

MANDEVILLE MOBILE PHONE INSURANCE

POLICY WORDING

About Your Insurance

This insurance is underwritten by Bastion Insurance Company Limited. Bastion Insurance Company Limited is registered 4th Floor, Development House, St Anne Street, Floriana, FRN9010, Malta and is authorised and regulated in Malta by the Malta Financial Services Authority and is permitted to issue policies in the UK by the UK Financial Conduct Authority under FCA number 446703. Bastion Insurance Company Limited (C-37545) is authorised by the Malta Financial Services Authority to carry on General Business of Insurance under the Insurance Business Act, 1998.

This insurance is provided free as part of the **MPB** scheme provided through a salary sacrifice scheme via **Your** employer.

This policy document and the Certificate of Insurance should be read as one document and together form the contract between **You** and **Us**. Please keep these documents together in a safe place.

Provided **Your** premium is paid through a salary sacrifice scheme arranged by **Your** employer and **You** adhere to the terms and conditions of **Your** policy, **We** will pay the agreed benefit in the event of a successful claim subject to the terms, definitions, exclusions and conditions specified in your documents.

It is important **You** read the documents carefully to make sure they meet **Your** needs. Please also check **Your** Certificate of Insurance carefully to make sure the information **You** or **Your** employer have given **Us** are correct.

You must tell **Your Administrator** if any information is wrong, or if it changes. **You** have a responsibility to take reasonable care not to make a misrepresentation, should **You** be careless in answering the questions required to obtain a quotation and subsequently take out cover, or deliberately make a misrepresentation then it may be that this affects **Our** decision to pay a claim in part or not at all.

If any of the information **You** or **Your** employer have provided to **Us** and **We** have recorded is incorrect, or if **You** have got any questions about this policy **You** should refer to **Your Administrator**.

The level of cover and benefits **You** are entitled to will be shown on **Your** Certificate of Insurance.

Statement of Demands and Needs

This policy is designed for people who wish to cover the costs of repair or replacement should the item breakdown outside of the manufacturers' warranty, be damaged, lost or stolen.

1. THE INSURANCE

Theft, Loss and Accidental Damage Cover

You are covered against the repair or replacement cost of **Your Telephone** if it is stolen, lost or accidentally damaged whilst in **Your** possession and **Mobile Wallet Protection** during the Period of Insurance.

The **Limit of Liability** of the **Insurer** in respect of any one claim will be the replacement cost of the **Telephone** and in any event shall not exceed a total claim cost up to a maximum of £1000.00 including VAT. Subject to there being no more than two valid claims within the Period of Insurance.

2. DEFINITIONS

The words or phrases described below shall have the following meaning wherever used in this Certificate.

Accidental Damage - Means any sudden and unforeseen damage, including water damage, caused to the **Telephone** which was not deliberately caused by **You**.

Administrator - Means Trent-Services (Administration) Ltd, Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD, Tel: 01285 626020, Email: admin@trent-services.co.uk, Trent-Services (Administration) Ltd is authorised and regulated by the Financial Conduct Authority under reference: 315285.

Breakdown - The actual breaking or burning out of any part of **Your Telephone** whilst in ordinary use arising from internal electronic, electrical or mechanical defects in the **Telephone** causing sudden stoppage of the function thereof and necessitating immediate repair before it can resume normal operation.

Insurer, We, Us, Our – Means Bastion Insurance Company Limited.

Limit of Liability - The liability of the **Insurer** in respect of any one claim will be the replacement cost of the **Telephone** and in any event shall not exceed a total claim cost up to a maximum of £1000.00 including VAT. Subject to no more than two valid claims within the Period of Insurance. Should **Your** original **Telephone** no longer be available, the **Insurer** will replace it with the nearest functionally equivalent model.

Loss - Means the **Telephone** has been accidentally left by **You** in a location and **You** are permanently deprived of its use.

Mobile Wallet Protection - The cost of unauthorised transactions made from **Your** Credit/Debit card via **Your Telephone** using an eWallet facility, whilst not barred by **Your** bank or card provider or **Your** network within 12 hours of discovering the **Theft** or **Loss** of **Your Telephone** subject to a valid claim for **Theft** or **Loss** is valid.

Period of Insurance - The Insurance commences at the time of purchase for a period of 24 months as stated on **Your** certificate schedule.

MPB – Means the Mobile Phone Benefits Scheme which provides **Telephones** through a salary sacrifice scheme via **Your** employer.

Telephone - **Your** registered hand-held portable cellular **Telephone** excluding accessories supplied to **You** by **Your** employer through **MPB** and as stated on the certificate schedule.

Territorial Limits – Means England, Wales, Scotland and Northern Ireland and worldwide for a maximum of 90 days during the Period of Insurance.

Theft - The unauthorised dishonest appropriation or attempted appropriation of the **Telephone** by another person with the intention of permanently depriving **You** of it.

You/Your - Means the person as named in the certificate schedule.

3. EXCLUSIONS

This Certificate does not cover:

- The first £50 of each and every claim
- Any **Theft** unless accompanied by a Crime Reference number or in the event of a **Loss**, a Lost Property number in support of a **Loss**
- Any claim involving **Theft** unless reported to the appropriate local Police authorities and the Network within 24 hours of discovering the incident
- **Theft** from an unattended vehicle unless the **Telephone** is completely hidden from view within a glove compartment or boot within a fully locked and secured vehicle and violent and forcible entry to the vehicle has been used. A copy of the repairer's account for such damage to the vehicle must be submitted with any claim hereunder
- **Theft** of the **Telephone** from an unoccupied premises unless there is evidence of violent and forcible entry to the premises
- **Theft** of the **Telephone** left unattended in a public place or a place to which the public has regular access.
- **Theft** of the **Telephone** from the person unless force, pickpocket or threat of violence is used

- Any claim for **Mobile Wallet Protection** unless reported to **Your** bank or card provider, or **Your** network within 12 hours of discovering the **Theft** or **Loss**.
- **Theft** or **Loss** where the **Telephone** has been left unattended in a public place.
- **Loss** or **Theft** where reasonable precautions have not been taken.
- Any more than two valid claims within the **Period of Insurance** for **Accidental Damage** and any more than one valid claim in the event of **Theft** or **Loss**.
- Any claim arising from abuse, misuse or neglect.
- Cost of any calls made from **Your Telephone**.
- Wear and tear or gradual deterioration of **Telephone** performance.
- Routine maintenance, adjustment, modification or servicing.
- The VAT element of any claim if **You** are registered for VAT
- **Theft, Loss** or **Accidental Damage** to the **Telephone** whilst in the possession of or on loan to any third party.
- **Theft, Loss** or **Accidental Damage** to any additional equipment or accessories including but not limited to carrying cases, battery chargers, hands-free mounting kit, cameras or external antennae.
- Damage to or malfunction of the **Telephone** caused by or attributed to the operation of a software virus or any other software based malfunction.
- **Theft** of SIM or PCIMA cards other than in respect of valid **Theft** claims where **Your** card was stolen with the **Telephone**.
- Any **Breakdown** whatsoever
- Any claim outside of the Territorial Limits
- Any other costs that are caused by the event which led to **Your** claim, unless specifically stated in this Certificate.

4. GENERAL EXCLUSIONS

In addition the **We** shall not be liable for and nor shall claims be paid for:

- Any legal liability directly or indirectly caused by or contributed to or Arising from:
 - a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Any **Loss** or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or Usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- Any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

5. GENERAL CONDITIONS

Cancellation

You cannot cancel this contract as it is provided through a salary sacrifice scheme (**MPB**) arranged by **Your** employer. If **Your** policy is cancelled no refund of premium will be made as **You** have not paid for this insurance. **We** may cancel this certificate by sending 14 days notice by recorded delivery to **You** at **Your** last known address. If **We** do cancel this certificate no refund will be given as **You** have not paid for this insurance.

Replacement Equipment

Should **We** replace **Your Telephone** with a new **Telephone** the **Insurer** will consider transferring the benefit of the insurance. The benefit will be transferred from the date confirmed by the **Administrator**.

Reasonable Precautions

You are required to take all reasonable precautions at all times to protect the **Telephone** against **Theft** or damage.

Fraud

If **You** make a claim, it may prejudice such claim if any information **You** supply is false, fraudulent or otherwise incorrect.

Claims

In the event of any incident which may give rise to a claim, **You** must follow the Claims Procedure detailed below.

Law

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this Insurance shall be subject to English Law.

CLAIMS PROCEDURE

IMPORTANT: IF **YOU** ARE NOT IN POSSESSION OF THE **TELEPHONE**, CONTACT **YOUR** AIRTIME PROVIDER WITHIN 24 HOURS OF DISCOVERING THE INCIDENT TO PLACE A CALL BAR ON THE **TELEPHONE**.

Please comply with the following procedures to obtain authorisation with the minimum delay. Failure to observe these procedures will invalidate **Your** claim.

Theft Claims

Notify the appropriate local Police authority within 24 hours of discovering the incident and obtain a Crime reference number and a copy of the Police Crime report. For all claims (including **Theft**):

Contact the **Administrator** on 01285 626020 within 14 days of discovering the incident (or in the event of an incident occurring outside of the United Kingdom, within 14 days of returning to the United Kingdom). **You** will be sent a claim form. Complete the claim form FULLY and return to the **Administrator** in accordance with their instructions, and in any event within 30 days of notifying the claim together with any requested supporting documentation including:

- Police Crime Reference Number
- Any other requested documentation.
- Proof of forcible entry

The **Administrator** will assess **Your** claim, and providing **Your** claim is valid, will authorise the repair or replacement of the **Telephone** as appropriate.

DATA PROTECTION

We act as the Data Controller. How **We** use and look after the personal information is set out below.

Information may be used by **Us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing of **Your** personal information is that it is necessary for **Us** to process **Your** personal information to enable administration and servicing of **Your** policy of insurance, including any claim **You** may submit to **Us**. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

What we process and share

The personal data **You** have provided, we have collected from **You**, or we have received from third parties may include **Your**:

- Name, date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **Your** computer or other internet connected device including **Your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **You** have provided in support of **Your** insurance claim.

We may receive information about **You** from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (with regards to incidents) and solicitors, appointed representatives.
- Directly from **You**.

We will not pass **Your** information to any third parties except to enable **Us** to process your claim, prevent fraud and comply with legal and regulatory requirements; in which case **We** may need to share **Your** information with the following third parties within the European Union:

- Solicitors or other appointed representatives.
- Underwriters, Insurers, Reinsurers, Regulators and Authorised/Statutory Bodies.
- Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **Our**, or **Your** behalf.

We will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

Data Retention

We will hold **Your** details for up to seven years after the expiry of **Your** policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include **Your** rights to:

- Object to **Our** processing of **Your** personal data.
- Request that **Your** personal data is erased or corrected.
- Request access to **Your** personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, United Kingdom, Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate), Email: casework@ico.org.uk

You can request to see what data **We** hold on **You**.

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You** please contact **Us**.

PREMIUMS AND CLAIMS – YOUR RIGHTS

When handling premium payments from **You** that are due to the **Insurers** and when handling any claim **You** make, the **Administrator** acts as an authorised agent of the **Insurers**. This means that when **You** pay a premium to the **Administrator** it is deemed to have been received by the **Insurers** and that any valid claim **You** make is not deemed to have been settled by the **Insurers** until **You** have actually received a repaired or replacement phone.

6. COMPLAINTS

We aim to provide a first-class service. If **You** have any cause to complain, or **You** feel that **We** have not kept **Our** promise, please follow the procedures below:

- (a) For complaints relating to the selling of this insurance please contact the sales agent from which this insurance was purchased. When **You** do this quote **Your** policy number, which is on **Your** schedule.
- (b) For complaints relating to the administration or claims handling of this insurance please contact the **Administrator**, Trent- Services (Administration) Limited, Trent House, Love Lane, Cirencester, GL7 1XD, Tel: 01285 626 020, Email: admin@trent-services.co.uk, When **You** do this quote **Your** policy number, which is on **Your** schedule.

In any of these instances if **You** wish to provide written details please head **Your** letter “Complaint” and give **Your** full name, address, postcode and **Your** contact **Telephone** number. Quote the type of policy and policy and or claim number and explain clearly and concisely the reason(s) for **Your** complaint. Please send the letter to the person dealing with **Your** complaint along with a requested material.

If **You** still remain dissatisfied after following the above procedures in full, **You** can ask the Financial ombudsman Service to review **Your** case: Financial ombudsman Service, Exchange Tower, London E14 9SR. Tel: 0800 0234567, Email Complaint.info@financial-ombudsman.org.uk, Web: <http://financial-ombudsman.org.uk/contact/>.

You have the right to refer **Your** complaint to the FOS, free of charge, but **You** must do so within six months of the date of **Our** final response letter.

If **You** do not refer **Your** complaint in time, the ombudsman will not have **Our** permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. For example, if the ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial ombudsman Service cannot consider **Your** complaint if it is:

- Less than eight Weeks after receipt of the complaint by the sales agent or **Administrator**, or;
- More than six months after the date on which the sales agent or **Administrator** provided the final response advising that **You** may refer **Your** complaint to the Financial ombudsman Service, or;
- More than six years after the event complained of or more than three years from the date on which **You** became aware that **You** had cause for complaint unless **You** have already referred the complaint to the sales agent or **Administrator**.

Referring a complaint to the FOS is an alternative form of dispute resolution. It does not affect **Your** right to take legal action.

The EU Online Dispute Resolution Platform

The European Union offers an online Dispute Resolution Platform which may assist some customers with a complaint, **You** can access this Platform at: <http://ec.europa.eu/consumers/odr>

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. Whether or not **You** are able to claim and how much **You** may be entitled to will depend on the specific circumstances at the time. For further information about the scheme please contact the FSCS at www.fscs.org.uk or call them on 0800 678 1100.