

MANDEVILLE COMPUTER AND GAMES CONSOLES 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 salary sacrifice scheme arranged via **Your** employer. This policy wording and **Your** Certificate is evidence of a contract of insurance and will only become effective when **We** have received details of **Your Computer** or **Games Console** from **You** or **Your** employer. This policy is not valid without the Certificate Schedule which includes the unique details of the **Computer** or **Games Console** insured.

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 their item be accidentally damaged.

1. THE INSURANCE

Accidental Damage Cover

If the **Computer** or **Games Console** suffers **Accidental Damage** during the **Period of Insurance**, whilst within the **Geographical Limits**, **We** will indemnify **You**, up to the **Sum Insured**, for either the cost of parts and labour to repair it, or if it is not repairable **We** will at **Our** option replace the **Computer** or **Games Console** with a **Computer** or **Games Console** of the equivalent general, specification and age.

2. DEFINITIONS

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

Accessories - Includes but is not limited to controllers, cameras, driving wheels, battery packs, adapters, head sets, gaming chairs, battery chargers, dongles or external antennae.

Accidental Damage - Means any sudden and unforeseen damage, including fire and water damage, caused to the **Computer** or **Games Console** which was not deliberately caused by **You**.

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

Component(s) - Means any mechanical, electrical or electronic part, which forms part of the **Computer's** or **Games Console's** original specification, insured under this certificate as defined on the certificate schedule but excluding **accessories**.

Computer - Means a registered desktop computer, a portable lightweight personal computer or tablet supplied to **You** by **Your** employer through a salary sacrifice scheme and as stated on the certificate schedule.

Computer or **Games Console Virus** - Is a self-replicating program that spreads by inserting copies of itself into other executable code or documents, that is loaded onto **Your Computer** or **Games Console** without **Your** knowledge and runs against **Your** wishes.

Games Console - Means an electronic device used for playing video games on the screen of a television to which it is connected as supplied to **You** by **Your** employer through a salary sacrifice scheme and as stated on the certificate schedule.

Geographical Limits – Means England, Wales, Scotland and Northern Ireland and where **Your Computer** or **Games Console** is portable shall be extended to include worldwide for a period of up to a maximum of 90 days during the **Period of Insurance**.

Immediate Family - Means **Your** spouse or partner, children, brothers, sisters and parents who permanently reside at the address shown in the certificate schedule.

Indemnity/Indemnify - Means if **We** pay to have **Components** on the **Computer** or **Games Console** replaced or repaired resulting in the **Computer** or **Games Console** being in a better condition than it was before the **Accidental Damage**, **You** may be required to pay a contribution towards the cost, or **We** may at **Our** option use reconditioned **Components**.

Period of Insurance - Means the dates shown on the certificate schedule.

Repairer - Means any full-time business providing a computer or **Games Console** repair service authorised by **Us**.

Sum Insured - Means the maximum amount that can be claimed in total during the **Period of Insurance**. This is limited to the total amount advanced under the salary sacrifice certified order agreement, as stated on the certificate schedule.

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

Wear and Tear - Means the gradual deterioration associated with normal use and age of the **Computer** or **Games Console** and its **Components**.

You/Your/Yourself - Means the person as named in the certificate schedule or a member of their immediate family.

3. EXCLUSIONS

This Certificate does not cover:

- The first £25 of each and every claim where the total amount advanced under **Your** order agreement does not exceed £1,500 or £85 in all other cases.
- Theft, loss or breakdown of the **Computer** or **Games Console**.
- Damage to the **Computer** or **Games Console** that is not suitably stored or packed whilst in transit.
- Damage to the **Computer** or **Games Console** whilst on hire or loan to any third party.
- Malicious damage unless caused by a third party unknown to **You**.

- Repair or replacement of Bluetooth, wireless modem, LAN or other connectivity devices not supplied as part of the **Computer** or **Games Console** .
- Any item not included on the certificate schedule.
- Any additional equipment or **accessories** including but not limited to carrying cases, controllers battery chargers, dongles or external antennae.
- Loss of use of the **Computer** or **Games Console** or any other costs that are caused by the event which led to **Your** claim, unless specifically stated in this certificate.
- **Accidental Damage** arising outside of the **Geographical Limits**.
- Costs recoverable from any party under the terms of any guarantee or warranty (or which would be recoverable but for the act or omission of **You**).
- Any reduced performance or efficiency of the **Computer** or **Games Console**.
- Any costs incurred either by or in the process of installing the **Computer** or **Games Console** or in subsequently relocating it.
- Any associated charges levied by any provider to **You**.
- Repairs and maintenance carried out by anyone other than a **Repairer** nominated by the **Administrator** and accepted by **Us**.
- Any costs relating to software, data changes or solar flare.
- Any costs incurred where it is found that the **Computer** or **Games Console** is functioning normally or where no fault or damage is found and the **Computer** or **Games Console** has not suffered **Accidental Damage**.
- **Accidental Damage** caused by negligence, abuse or misuse in respect of the **Computer** or **Games Console** including but not limited to:
 - Failure to use or site the **Computer** or **Games Console** in accordance with manufacturers' instructions and failure to follow maintenance recommendations;
 - The use of accessories or **Computer** or **Games Console** not approved by the manufacturer or incorrect connections of signal leads or application of incorrect electrical supply;
 - Faulty software or programming or electrical power surge or fluctuation.
- The cost of remedying or making good solely due to :
 - **Wear and Tear**, mechanical breakdown, gradual deterioration or oxidation;
 - Gradually developing defects, cracks, flaws or fractures;
 - Scratching or chipping of any surfaces or cosmetic damage.
- The cost of maintenance, overhaul or modification or damage resulting from maintenance, overhaul or modification.
- Loss of or damage to data carrying material.
- This certificate does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any **Computer** or **Games Console Virus** or similar mechanism or as a result of any failure of the Internet, or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- External data carrying materials and any computer program or data information recorded thereon.
- The costs of rectifying programming errors or design defects in software.
- Any expenditure in consequence of the use by **You** of software in respect of which development has not been finalised or which has not passed all testing procedures or which has not been successfully proven.
- Any expenditure in consequence of failure to comply with manufacturer's recommendations relating to storage of computer media.
- The value to **You** of data stored on the Computer.

4. GENERAL EXCLUSIONS

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

1. 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.

2. 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.
3. Any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

5. GENERAL CONDITIONS

You must comply with the following instructions to have the full protection of **Your** certificate. If **You** do not comply with them, **We** may at **Our** option cancel the certificate, refuse to deal with **Your** claim, or reduce the amount of the claims payment.

The observance and fulfilment of the conditions of the certificate by **You** insofar as they relate to anything to be done or observed by **You** shall be a condition precedent to any liability hereunder.

Please note: We do not accept responsibility for faults in workmanship or materials, or any claims which occur due to repairs paid for by **Us** on **Your** behalf. It is **Your** responsibility to meet any charges in excess of, or rejected as not being **Our** liability.

You must take all reasonable steps to prevent **Accidental Damage** to the **Computer** or **Games Console**, or memory including but not limited to:

- keeping the **Computer** or **Games Console** in a proper state of maintenance and repair;
- using the **Computer** or **Games Console** in accordance with manufacturer's instructions and maintenance recommendations.

1. Duty of care

The cause of any warning light, text box or other warning indicator must be rectified as soon as is possible following the indication. The **Computer** or **Games Console** must not be operated after any **Accidental Damage** or incident if this could cause further damage to **Computer** or **Games Console**.

2. Fraud

You must not act in a fraudulent manner.

If **You**, or anyone acting for **You**:

- make a claim under the certificate knowing the claim to be false, or fraudulently exaggerated, in any respect, or
- make a statement in support of a claim, knowing the statement to be false in any respect, or
- submit a document in support of a claim, knowing the document to be forged or false in any respect, or
- make a claim in respect of any loss or damage caused by **Your** wilful act, or with **Your** connivance,

Then **We**:

- will not pay the claim;
- will not pay any other claim which has been made or will be made under the certificate;
- will declare the certificate void;
- will be entitled to recover from **You** the amount of any claim already paid under the certificate;
- will not make any return of premium;
- may inform the police of the circumstances.

3. Cancellation

You cannot cancel this contract as it is provided through a salary sacrifice scheme 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.

4. Duty of disclosure

The certificate has been issued based upon information, which **You** have given to **Us** about **Yourself**, and **Your Computer** or **Games Console**. **You** have a duty to tell **Us** immediately of any changes to this information in

particular any of the following: change of address, failure to do so may invalidate **Your** cover under this certificate. **We** will then advise **You** of any changes in terms.

5. The law applicable to this contract

You are free to choose the law applicable to this contract. **Your** certificate will be governed by the English Law with exclusive jurisdiction to the Courts of England and Wales unless **You** and **We** have agreed otherwise.

6. Legal rights

This insurance is in addition to **Your** legal rights and is not to be substituted for the suppliers liability if the **Computer** or **Games Console** is found to be unfit for the purpose for which it was intended, or is not as described or is not of satisfactory quality.

We may take such proceedings as **We** think fit in **Your** name to enforce any rights and remedies against or obtain relief or Indemnity from other parties to which **We** shall be or may become entitled or subrogated under this certificate and **You** will at **Our** request and expense do and concur in doing and permit to be done such acts as may be reasonably required by **Us** for that purpose.

If, at the time of **Accidental Damage** to the Computer or **Games Console**, any other insurance covers the same, **We** shall not be liable to pay or contribute more than **Our** proportions of Indemnity for such **Accidental Damage**.

Our liability under this certificate for any **Period of Insurance** shall be conditional upon payment in advance of the appropriate premium that is paid through a salary sacrifice scheme arranged by your employer due for that period.

CLAIMS CONDITIONS AND PROCEDURES

You must comply with the following instructions to have the full protection of **Your** certificate. If **You** do not comply with them, **We** may at **Our** option cancel the certificate, refuse to deal with **Your** claim, or reduce the amount of the claims payment.

If **Accidental Damage** occurs please help the **Administrator** by reporting **Your** claim according to the following procedure.

1. Prevent further damage

In the event of **Accidental Damage** or operation of a warning hazard light or text box, **You** must not operate the insured Computer further if it would cause additional damage to do so.

2. Contact the Administrator

All claims MUST be reported to the **Administrator** on 01285 626020 as soon as reasonably possible but in any event within 14 days of becoming aware of the damage (or in the event of damage 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 the following supporting documentation:

- **Your** certificate number and **Computer** or **Games Console** details;
- The cause of the damage;
- Any other documentation as requested by the **Administrator** in support of **Your** claim.

If the claim is covered by the certificate, authorisation will be given by the **Administrator** for the assessment of the **Accidental Damage**. The **Administrator** will provide **You** with details of the Repairer to whom the **Computer** or **Games Console** should be couriered to, this will need to be arranged at **Your** own cost.

Should **You** decide to give permission to a repairer to commence work, without obtaining authorisation from the **Administrator**, **You** do so in the full knowledge that **We** reserve the right not to meet **Your** claim because **You** have denied **Us Our** right under this certificate to agree cover, inspect the **Computer** or **Games Console** and manage costs prior to its repair.

3. Use of an Engineer

At notification of any claim, or following receipt of the estimate, the Administrator reserves the right to:

- Instruct an independent Engineer to inspect **Your Computer** or **Games Console** before authorising any claim; or
- Inspect any components which have been removed, together with any original documentation, within one calendar month after any repair or replacement has been authorised or carried out.

When this right is exercised **We** shall have no liability for any loss to **You** arising from any possible delay. Any decision on liability will be withheld until this report is received.

4. Salvage

We shall be entitled to take and keep possession of any damaged and replaced **Components** and/or **Computer** or **Games Console** and to deal with the salvage in a reasonable manner. No property may be abandoned to **Us**.

5. Contribution and Indemnity

In the event of **Accidental Damage** to the **Computer** or **Games Console** for which a claim is admitted under this certificate the basis upon which the amount payable is to be calculated shall be:

- a) The cost of repair or replacement of the damaged part of the **Computer** or **Games Console** to a condition equal to but not better or more extensive than its condition when new. When replacement parts are not available from the manufacturers or their agents **Our** liability shall be limited to the cost of an equivalent repair to similar **Computer** or **Games Console** of current manufacture.
- b) Where the **Computer** or **Games Console** is, in **Our** opinion, damaged beyond repair we will at **Our** option replace the **Computer** or **Games Console** with a **Computer** or **Games Console** of the equivalent general, specification. **Our** liability in respect of any one loss or series of losses arising out of any one occurrence is limited to the amount shown in the certificate schedule.

6. When the **Computer** has been repaired If **You** are aware, or believe, that the repair is not satisfactory advise the **Administrator** immediately.

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, Wycliff 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**.

SAFEGUARDING CLAIM PAYMENTS

Claims payments due to **You** from the **Insurers** will be held by the **Administrator**. In this capacity the **Administrator** acts as an authorised agent of the **Insurers**. This means that any claim payment is not deemed to have been paid by the Insurers until **You** have actually received it.

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.