

Freshcover Policy Wording

FRESHCOVER

GADGET INSURANCE

This insurance is arranged and administered by Bastion Insurance Services Ltd T/A Freshcover, and underwritten Astrenska Insurance Limited, Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU.

Astrenska Insurance Limited are authorised by the Prudential Regulation and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm reference number 202846.

Bastion Insurance Services are authorised and regulated by the Financial Conduct Authority. Firm Reference 650727. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register

IMPORTANT INFORMATION

We have not provided **you** with a personal recommendation as to whether this product is suitable for **your** needs so **you** must decide yourself whether it is or not. **You** have made a decision based on the information made available to **you**.

This policy meets the demands and needs of those who wish to insure their **gadget(s)** against **theft, accidental damage, breakdown**, and, for mobiles phones, iPads and tablets; **accidental loss**.

Your gadget must be in good condition and full working order prior to taking out this policy. If there is evidence that the damage, **theft** or loss occurred 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 insurance for **your gadget(s)** during the **period of cover** as stated in **your Schedule of Insurance**. This policy only covers **your gadget(s)** when in the care of **you** or a member of **your immediate family**.

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

If **you** pay for **your** insurance annually, then this is an annual policy, and **you** will have paid the full annual premium.

If **you** pay for **your** insurance monthly, then this is a monthly rolling contract. **Your** insurance renews each month that **you** pay for **your** premium.

Automatic renewal of your annual policy

We will provide **you** with 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. To ensure continuation of cover, **we** will then renew **your** policy unless **you** advise **us** otherwise.

If **we** are unable to automatically process **your** renewal, **we** will contact **you** before **your** renewal date and invite **you** to renew **your** policy via an alternative channel.

Your renewal premium will be taken by the same method used during **your** initial purchase. If **you** do not want to auto renew **your** policy, simply follow the instruction in **your** renewal notification or **your Policy Schedule**. If **you** do nothing, then this policy will automatically renew for a further period of 12 months.

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/accidentally lost - 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 stop to **your** ability to use **your gadget** in the way intended by the

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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 in the UK as long as the refurbished **gadget** was sold with a minimum 12-month warranty, or;
3. Meets the above **criteria** and was gifted to **you** as long as **you** are able to provide a UK Gift receipt, and;
4. Are not more than 30 days old at the time the **gadget** was first insured under this policy;
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 **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, Camera's, Go Pro's, and Laptops. This policy is not suitable for drones.

Home – the permanent residence shown on **your Schedule of Insurance**.

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

Limit of liability – **Our** liability, in respect of any one claim in relation to **your gadget(s)**, will be limited to the replacement cost of each **gadget** being claimed for and, in any event, shall not exceed the maximum value of cover as shown on **your Schedule of Insurance**.

Period of cover – If **you** have selected an annual policy, the insurance starts on the date stated in **your Schedule of Insurance** and continues for a period of twelve months, upon receipt of **your** premium.

If **you** have selected monthly rolling periods of cover, the insurance starts on the date stated in **your Schedule of Insurance** and continues for a period of one month and will continue by periods of one month at a time upon receipt of each monthly premium from **you**.

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

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

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 sums payable** under this policy and the **excess** payable.

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.

Unattended –not within **your** sight at all times or out of **your** arms- length reach when away from **your home**

We, us, our – Astrenska Insurance Limited

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

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WHAT WE WILL COVER

A. Accidental Damage / Malicious Damage

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

B. Theft

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

C. Accidental Loss

If **you** accidentally or unintentionally lose **your** mobile phone, iPad, or tablet insured by this policy and shown on **your Schedule of Insurance**, we will replace it. **Accidental loss** cover is not available on any other **gadgets**.

D. Breakdown

If **your gadget** suffers electrical **breakdown** which occurs outside of the manufacturers guarantee period, we will repair it. If **your gadget** cannot be economically repaired, it will be replaced. This cover is not available on laptops.

E. Unauthorised Call/Data Use

If **your** mobile phone is lost or **stolen** and is used fraudulently, and **your** claim is covered by **your** policy, we will reimburse **you** for the costs upon receipt of **your** itemised bill up to a maximum value of £2,500 for any one claim. This includes calls, messages, downloads and data made / used from the time it was **accidentally lost** or **stolen** up to a maximum of 24 hours from discovery of the incident.

F. Liquid Damage

If **your gadget** is damaged as a result of accidentally coming into contact with any liquid, we will repair it. If it cannot be repaired, we will replace it.

G. Accessories

If **your** claim for **your gadget** is approved, we will replace any **accessories** that were **accidentally lost**, **stolen** or **accidentally damaged** at the same time as **your gadget** up to a maximum value of £150.

If we replace **your gadget** with a different make or model and this

means that **you** can no longer use **your** existing **accessories**, we will replace them too, up to a maximum value of £150.

IMPORTANT: Where **your gadget** is a mobile phone, in the event of a claim **you** will be required to provide **proof of usage** which confirms **your** mobile phone has been in use between policy inception and the incident date.

WHAT WE WILL NOT COVER

Your gadget is not covered for:

1. Any claim for any **gadget** which does not meet the **criteria**.
2. **Theft:**
 - from any motor vehicle where **you** or someone acting on **your** behalf is not in the vehicle, unless the **gadget** has been concealed in a locked boot, closed glove compartment or other closed internal compartment and all the vehicle's windows and doors have been closed and locked and all security systems have been activated A copy of the receipt for any repairs made following damage in gaining entry to the locked vehicle must be supplied with any claim;
 - from any **unattended** building or premises (including **your home** or workplace) unless the **theft** involves force in gaining entry to or exit from the building or premises, resulting in damage to the building or premises. A copy of the receipt for any repairs made following damage in gaining entry must be supplied with any claim;
 - when away from **your home**, or when in **your home** with invited guests / tradesmen or other people; unless the **gadget** is concealed on or about **your** person when not in use, or it is stored in a locked room or secured receptacle (such as a locked safe, locked locker or closed desk drawer);
 - where **your gadget** was in the possession of a third party (other than a member of **your immediate family**) at the time of the event giving rise to a claim under this insurance;
 - where the **gadget** has been left **unattended** when it is away from **your home**; or
 - where all available **precautions** have not been taken to prevent **theft**;

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3. Loss or damage caused by:

- **you** deliberately damaging, intentionally leaving or neglecting the **gadget**;
- **you** not following the manufacturer's instructions;
- the use of non-manufacturer approved **accessories**;

4. Repair or other costs for:

- routine servicing, inspection, maintenance or cleaning;
- loss caused by a manufacturer's defect or recall of the **gadget**;
- 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.

5. Any kind of damage whatsoever unless the damaged **gadget** is provided for repair.

6. Any loss of a SIM (subscriber identity module) card.

7. Any expense incurred as a result of not being able to use the **gadget**, or any loss other than the repair or replacement costs of the **gadget** unless relating to unauthorised call/data use for **your** mobile phone up to the maximum value of £2,500.

8. The policy **excess** - if **you** make a claim, an **excess** applies which must be paid to **us** before **your** claim can be settled. This **excess** varies depending on the value of the **gadget you** have insured with **us**. The **excess** levels that apply are set out below:

If **your** claim is for a **gadget** up to the value of £250 (when new) the **excess** is £50 for any claim.

If **your** claim is for a **gadget** between the values of £251 - £750 (when new) the **excess** is £75 for any claim

If **your** claim is for a **gadget** over the value of £751 (when new) the **excess** is £100 for any claim.

9. Loss of or damage to **accessories** that were not attached to **your gadget** at the time of the incident.

10. Any claim for a **gadget** where **proof of usage** cannot be provided or evidenced.

11. Any claim for **accidental loss** where the circumstances of the loss cannot be clearly identified, i.e., where **you** are unable to confirm the time and place **you** last had **your gadget**, or any claims for **gadgets** accidentally lost in **your home**.

12. Any device that was purchased as second hand or used, that is not a refurbished device that was sold with a minimum 12 months warranty

13. Any loss or damage to **your gadget** whilst in transit

14. Reconnection costs or subscription fees of any kind.

Please note: if **you** are insuring an item without SIM card capability, all exclusions relating to SIM cards are not applicable.

15. 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.

16. Nuclear Risk

Damage or destruction caused by, contributed to or arising from:

a. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

17. Sonic Boom

Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.

18. 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.

19. Any indirect loss or damage resulting from the event which caused the claim under this policy.

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20. Any liability of whatsoever nature arising from ownership or use of the **gadget**, including any illness or injury resulting from such ownership or use.

21. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.

22. **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 and/or all other jurisdictions where **we** transact business.

CLAIM SETTLEMENT

1. The intention of this policy is to put **you** back in the same position as immediately prior to the loss or damage. It is not a replacement as new policy. If the **gadget** cannot be replaced with an identical **gadget** of the same age and condition, **we** will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the **gadget** at the time the claim is made. All replacements **gadgets** come with a full 12-month warranty. **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. In the event that any repairs authorised by **us** under this policy invalidate **your** manufacturer's warranty, **we** will repair or replace **your gadget** for the remaining period of **your** manufacturer's warranty in line with **your** manufacturer's warranty terms and conditions.

3. In the event of a valid claim resulting in the replacement of the **gadget**, this policy will automatically cover the replacement **gadget**.

4. All blocks must be removed from **your gadget** before being sent for repair. This includes any personal pin locks or operator specific security blocks, including Find My iPhone. Failure to do so will result in **your** claim being delayed, and/or, **your gadget** being returned to **you**.

CONDITIONS AND LIMITATIONS

1. Unless **we** have agreed differently with **you**, English law and the

decisions of English courts will govern this insurance.

2. This insurance only covers **gadgets** bought in the 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**. No cover is provided for claims where **you** are travelling to a country where the Foreign, Commonwealth & Development Office (FCDO) have advised against all but essential travel. **You** can check the FCDO travel advice at www.gov.uk/foreign-travel-advice.

3. The **gadget(s)** must not be more than 30 days old on policy inception or when first insured under this policy (if later), must be purchased in the UK as new, or if refurbished, purchased with a full 12 month warranty, and **you** must be able to provide **evidence of ownership** when it is requested. **Evidence of ownership** should include the make, model and IMEI/serial number of the **gadget** and must be in **your** name or, **you** must be in possession of a UK gift receipt.

4. **You** must provide **us** with any receipts, documents or **evidence of ownership**, that it is reasonable for **us** to request.

5. This insurance may only be altered, varied or its conditions altered or premium changed by **us** giving **you** 30 days' notice in writing.

6. **You** cannot transfer the insurance to someone else or to cover any other **gadget(s)** without **our** written permission.

7. **You** must take all available **precautions** to prevent any loss or damage.

8. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

9. In respect of **your** policy being paid by monthly premiums, if the Direct Debit premium payment is cancelled by **you** or collection of premium is unsuccessful at any given point, then **your** policy will not be in force.

OUR RIGHT TO CHANGE THE COVER OR PRICE

Annual Policies

If **we** alter the terms of cover or price of **your** policy it will only be done at **your** next annual renewal date.

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Monthly rolling Policies

You will receive at least two months written notice if **we** decide or need to change **Your** policy cover or the price of **Your** insurance for any of the following reasons:

- to make minor changes to the policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy easier to understand;
- to reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting **us** or **Your** policy;
- to reflect changes to taxation applicable to **Your** policy (including but not limited to insurance premium tax);
- to reflect increases or reductions in the cost (or projected cost) of providing **Your** cover, including but not limited to cost increases or reductions caused by changes to the number, cost or timing of claims which **we** as part of **our** pricing policy have assumed or projected will be made under this insurance product,
- to cover the cost of any changes to the cover / benefits provided under this insurance including but not limited to the removal of one or more policy exclusion(s);
- to cover the cost of changes to the systems, services or technology in support of this insurance product.

We may make changes immediately and advise **you** within 30 days of the change having been made if the change is favourable to you. Having made a change to the cover or the price **we** will not make another change for at least six months.

Your Insurance Schedule will tell **you** if **you** have a monthly rolling policy or an annual policy.

CANCELLATION

Your right to change your mind (withdrawal period)

You may cancel the insurance, without giving reason, by sending **us** written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents if **you** are a new customer or 14 days from the renewal date if **you** are an existing customer.

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

Cancellation by you after the withdrawal period

If **you** wish to cancel **your** insurance after the initial 14 day withdrawal period **you** can do so by writing to Freshcover, Temple Court Mews, 109 Oxford Rd, Oxford OX4 2ER, or by telephoning 01865 818930, or by emailing cancellations@freshcover.co.uk.

If **you** pay **your** premium monthly, **your** policy will be cancelled at the next monthly anniversary of the date **your** policy commenced. There will be no refund of premium due as the premium paid will have only been in respect of the cover already received.

If **you** pay **your** insurance premium annually and providing **you** have not made a claim and do not intend to make a claim under this insurance **you** will receive a proportionate refund of premium based on the unused **period of cover** under the policy. Policy cover will cease from the date **we** receive **your** cancellation instructions or from a later date at **your** request.

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:

- Where **we** reasonably suspect fraud
- Non-payment of premium
- Threatening and abusive behavior
- Non-compliance with policy terms and conditions
- 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.

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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** 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.

To log **your** claim, please visit **our** online portal at

www.freshcover.co.uk/making-claim

where **you** can register **your** claim online. Alternatively, **you** can call on 0345 074 4810 or email gadgetclaims@davies-group.com

- report the **theft** or **accidental loss** of any **gadget**, within 24 hours of discovery to **your** Airtime Provider and blacklist **your** handset;
- report the **theft** or loss of any **gadget(s)** to the Police within 48 hours of discovery and obtain a crime reference number in support of a **theft** claim and a lost property number in support of an **accidental loss** claim;

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

- 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** completed claim form and **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 or lost item becomes **our** property. If it is returned or found **you** must notify **us** and send it to **us** if **we** ask **you** to.

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

This policy is administered by Freshcover on behalf Astrenska Insurance Limited

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

Davies Group
Unit 8 Caxton Road,
Fulwood,
Preston
PR29NZ

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

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Complaints regarding:

SALE OF THE POLICY

Please contact Freshcover who arranged this insurance on **your** behalf.

You can get in touch by email; complaints@freshcover.co.uk or

telephone; 01865 818930

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,
Caxton Road,
Fulwood,
Preston
PR2 9NZ

Email: gadgetcomplaints@davies-group.com

Telephone: 0345 074 4810

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 or if **you** have not received a response to **your** complaint within eight weeks **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

You have the right to refer **your** complaint to the Financial Ombudsman, free of charge 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 or by telephoning 0207 741 4100.

DATA PROTECTION

How we use the information about you

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

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

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, Bastion Insurance Services Ltd, Davies Group, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information

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remains safe and secure.

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

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

Processing your data

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

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

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

How we store and protect your information

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

We will need to keep and process **your** personal information during the period of insurance and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

We also have security measures in place in **our** offices to protect the information that **you** have given **us**.

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

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

Email address: data.protection@collinsongroup.com

Postal Address: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU

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

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

If **you** wish to make a complaint about the use of **your** personal information, please contact **our** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>