

## MOBILE PHONE & GADGET EXTENDED WARRANTY

This insurance is arranged and administered by Bastion Insurance Services Ltd t/a Devicelife, 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

Bastion Insurance Services are authorised and regulated by the Financial Conduct Authority, registration numbers 650727. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register). Bastion Insurance Services Ltd is registered in England & Wales No: 08536306.

## 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 have cover for **breakdown** and extended warranty only for **gadgets**

**Your Gadget** must be in good condition and full working order prior to taking out this policy. If there is evidence that the insured **gadget** was damaged or had broken down, prior to the policy start date your claim will be refused and no premium refund will be due.

## INTRODUCTION

You must read this policy document and the **Schedule of Insurance** together. The **Schedule of Insurance** 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.

In return for the payment of your premium we will provide cover for **breakdown** for your **gadgets** during the **period of cover** as stated in your **Schedule of Insurance**. Cover only begins once the original manufacturer warranty runs out, or if you are insuring a refurbished **gadget/s**, once the retailers warranty period runs out.

Cover under this insurance is subject to the terms, conditions, and limitations shown below or as amended in writing by us.

This is an annual policy that must be paid annually in advance at the point of sale.

### Renewal of your policy

We will provide you 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 or cover.

## DEFINITIONS

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

**Accessories** – means items such as but not limited to, chargers, protective cases, headphones and hands-free devices, below the value of £150, that are used in conjunction with your insured **gadget** 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** - 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

**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, or;
2. Purchased by you as refurbished direct from the Manufacturer or Network Provider in the UK, or;
3. meet the above criteria and were gifted to you as long as you are able to provide a UK Gift receipt, and;
4. Are still within the original manufacturer warranty period for new **gadget(s)** and still within the supplier's guarantee period for refurbished **gadget(s)** when this cover is taken out.

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**.

**Excess** - An amount of £25 that **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.

**Gadget(s)** – the portable electronic **gadget/s** that meet the **Criteria**, are insured by this policy, and shown on **your** Schedule of Insurance.

**Gadgets** include: Mobile Phones, iPhones, iPads, Tablets and Laptops. This policy is not suitable for drones.

**Limit of liability** – The maximum **we** will pay under this policy is limited to the replacement cost of **your** insured **gadget**. Once a **gadget** has been replaced by **us**, all cover for that **gadget** under this policy will end.

**Period of cover** – A period of twelve or twenty four months as stated in **your** **Schedule of Insurance**, starting no earlier than the day after **your** original manufacturer warranty expires, or if **you** are insuring a refurbished **gadget**, the day after the retailer warranty expires.

**Schedule of Insurance** - the document provided to **you** following the purchase of this policy by **you** which includes the details of **your** **gadget** and which confirms your chosen level of insurance cover, **your** **period of cover**, the maximum value of cover under this policy and the **Excess** fee.

**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** **Schedule of Insurance**, by another person with the intention of permanently depriving **you** of it.

**We, us, our** – Inter Partner Assistance SA UK Branch (IPA)

**You, your, yourself** – the person, who is over 18 years old, who owns the **gadget(s)** as stated on the **Schedule of Insurance**.

## WHAT WE WILL COVER

### A. Breakdown

If **your** **gadget** suffers electrical **breakdown** which occurs outside of the manufacturers guarantee period or, if the insured **gadget** is a refurbished **gadget**, outside of the retailers warranty period, **we** will repair it. If **your** **gadget** cannot be economically repaired, it will be replaced.

### B. Accessories

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.

### 2. Accidental Loss.

### 3. Any kind of **Accidental Damage**, including liquid damage,.

### 4. **Breakdown** caused by:

- **you** not following the manufacturer's instructions;
- the use of non-manufacturer approved **accessories**;

### 5. Repair or other costs for:

- routine servicing, inspection, maintenance or cleaning;
- loss caused by a manufacturer's defect or recall of the **gadget** (this will be covered by **your** Manufacturer);
- 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.

6. Intentional act or wilful neglect.
7. Use of an incorrect power charger on the **gadget**, leading to an electrical voltage overload and causing damage to the **gadget**.
8. The repair or replacement of components which were faulty or had suffered a **breakdown** prior to the policy start date of the insurance.
9. Modifications or variations made to the **gadget** that is different to the **gadget's** original manufacture and purpose.
10. Modifying or making the **gadget** comply with legislation, work on the **gadget** that is only required due to legislation changes or making it safely accessible.
11. Defects in external wiring and electrical connection that are not an integral part of the **gadget**.
12. Foreign bodies (unwanted matter that has entered the **gadget**), neglect, wilful abuse or misuse of the **gadget** and any damage caused by the **gadget** being used after any fault became apparent.
13. For **gadget(s)** that includes software: external data carriers, other input devices (scanners, joysticks, mouse devices), other external controllers (if not provided within the product box when purchasing the **gadget**), installing, modifying and upgrading software.
14. For **gadget(s)** with screens: repairs due to pixel failure where the number or location of pixels does not exceed the manufacturer's acceptable limit, marks on the screen, or burned screens.
15. Any claim whatsoever unless the **gadget** is provided for repair / inspection.
16. Any claim for any mobile phone battery unless retaining less than 70% of its original charging capacity. Any mobile phone battery holding less than 70% of its original charging capacity is only covered for a maximum of 36 months after the date of purchase of the new **gadget**. Please note that "used" or "pre-loved" mobile phones are specifically excluded from battery cover under this policy. Batteries in any other type of **gadget**, apart from mobile phones, are excluded from cover.
17. 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** and/or accessories
18. The policy **excess** of £25 for each claim which must be paid before **your** claim can be processed.
19. Reconnection costs or subscription fees of any kind.
20. Any **gadget** that was purchased as second hand or used, that is not a refurbished device that was sold with a minimum of 12 months warranty.
21. 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.
22. Nuclear Risk
- Damage or destruction caused by, contributed to or arising from:
- ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.
23. Sonic Boom
- Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
24. 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.
25. Any indirect loss or damage resulting from the event which caused the claim under this policy.
26. Any liability of whatsoever nature arising from ownership or use of the **gadget**, including any illness or injury resulting from such ownership or use.
27. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.
28. The cost of replacing any **accessories** or consumables including but not limited to: external fuses, batteries, rechargeable batteries, power cells, light bulbs changeable by the user, cables and cable joints, plugs, printer toner or ink cartridges and printer ribbons. **Accessories** will only be covered where **we** are replacing **your** original **gadget**, having accepted **your** claim, and **your** old **accessories** are no longer compatible with the replacement **gadget** being provided to **you**.

## CLAIM SETTLEMENT

1. The intention of this policy is to put **you** back in the same position as immediately prior to the **breakdown**. 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 be carried out using readily available parts. Where possible **we** will use Original parts but in some cases, unbranded parts may be used. This will not affect this **breakdown** and extended warranty policy
3. In the event of a valid claim resulting in the replacement of the **gadget**, this policy will automatically end.
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 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 **gadgets** anywhere in the world for any trip, and is subject to any repairs being carried out in the UK by repairers approved by us.
3. The **gadget(s)** must still be within the original manufacturer warranty period (new gadgets) and within the original supplier's guarantee period (refurbished gadgets) when this cover is taken out, must be purchased in the UK as new, or if refurbished, purchased directly from the manufacturer, 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 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. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

8. **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.

## CANCELLATION

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

**You** may cancel the insurance, without giving reason, by sending us notice within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents. Notice can be sent to: DeviceLife, Temple Court Mews, 109 Oxford Rd, Oxford OX4 2ER, or by telephoning 01865 818928, or by emailing customerservice@devicelife.co.uk

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 sending notice to DeviceLife, Temple Court Mews, 109 Oxford Rd, Oxford OX4 2ER, or by telephoning 01865 818928, or by emailing customerservice@devicelife.co.uk

**We** will cancel **your** cover but will 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 Insurances (Disclosure and Representations) Act 2012.

## CLAIMS PROCEDURE

### 1. **You** must:

- notify the **claim administrators** on 0345 074 4828 or by emailing [gadgetclaims@davies-group.com](mailto:gadgetclaims@davies-group.com). as soon as possible but ideally within 48 hours of the discovery of any incident likely to give rise to a claim under this insurance. If the incident happened outside of the UK, please notify the **claim administrators** within 48 hours of **your** return to the UK;
- 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; and
- return **your evidence of ownership** to the **claim administrators** within 30 days of the incident date along with any other requested information.

2. If **we** replace **your gadget(s)** the damaged **gadget** becomes **our** property.

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

This policy is administered by DeviceLife on behalf of the UK Branch of Inter Partner Assistance

Please address all claims correspondence to the **Claims Administrators**:

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

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

## 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

Complaints regarding:

### SALE OF THE POLICY

Please contact DeviceLife who arranged this insurance on **your** behalf. **You** can get in touch on 01865 818928.co.uk or [customerservice@devicelife.co.uk](mailto:customerservice@devicelife.co.uk)

Complaints regarding:

## 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

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

Email: [gadgetcomplaints@davies-group.com](mailto:gadgetcomplaints@davies-group.com)

Telephone: **0345 074 4788**

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

The **claim administrators** will make every effort to resolve **your** complaint immediately. If they cannot resolve **your** complaint by the end of the next working day they will acknowledge **your** complaint within 5 days of receipt and will do their best to resolve the problem within four weeks by sending **you** a final response letter.

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 **you** are still dissatisfied after receiving their final response letter **you** may refer **your** complaint to the Financial Ombudsman Service at the following address:

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.

## 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 **device** 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 **device** 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

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.