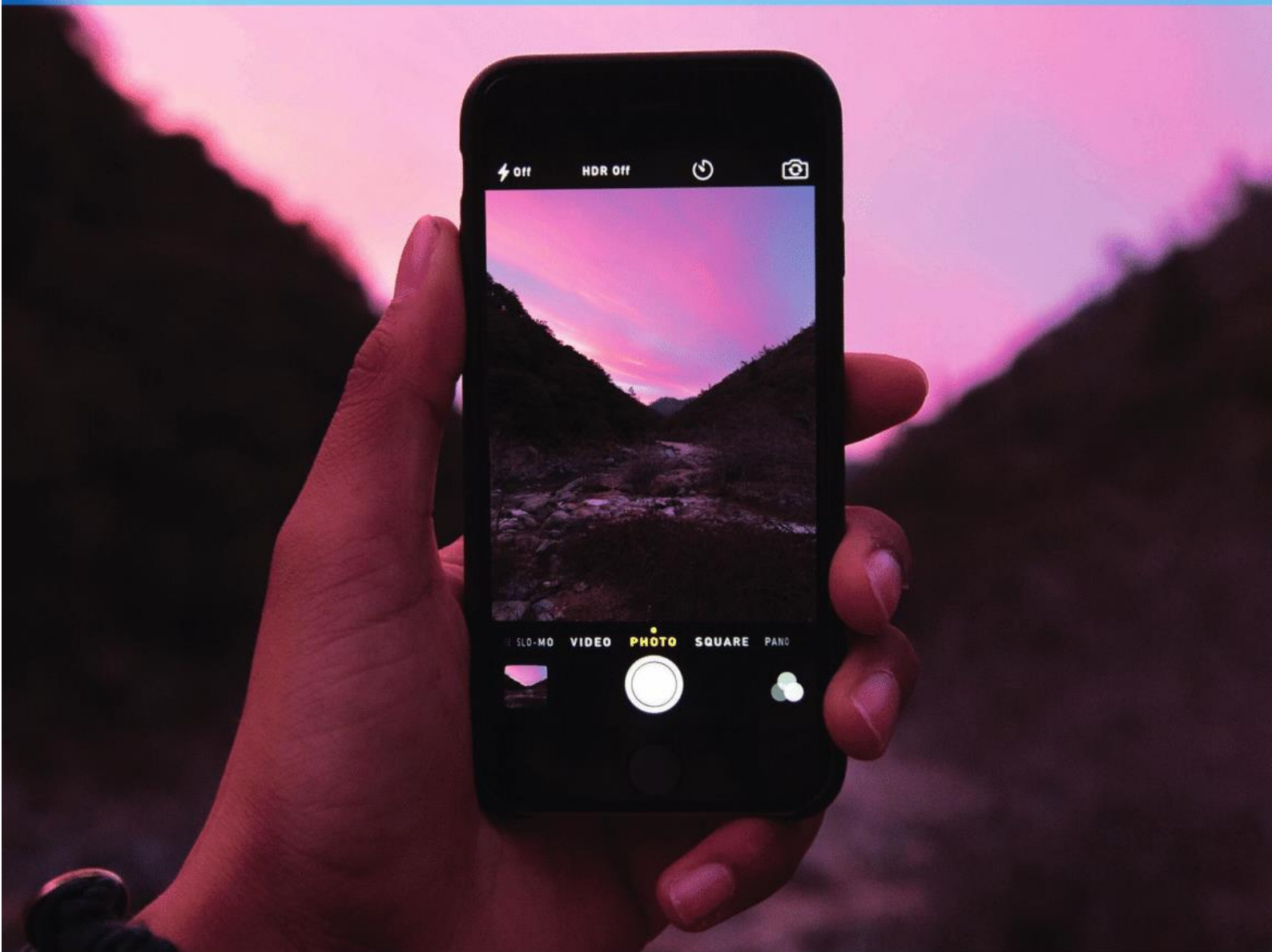


# BrokerSure

insurance brokers

Your gadget insurance



travel  
aware  
[gov.uk/travelaware](http://gov.uk/travelaware)

- ★ Bronze cover
- ★ Silver cover
- ★ Gold cover

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## SECTION 1 – INTRODUCTION

### About Your Insurance

Welcome to **your** Trip Gadget Insurance Policy Document.

This insurance is designed to protect **you** when **you** are on **holiday** if a **gadget** is accidentally damaged, stolen, or suffers a mechanical or electrical breakdown outside of the manufacturer's guarantee or warranty period. Please Note: This insurance does not cover accidental loss of **your gadget**.

- This insurance was arranged by Brokersure, who is also the policy administrator. Brokersure is a trading name of Brokersure Ltd who are authorised and regulated by the Financial Conduct Authority (FCA 501719). Brokersure is referred to as the **agent** in this Policy Document. **You** can contact Brokersure by writing to: Digital House, Threshelfords Business Park, Feering, Colchester, Essex, CO5 9SE, or by phone on 0330 880 3605 or by emailing enquiries@brokersure.com. Phone lines are open Monday to Friday 8.30am to 6pm, Saturdays 8.30am to 5pm and Sundays 10.00am to 3pm.
- The insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited. Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Lloyd's Syndicate 4444 is referred to as "**we**", "**us**" and "**our**" in this Policy Document.
- Claims are handled by Davies Managed Systems Limited on **our** behalf. Davies Managed Systems Limited is referred to as the **claims administrator** in this Policy Document.

There are three levels of cover under this insurance. An additional premium is payable by **you** for "Bronze Cover", "Silver Cover" and "Gold Cover". Under each level of cover a different number of **gadgets** are covered and there are different maximum benefits payable for the repair or replacement of **gadgets**. Full details are shown in the Table of Benefits on page 6 of this Policy Document and the level of cover chosen by **you** is shown on the **Policy Schedule**.

Please take time to read the "Important Information" section on pages 4 - 5 of this Policy Document. It tells **you** about things **you** need to check and the actions **you** need to take. It also contains details of the amount **you** must contribute when **you** make a claim for accidental damage, theft or breakdown, when and where cover is provided, and which **gadgets you** can insure.

Some words and phrases in this Policy Document and in **your Policy Schedule** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold**. They are all listed and explained in the "Definitions" section which can be found on pages 16-17 of this Policy Document.

**Your** insurance covers **you** only whilst **you** are on **holiday**. **You** have chosen cover either for a single trip, or for any number of trips under an annual multi trip travel insurance policy arranged by the **agent**. **Your** insurance begins on the **start date** and finishes on the **end date**. These dates are stated on **your Policy Schedule**.

All insurance documents and all communications with **you** about this policy will be in English.

Please contact **your agent** if **you** need any documents to be made available in braille and/or large print and/or in audio format. Their contact details are shown above.

### How to Make a Claim

As soon as possible, and in any event within 14 days of **you** becoming aware of an incident, call Davies Managed Systems Limited on 0344 856 2181 (calls to 03 numbers cost no more than a national rate call to a 01 or 02 number). Lines are open between 8am and 5.30pm Monday to Friday (excluding bank holidays). Alternatively, please send an email to [newclaims.avid@davies-group.com](mailto:newclaims.avid@davies-group.com) or write to: Davies Managed Systems Limited, Telecom House, Trinity Street, Stoke-on-Trent, Staffordshire ST1 5NA.

### The Insurance Contract

This Policy Document and **your Policy Schedule** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Document carefully along with **your Policy Schedule** so **you** can be sure of the cover provided and to check that it meets **your** needs.

This Policy Document and **your Policy Schedule** are issued to **you** by Avid Insurance Services Limited in its capacity as **our** agent under contract reference B6839EW00220. In exchange for payment of the premium referenced in **your Policy Schedule**, **you** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.



Signed by Stephen Gibson

Authorised signatory of Avid Insurance Services Limited  
20 St Dunstan's Hill, London, EC3R 8HL

## SECTION 2 - IMPORTANT INFORMATION

It is important that:

- **You** check **your Policy Schedule** to ensure the details are correct and that the cover is as **you** requested;
- **You** check that **you** are eligible for this insurance (see “Eligibility” below);
- **You** check the information **you** have given **us** is accurate (see “Disclosure of Important Information” below);
- **You** notify **your** agent as soon as possible of any inaccuracies on **your Policy Schedule**, or if **you** are not eligible for the insurance; and
- **You** comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.
- **You** register all eligible **gadgets you** require to be covered with **your** agent prior to **your holiday** and the **gadgets** covered are shown on **your policy schedule**.

### Claims Conditions

There are conditions which relating to making a claim under this policy, and these can be found in the “Making a Claim” section on page 10. If **you** do not meet these conditions, **we** may reject a claim payment or a claim payment could be reduced.

### When And Where Cover Is Provided

Cover under this policy is only provided whilst **you** are on **holiday**. Under this policy, a **holiday** means the following:

A trip lasting no more than 90 days, which commences when **you** leave **your home** for an overseas destination and ends when **you** return to **your home**. The trip must:

- a) be to a destination outside of the **UK** and the Isle of Man; and
- b) not be to or involve passing through any of the following destinations: Afghanistan, Belarus, Cuba, Congo, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Sudan, Syria or Zimbabwe; and
- c) not be to any country or region to which the British Foreign & Commonwealth Office (FCO) has advised against all but essential travel.

### Which Gadgets You Can Insure

#### Important Note

**You** must register any **gadget(s)** **you** wish to insure with the **agent** prior to **your holiday**. If **you** do not do so, **we** will not provide any cover under this insurance.

Any **gadget(s)** that **you** insure under this policy must have been purchased by **you** new and in full working order, as confirmed by the **evidence of ownership**. The **gadget** cannot have been purchased by anyone on the **holiday** other than **you**. The **gadget(s)** cannot have been purchased outside the **UK** or the Isle of Man or have been purchased second hand, at auction or from an online auction website.

Any **gadget(s)** **you** insure must also be less than 3 years old at the date **your** policy is purchased and must have been manufactured to a **UK** specification.

If **your gadget** is a **mobile phone**, it must be fitted with an active, functioning SIM card at the policy **start date**. It is also a requirement that **you** provide **evidence of usage** in the event of a claim. Please see the definition of **evidence of usage** on page 16 of this Policy Document.

No cover is provided for Drones.

## Policy Excess

**You** must pay the first £50 of any claim for accidental damage, theft or breakdown. If **your** claim relates to more than one **gadget**, **you** will only have to pay one **excess**.

## Adding, Replacing or Removing a Gadget

Please contact **your** agent if **you** want to add, replace or remove a **gadget**. Their contact details are shown on page 2 of this Policy Document.

## Information You Give Us

### Eligibility

When **you** applied for this insurance, **you** were asked to confirm that **you** were eligible for cover. The eligibility requirements are as follows:

- This insurance must be applied for in conjunction with a travel insurance policy arranged for **you** by the **agent**.
- **You** must be aged 18 or over at the time of purchasing this insurance.
- **Your gadget** must not have been stolen or damaged before the **start date** of this insurance.
- **You** must own the **gadget** to be insured.
- **Your gadget** must be under 3 years old at the date **your** policy is purchased.
- **You** must be a permanent resident in the **UK** or the Isle of Man.

**We** will not provide any cover if **you** do not meet these eligibility requirements at the start date of **your** policy. Please contact **your agent** as soon as possible if **you** are not eligible for this insurance, if a change in circumstances means that **you** no longer meet these eligibility requirements or if **you** have any queries. Their contact details are on page 2 of this Policy Document.

### Disclosure of Important Information

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us** via **your agent**. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **you** take out or make changes to **your** policy. If the information provided by **you** is not complete and accurate:

- **we** may cancel **your** policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium, or
- the extent of the cover may be affected.

If **you** become aware that any information **you** have given is incomplete or inaccurate, please contact **your agent** as soon as possible. Their contact details are shown on page 2 of this Policy Document.

## SECTION 3 – THE COVER

There are three levels of cover under this insurance. An additional premium is payable by **you** for “Bronze Cover”, “Silver Cover” and “Gold Cover”. Under each level of cover a different number of **gadgets** are covered and there are different maximum benefits payable for the repair or replacement of **gadgets**. Full details are shown in the Table of Benefits below, and the level of cover chosen by **you** is shown on the **Policy Schedule**.

### TABLE OF BENEFITS

Level of Cover	Number of Gadgets Covered	Maximum Repair/Replacement Value	Excess
Bronze	3 <b>gadgets</b>	£1,000	£50
Silver	5 <b>gadgets</b>	£2,000	£50
Gold	7 <b>gadgets</b>	£3,000	£50

#### Policy Limits

- **We** will pay up to the amount shown in the Table of Benefits above under “Maximum Repair/Replacement Value” in total for any number of claims arising during any one **period of insurance**.
- **You** must pay the first £50 of any claim for accidental damage, theft or breakdown.
- If **your** claim relates to more than one **gadget**, **you** will only have to pay one **excess**.

**Please Note:** There is no cover under this policy for accidental loss of **your gadget**.

#### Accidental Damage

**We** will pay up to the amount shown in the Table of Benefits above for the cost of repair if **your gadget** is damaged as a result of an accident, including liquid damage. Where possible, **we** will always attempt to repair **your gadget**, but where a repair is not possible, **we** will either:

- provide a replacement **gadget** up to the maximum replacement value stated in the Table of Benefits above; or
- if the cost of a replacement **gadget** will exceed the maximum replacement value, **we** will contribute this amount towards a replacement.

A replacement will be provided in accordance with the ‘Replacement Equipment’ section on page 11 of this Policy Document.

Where only a part or parts of **your gadget** have been damaged, **we** will only repair or replace that part or parts.

#### Theft

**We** will pay up to the amount shown in the Table of Benefits above to replace **your gadget** if it is stolen. A replacement will be provided in accordance with the ‘Replacement Equipment’ section on page 11 of this Policy Document.

Where only a part or parts of **your gadget** have been stolen, **we** will only replace that part or parts.

## Breakdown

This cover does not apply to laptop computers.

**We** will pay up to the amount shown in the Table of Benefits on page 6 for the cost of repair if any electrical or mechanical component in **your gadget** fails outside of the manufacturer's guarantee or warranty period and causes the **gadget** to stop working in the way the manufacturer intended. The **gadget** must require repair before it can be used again.

### Unauthorised Use

If **your gadget** is stolen, **we** will reimburse the cost of any calls, texts and downloads made without **your** permission while the **gadget** is not barred by the network provider, subject to the unauthorised usage taking place within 24 hours of **your** discovery of the theft.

**We** will only provide this cover if **you** make a valid claim for theft under this policy.



## SECTION 4 – WHAT IS NOT COVERED

Please read the general exclusions at the end of this section as well as the specific exclusions for each section of cover.

### Accidental Damage or Breakdown

We will not pay for any claim:

- caused by **you** deliberately damaging or neglecting **your gadget**;
- caused by **you** not following the manufacturer's instructions;
- caused by routine servicing, inspection, maintenance or cleaning;
- caused by a manufacturing defect or a **gadget** recall;
- for the replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
- resulting from repairs carried out by a repairer not authorised by **us**;
- if the IMEI or serial number cannot be determined from **your gadget**;
- that arises while **your gadget** is in the possession of anyone other than **you** or a member of **your immediate family**;
- resulting from wear and tear or the gradual deterioration of performance; or
- for the scratching, denting or marking of **your gadget** which affects the appearance of **your gadget** but does not affect its performance or functionality in any way.
- the accidental loss of **your Gadget**.

### Theft

We will not pay for any claim:

- if **your gadget** is stolen from a motor vehicle (including a motorcycle) unless all windows and doors were closed and locked (where the vehicle has windows and doors) and all security systems activated;
- if **your gadget** is stolen from an unoccupied premise, unless there is evidence of **violent and forcible entry** to the premises;
- unless the incident is reported to the police within 24 hours of **your** discovery of the incident and **you** obtain a crime reference number from the police;
- unless the theft of **your mobile phone** is reported to **your** network provider within 24 hours of **your** discovery the incident; or
- which happens while **your gadget** is in the possession of anyone other than **you** or a member of **your immediate family**.

### Breakdown Only

- **We** will not pay for any claim for a laptop computer.

### Unauthorised Use

We will not pay for any claim:

- unless it results from a theft claim that is covered by this insurance; or
- for any costs incurred if **your** network provider fails to properly block **your** service.

### General Exclusions applicable to all types of cover

We will not provide any cover for:

- Accidental loss of **your gadget**.
- Any event which happens whilst **you** are not on **holiday**.
- Any event which happens whilst **your gadget** is in the hold of an aircraft.

- Any **gadget** which **you** have not registered with the **agent** prior to **your holiday**.
- Any refurbished **gadget(s)**.
- Any **gadget** which has been purchased by anyone on **your holiday** other than **you**.
- Any claims if **you** are travelling to a country or region which the Foreign & Commonwealth Office (FCO) has advised against all but essential travel.
- Any trips to a destination in the **UK** or the Isle of Man.
- Any trips to, or involving passing through, the following destinations: Afghanistan, Belarus, Cuba, Congo, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Sudan, Syria or Zimbabwe.
- Theft, damage or breakdown as a result of not taking care of **your gadget**.

#### What do we mean by taking care of your gadget?

##### You must:

- Not knowingly leave **your gadget** anywhere it is likely to be stolen or damaged.
- If **you** need to leave **your gadget** somewhere, lock it away out of sight if at all possible. If **you** cannot lock it away then **you** must leave it hidden out of sight in a safe place.

##### Reasons why your claim may not be paid

**We** will consider the individual circumstances surrounding **your** own claim when deciding whether or not **you** have taken care of **your gadget**, and whether or not **your** claim can be accepted.

**We** cannot list all reasons why **your** claim may not be paid. However, if **you** knowingly take a risk with **your gadget**, **we** may not pay **your** claim. **We** have provided some examples below of where **we** would consider **you** to have knowingly taken a risk with **your gadget**:

- In a cafe or pub, **you** leave **your gadget** on the table when **you** go to the counter, the bar or the toilet instead of taking it with **you**.
- **You** leave **your gadget** on a bench in the changing rooms at the gym rather than taking it with **you** or locking it in a locker.

- The policy **excess** (as detailed in the "Important Information" section on pages 4 - 5 of this Policy Document and in the Table of Benefits on page 6).
- Any claim if **you** do not meet the eligibility requirements for this policy (as detailed in the "Important Information" section on pages 4 - 5 of this Policy Document).
- Any event which occurred prior to the policy **start date**.
- Any claim for a **gadget** which is over 3 years old at the policy purchase date and must have been manufactured to a **UK** specification.
- Any claim for a **mobile phone** unless it is fitted with an active, functioning SIM card at the policy **start date**. In the event of a claim **you** will be required to produce **evidence of usage** from **your** network provider.
- Any **gadget** if **you** cannot provide **evidence of ownership**.
- Any **mobile phone** claim where **evidence of usage** is not provided.
- Any claim which is covered under the warranty or guarantee provided by the manufacturer or retailer.
- Additional equipment or accessories which are used with **your gadget**, other than a SIM card which was in the **gadget** at the time of an incident.
- Value added tax (VAT) if **you** are registered for VAT with HM Revenue and Customs.
- The cost of replacing any personalised ringtones or graphics or downloaded material or software.
- Reconnection costs or subscription fees of any kind.
- Any loss other than the cost of repairing or replacing **your gadget**.

- Any liability arising out of **your** use or ownership of **your gadget**, including any illness or injury resulting from it.
- Any claim arising directly or indirectly from:
  - a) **War** or acts of **terrorism**.
  - b) **You** engaging in **active war**.
  - c) **Nuclear risks**.
- Damage resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- Any one not named on the **policy schedule** or age under 18 at the time the policy is issued.

## SECTION 5 – MAKING A CLAIM

### Who to Contact

To make a claim, call Davies Managed Systems Limited on **0344 856 2181** (calls to 03 numbers cost no more than a national rate call to a 01 or 02 number). Lines are open between 8am and 5:30pm Monday to Friday. Alternatively, please send an email to **newclaims.avid@davies-group.com** or write to Davies Managed Systems Limited, Telecom House, Trinity Street, Stoke-on-Trent, Staffordshire ST1 5NA.

Calls may be recorded for training, compliance and fraud prevention purposes.

### Things You Must Do

**You** must comply with the following conditions. If **you** fail to do so and this affects the ability of the **claims administrator** to fully assess **your** claim or keep **our** losses to a minimum, **we** may not pay **your** claim or any payment could be reduced.

- All claims must be reported to the **claims administrator** as soon as possible but in any event, within 14 days of **you** becoming aware of an incident. **You** must complete a claim form (in full) and provide, at **your** own expense, any information and assistance which the **claims administrator** may require in establishing the amount of any payment under **your** insurance.
- You** must provide **evidence of ownership** of **your gadget** to support any claim, and any other receipts or documents that may be requested. If **you** cannot provide **evidence of ownership**, **your** claim will not be valid.
- All thefts must be reported to the police within 24 hours of **your** discovery of the incident. **You** must provide the **claims administrator** with a crime reference number.
  - If **your gadget** is damaged whilst in the custody of a carrier (for example an airline, railway company, shipping company or bus company), **you** must notify the carrier as soon as possible and obtain their report regarding the damage.
  - **You** must report the theft of **your mobile phone** to **your** network provider within 24 hours of the incident so they can block it and stop anyone else using it.
  - If **your gadget** is damaged, **you** must provide the **gadget** for inspection and repair. Please note that any repair of **your gadget** must be carried out in the **UK** or Isle of Man by a repairer approved by **us**.

### Manufacturer's Warranty

If **your gadget** is damaged and is still within the manufacturer's warranty period, **you** should follow the warranty returns process specified by the manufacturer.

If any repairs authorised under this insurance invalidate the manufacturer's warranty, **we** will repair or replace **your gadget** in accordance with the terms of the manufacturer's warranty for the unexpired period of the manufacturer's warranty.

### Other Insurance

If, at the time of a valid claim under this policy, there is another insurance policy in force which covers **you** for the same loss or expense, **we** may seek a recovery of some or all of **our** costs from the other insurer. **You** must give **us** any help or information **we** may need to assist **us** with **our** loss recoveries.

**You** may be asked to provide details of any other contract, guarantee, warranty or insurance which may apply to the **gadget** including, but not restricted to, household insurance.

### Fraudulent Claims or Misleading Information

**We** take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- not pay **your** claim; and
- recover (from **you**) any payments **we** have already made in respect of that claim; and
- terminate **your** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

### Replacement Equipment

**We** will attempt to replace **your gadget** with an identical new or fully refurbished **gadget** of the same age and condition, but it may not be the same colour.

In the unlikely event that this is not possible, the **claims administrator** will provide **you** with a new or fully refurbished **gadget** of a comparable specification or the equivalent value, taking account of the age and condition of **your gadget** immediately before **your** claim.

Replacement items will be delivered to a **UK** or Isle of Man address of **your** choice. **You** will need to arrange onward shipment to **your** destination choice.

## SECTION 6 – CANCELLATION OF THE POLICY

### Your Cancellation Rights

**You** can cancel this policy within 14 days of the date **you** receive this Policy Document provided that no person insured under the policy has already travelled.

**We** will refund any premiums **you** have paid as long as no person insured under the policy has already travelled, and no claim under this policy has been made or is intended to be made.

**You** can also cancel **your** policy at any other time, but no refund of premium will be payable.

Please contact **your agent** if **you** wish to cancel **your** policy. Their contact details are shown on page 2 of this Policy Document.

### The Insurer's Cancellation Rights

**We** reserve the right to cancel this policy immediately if **you** commit fraud or do not pay the premium when it is due.

If the travel insurance policy arranged for **you** by the **agent** is an annual multi trip policy, **we** can also cancel this policy if there is a change to the risk which means that **we** can no longer provide **you** with

insurance cover. If **we** cancel the policy for this reason, **we** will give **you** at least 60 days' notice in writing and **you** will be entitled for a refund of premium according to the number of days remaining in **your period of insurance**.

If **we** cancel **your** policy, **we** will do so in writing to the most recent address **we** have for **you**.

## SECTION 7 – HOW TO MAKE A COMPLAINT

**Our** aim is to provide **you** with a high quality service at all times, although **we** do appreciate that there may be instances where **you** feel it is necessary to lodge a complaint.

If **you** do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note that should **you** wish to direct **your** complaint directly to Lloyd's in the first instance, **you** may do so by using the contact information referenced in Step 2 below.

### Step 1:

In the first instance, if **your** complaint relates to a claim, please direct it to:

Davies Managed Systems Limited  
Telecom House  
Trinity Street  
Stoke-on-Trent  
Staffordshire  
ST1 5NA

Tel: 0344 856 2181

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

If **your** complaint does not relate to a claim, please direct it to:

Brokersure  
Digital House  
Threshelfords Business Park  
Feering  
Colchester  
Essex  
CO5 9SE

Tel: 0330 880 3605

Email: [enquiries@brokersure.com](mailto:enquiries@brokersure.com)

### Step 2:

Should **you** remain dissatisfied with the outcome of **your** complaint from **your agent** or the **claims administrator**, **your** legal rights are not affected and **you** may refer **your** complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Kent  
ME4 4RN

Tel: +44 (0)20 7327 5693

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint", which is available at the website address above. Alternatively, **you** may ask Lloyd's for a hard copy.

**Step 3:**

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the **UK** for settling disputes between consumers and businesses providing financial services.

The contact information is:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines).

Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers).

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Alternatively, if **you** live in the **UK** and if **you** purchased **your** insurance online\*, please note that **you** can, if **you** wish, also submit **your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Economic Area (EEA), who have bought goods or services online, get their complaint resolved. **You** can access the ODR Platform by clicking on the following link: <http://ec.europa.eu/consumers/odr/>

This does not affect **your** right to submit **your** complaint following the process above. Please note that under current rules the European Commission will ultimately redirect **your** complaint to the Financial Ombudsman Service.

\* "Online" includes all products sold via a website, email, telephone and social media amongst others with a digital element.

## SECTION 8 – LEGAL, REGULATORY & OTHER INFORMATION

### Transferring Your Policy

This insurance cannot be transferred to anyone else unless **you** inform **us** in writing and receive confirmation that **your** request is acceptable to **us**.

### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligation to **you** under this contract. Further information can be obtained from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: [www.fscs.org.uk](http://www.fscs.org.uk)

### Data Protection Notice

**We** and the **agent** are the data controller(s) (as defined by the Data Protection Act 1998 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **your** personal information.

For full details of what data, **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** [Privacy Notice](#) which is available on **our** website [www.canopius.com](http://www.canopius.com).

If **you** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **your** address and a copy will be sent to **you** in the post.

In summary:

**We**, the **agent** and the **claims administrator** may, as part of **our** agreement with **you** under this contract, collect personal information about **you**, including:

- Name, address, contact details, date of birth and cover required
- Financial information such as bank details
- Details of any claim

**We**, the **agent** and the **claims administrator** will also collect personal information about any additional people who **you** wish to be insured under the policy.

**We**, the **agent** and the **claims administrator** collect and process **your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

**Your** personal information may be shared with third parties which supply services to **us** or which process information on **our** behalf (for example, premium collection and claims validation, or for communication purposes related to **your** cover). **We** will ensure that they keep **your** information secure and do not use it for purposes other than those that **we** have specified in **our** [Privacy Notice](#).

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area (“EEA”). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

**We**, the **agent** and the **claims administrator** will keep **your** personal information only for as long as **we** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

**We**, the **agent** and the **claims administrator** will share **your** information if **we** are required to by law. **We** may share **your** information with enforcement authorities if they ask **us** to, or with a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** [Privacy Notice](#), please contact

Group Data Protection Officer  
Canopus Managing Agents Limited  
Gallery 9  
One Lime Street  
London EC3M 7HA  
UK  
privacy@canopus.com  
T + 44 20 7337 3700

### **Rights of Third Parties**

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

For **your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him/her to or if the contract confers a benefit upon him/her. However, the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see [www.legislation.gov.uk](http://www.legislation.gov.uk) or contact the Citizens Advice Bureau.

### **Law and Jurisdiction**

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

### **Sanctions**

**We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### **Safeguarding Your Premium and Claim Payments**

All premium payments from **you** and due to **us** for this policy will be held by the **agent** on **our** behalf. The **agent** will also hold any premium refund that is due to **you** from **us**.

Any claim payments that are due to **you** from **us** will be paid to **you** by the **claims administrator**. In these capacities, the **agent** and the **claims administrator** are acting as **our** agents. This means that once a premium is paid to the **agent** it is deemed to have been received by **us** and that all claim payments and premium refunds are not deemed to have been paid until **you** have actually received them.

### **Several Liability**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

### **The Insurer**

This insurance is underwritten by Lloyd's Syndicate 4444, which is managed by Canopus Managing Agents Limited. Registered Office: Canopus Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England no. 01514453.

### **Regulatory Details**

Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847.

**Your agent**, Brokersure, is a trading name of Brokersure Ltd. Brokersure Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference: 501719.



## SECTION 9 – DEFINITIONS

Whenever the following words or expressions appear in **bold** in this Policy Document, they have the meaning given below.

**“Active war”** - **Your** active participation in a **war** where **you** are deemed under English Law to be under instruction from or employed by the armed forces of any country.

**“Agent”** – **Brokersure**, which is a trading name of Brokersure Ltd.

**“Claims administrator”** - The company who will handle any claims on **our** behalf. This is Davies Managed Systems Limited.

**“End date”** – The date that all cover under this policy will cease as shown on **your Policy Schedule**.

**“Evidence of ownership”** - An original purchase receipt which includes the details of **your gadget** or a similar document which provides proof that **you** own the **gadget**. The **gadget** cannot have been purchased second hand, at auction or from an online auction website.

**“Evidence of usage”** - Evidence from **your** network provider to show that **your mobile phone** has been in use since the policy **start date** and continued to be used until the event giving rise to a claim.

**“Excess”**- The amount **you** will have to pay towards the cost of each claim for accidental damage, theft or breakdown under this insurance.

**“Gadget”** - The item(s) insured by this insurance policy which are specified on **your Policy Schedule**. The **gadget** must have been purchased by **you** new and in full working order, as confirmed by the **evidence of ownership**. The **gadget** cannot have been purchased by anyone on the **holiday** other than **you**. **We** will only cover the following items: Bluetooth headsets, camera lenses, DVD players, E-Readers, digital cameras, earphones and headphones, portable speakers, games consoles, in-car computers, iPads, iPods, laptop computers, MP3 players, **mobile phones**, PDAs, satellite navigation devices and tablets. Please note: There is no cover provided for Drones.

**“Holiday”** – A trip lasting no more than 90 days, which commences when **you** leave **your home** for an overseas destination and ends when **you** return to **your home**. The trip must:

- a) be to a destination outside of the **UK** and the Isle of Man; and
- b) not be to, or involve passing through, any of the following destinations: Afghanistan, Belarus, Cuba, Congo, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Sudan, Syria or Zimbabwe; and
- c) not be to any country or region to which the British Foreign & Commonwealth Office (FCO) have advised against all but essential travel.

**“Home”** – **Your** main place of residence in the **UK** or Isle of Man.

**“Immediate family”** - **Your** mother or father, spouse, civil partner or domestic partner or son or daughter who permanently lives with **you**.

**“Mobile phone”** - A portable telephone device, including a smart phone.

**“Nuclear risks”** - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**“Period of insurance”** - The period of time between the **start date** and the **end date** during which this insurance is in force.

**“Policy Schedule”** - The document which shows the details of **your** cover. It will confirm the **period of insurance**, the maximum **we** will pay for any one claim and the number of **gadgets** insured. The **Policy Schedule** will be replaced whenever any changes are made to the policy.

**“Policyholder”** – The lead person named on the **Policy Schedule**.

**“Start date”** - The date the insurance cover commences as shown on **your Policy Schedule**.

**“Terrorism”** - An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**“UK”** – England, Scotland, Wales and Northern Ireland and the Isle of Man.

**“Violent and forcible entry”** - The unlawful entry to a property which is gained by violent means. For example, by forcing open a door or breaking a window to gain access.

**“War”** – Means:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power; or
- (b) Any act of **terrorism**; or
- (c) Any act of war or **terrorism** involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.

**“We, us, our”** - Lloyd’s Syndicate 4444 which is managed by Canopus Managing Agents Limited.

**“You, your”** - The person(s) named on the **Policy Schedule** who owns the insured **gadget(s)** and who have, where the level of cover selected is “Bronze Cover”, “Silver Cover” or “Gold Cover”, paid the appropriate premium for this insurance.

**BrokerSure**  
insurance brokers

Claims enquiries 0344 856 2181  
Sales and enquiries 0330 880 3605



**BrokerSure**  
insurance brokers



**travel**  
**aware**  
gov.uk/travelaware

Brokersure Ltd are authorised and regulated by  
the Financial Conduct Authority FCA No. 501719

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