. Accidental Loss

If **you** accidentally or unintentionally lose **your gadget** whilst on **your trip**, **we** will replace it.

D. Breakdown

If **your gadget** suffers electrical **breakdown** whilst on **your trip**, 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 lost or **stolen** whilst on **your trip** 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 £2,000 for any one claim. This includes calls, messages, downloads and data made / used from the time it was **accidentally 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 whilst on **your trip**, **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 **accidentally damaged** at the same time as **your gadget** up to a maximum value of £150.

If **we** replace **your gadget** 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 gadget is not covered for:

1. Theft:

- a) If the **theft** occurs from a motor vehicle where neither **you** nor someone acting on **your** behalf is present, unless the **gadget** was concealed in a locked boot, glove compartment, or other locked internal compartment, with all the vehicle's windows, doors, and security systems closed, locked, and activated. A copy of the receipt for any repairs made following the damage caused in gaining entry to the locked vehicle must be supplied with any claim;
 - b) If the **theft** occurs **unattended** building or premises (including **your accommodation**) 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 for such damage must be supplied with any claim;
 - c) When away from **your accommodation**, or when in **your accommodation** with invited guests 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 place (such as a locked safe, locked locker or closed desk drawer);
 - d) 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;
 - e) Where the **gadget** has been left **unattended** when it is away from **your accommodation** (including being in luggage during transit); or
 - f) Where all available **precautions** have not been taken to prevent **theft**.
2. Loss or damage caused by:
- a) **You** deliberately damaging the **gadget**;
 - b) **You** not following the manufacturer's instructions;
 - c) The use of non-manufacturer approved **accessories**.
3. Repair or other costs for:
- a) Routine servicing, inspection, maintenance or cleaning;
 - b) Loss caused by a manufacturer's defect or recall of the **gadget**;
 - c) Repairs carried out by persons not authorised by **us**;
 - d) Liquid damage to **your gadget** where the event causing the need to claim involved **you** taking **your gadgets** on a boat, other water vessels, or whilst taking part in water activities;
 - e) Wear and tear or gradual deterioration of performance;
 - f) Cosmetic damage of any kind, including scratches, dents and other visible defects that do not affect safety or performance.
4. Any kind of damage whatsoever unless the damaged **gadget** is provided for repair.
5. Any loss of a SIM (subscriber identity module) card.

6. Any expense incurred as a result of not being able to use the **gadget**, or any loss other than the repair or replacement costs of the **gadget** unless relating to unauthorised call/data use for **your** mobile phone up to the maximum value of £2,000.
7. The policy **excess** - if **you** make a claim, an **excess** fee, which is shown on **your certificate of insurance**, applies which must be paid to **us** before **your** claim can be settled.
8. Loss of or damage to **accessories** that were not attached or connected to **your gadget** at the time of the incident.
9. Any claim for a **gadget** where **proof of usage** cannot be provided or evidenced.
10. Any claim for **accidental loss** where the circumstances of the loss cannot be clearly identified, i.e. where **you** are unable to confirm the time and place **you** last had **your gadget**.
11. Any claim for any **gadget** that was purchased as second hand or used, that is not a refurbished **gadget**, sold with a minimum 12 month warranty.
12. Reconnection costs or subscription fees of any kind.
13. War Risk:
Terrorism, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.
14. Nuclear Risk:
Any direct or indirect consequence of irradiation, contamination by nuclear material, or the properties of any radioactive matter or device.
15. Sonic Boom:
Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
16. Loss of Data or Software:
Any loss of or damage to information or data or software contained in or stored on the **gadget** whether arising as a result of a claim paid by this insurance or otherwise.
17. Any indirect loss or damage resulting from the event which caused the claim under this policy.
18. Any liability of whatsoever nature arising from ownership or use of the **gadget**, including any illness or injury resulting from such ownership or use.
19. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.
20. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction.
21. Any claim for any **gadget** which does not meet the **criteria**.
22. Any claim over and above the **limit of liability**.
23. Any claim for loss or damage to **your gadget** whilst in transit with a third party, such as a courier or the postal service.
24. Any claim over the **single article limit** of £1,000.

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.
2. Repairs will take place on **your** return to the UK and 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. Please note that for mobile phones or other small **gadgets**, the cost of posting **your gadget** will be borne by **you**.
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 **gadgets** bought in the UK. Cover automatically extends to include use of the **gadgets** anywhere in the world for **your trip** and is subject to any repairs being carried out in the UK by repairers approved by **us**. No cover is provided for claims where **you** are travelling to a country where the Foreign, Commonwealth and Development Office (FCDO) have advised against all but essential travel. **You** can check the FCDO travel advice at www.gov.uk/foreign-travel-advice.
3. The **gadget(s)** must not be more than 6 years old (18 months if the **gadget** is a laptop), must be purchased in the UK as new, or if refurbished, purchased with a minimum warranty period of 12 months (which **you** may need to evidence), and **you** must be able to provide **evidence of ownership** when it is requested.
Evidence of ownership should include the make, model and IMEI/serial number of the **gadget** and must be in **your** name or, **you** must be in possession of a UK 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. **You** cannot transfer the insurance to someone else or to cover any other **gadget(s)** without **our** written permission.

7. **You** must take all available **precautions** to prevent any loss or damage.
8. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

Cancellation

Your right to change **your** mind (withdrawal period)

You may cancel the insurance, without giving reason, by sending **us** written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents.

On receipt of **your** written notice of cancellation **you** will receive a full refund of all premium paid provided that no claim has been paid by **us** and **you** do not intend to make a claim under this insurance.

If a claim has been made by **you**, **we** will not refund any premium.

If **you** do not exercise **your** right to cancel during the 14-day period, **your** policy will continue as normal.

Cancellation by **you** after the withdrawal period

If **you** wish to cancel **your** insurance after the initial 14-day withdrawal period **you** can do so by writing to:

Explorer Travel Insurance
Suite 9
Chalkwell Lawns
648-656 London Road
Westcliff on Sea
SS0 9HR

or by telephoning **0345 373 0253** or by emailing enquiries@explorerinsurance.co.uk.

If **your trip** has already started, or if a claim has been made by **you**, **we** will not refund any premium. If **your trip** has not yet started, **we** will refund 50% of **your** premium.

If **you** have an annual multi trip policy, **you** will receive a pro rata refund for the unused months, up to a maximum of 50% of the premiums paid.

Claims procedure

1. **You** must:
 - a) register a new claim by visiting **our** online portal - <https://theoxfordclaimscompany.co.uk/make-a-claim/> as soon as possible but ideally within 48 hours of **your** return to the UK.
Alternatively, **you** can call **us** on **01865 745566**. **Our** phone lines are open Monday to Friday 9am to 5pm.
 - b) report the **theft** or **accidental loss** of any **gadget**, within 24 hours of discovery to **your** Airtime Provider and blacklist **your** handset;
 - c) report the **theft** or loss of any **gadgets** to the Police within 48 hours of discovery and obtain a crime reference number in support of a **theft** claim and a lost property number in support of an **accidental loss** claim;

Please note any delay in reporting an incident to the **claim administrators, your** Airtime Provider or the Police may invalidate **your** right to claim under the policy.

- d) provide **us** with details of the claim and any other contract, guarantee, warranty or insurance that may apply to the loss including but not limited to household insurance. Where appropriate a rateable proportion of the claim may be recovered direct from these Insurers.
2. If **we** replace **your gadget(s)** the damaged or lost item becomes **our** property. If it is returned or found **you** must notify **us** and send it to **us** if **we** ask **you** to.
3. There is a policy **excess**, which is shown on **your certificate of insurance**, for all claims which must be paid before **your** claim can be approved.

Please address all claims correspondence to the **claims administrators**:

The Oxford Claims Company
Temple Court Mews
109 Oxford Road
Oxford
OX4 2ER

Email - claims@theoxfordclaimscompany.co.uk

To help **us** improve **our** service **we** may record or monitor telephone calls.

Fraud

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

1. Fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal or any adjustment to **your** policy.
2. Fails to reveal or hides a fact likely to influence the cover **we** provide.
3. Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false.
4. Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false.
5. Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
6. 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.

Complaints

CLAIMS / SERVICE

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should in the first instance contact The Customer Services Director. The contact details are:

Claims Administrators

The Oxford Claims Company
Temple Court Mews
109 Oxford Road
Oxford
OX4 2ER

Email: complaints@theoxfordclaimscompany.co.uk

Telephone: **01865 745566**

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

The **claim administrators** will respond to **your** complaint within four weeks of receiving it. **Our** response will be **our** final decision based on the information provided. If there's a delay in **our** investigations, **we'll** explain the reason and give **you** an estimated timeframe for reaching a decision.

If **your** complaint does not relate to a claim, **you** can contact **us** by either writing to **us** at:

Explorer Travel Insurance
Suite 9
Chalkwell Lawns
648-656 London Road
Westcliff on Sea
SS0 9HR

or by telephoning **0345 373 0253** or by emailing enquiries@explorerinsurance.co.uk.

If they are unable to resolve **your** complaint in this time they will write to advise **you** of progress and will endeavour to resolve **your** complaint within the following four weeks. If, for any reason, **you** are still dissatisfied after receiving their final response letter within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

Financial Ombudsman Service
Exchange Tower, 1 Harbour Exchange Square, London E14 9SR

Tel: 0800 023 4567 - from UK landline
Tel: 0300 123 9123 - from UK mobile

Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Compensation scheme

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning **0207 741 4100**.

Data protection

How we use the information about you

As **your** insurer and a data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. **We** also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for **us** to:

- Meet **our** contractual obligations to **you**;
- Issue **you** this insurance policy;
- Deal with any claims or requests for assistance that **you** may have
- Service **your** policy (including claims and policy administration, payments and other transactions); and, detect, investigate and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed;
- Protect **our** legitimate interests.

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, Bastion Insurance Services Ltd, The Oxford Claims Company, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **our** behalf.

Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.

We will not share **your** information with anyone else unless **you** agree to this, or **we** are required to do this by **our** regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information **we** have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by **us** and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting www.cifas.org.uk/fpn and www.insurancefraudbureau.org/privacy-policy.

Processing your data

Your data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that **you** have with **us**;
- Is in the public or **your** vital interest: or
- For **our** legitimate business interests.

If **we** are not able to rely on the above, **we** will ask for **your** consent to process **your** data.

How we store and protect your information

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process **your** personal information during the period of insurance and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities. **We** also have security measures in place in **our** offices to protect the information that **you** have given **us**.

How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information, please contact **us** by email or letter as shown below:

Email address: data.protection@collinsongroup.com

Postal Address: 5th floor, 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

We want to make sure that **your** personal information is accurate and up to date. **You** may ask **us** to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact **our** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO).

Further information can be found at ico.org.uk/.