



Row.co.uk

# **Gadget Insurance**

# WELCOME TO ROW GADGET TERMS AND CONDITIONS

This policy has been arranged for **you** by Row.co.uk which is a trading name of BIG Warranties Limited, Enterprise House, 21 Oxford Road, Bournemouth, Dorset, BH8 8EY which is authorised and regulated by the Financial Conduct Authority under the Financial Services Reference Number 798998.

This insurance is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

## USEFUL CONTACT NUMBERS: Customer Service 0203 411 9409

# FOR MORE INFORMATION ON OUR OPENING HOURS PLEASE CHECK ONLINE

TO MAKE A CLAIM VISIT: www.row.co.uk/login

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# 1. THE INSURANCE

Thank **you** for choosing **gadget** insurance. It's important that **you** read this wording and **your certificate schedule** to make sure that everything you've told **us** is correct. Please read this policy carefully so that **you** understand the cover **we** are giving **you**. **You** must follow the terms and conditions set out in this policy wording. Please keep this policy wording and **your certificate schedule** in a safe place in case **you** need to look at them later.

You are covered for breakdown and accidental damage upon a valid claim for any gadget(s) specified in your certificate schedule whilst in your possession or that of your immediate family which occurs during the period of insurance. Accidental damage coverage does not extend to TVs.

If you have chosen to pay an additional premium for **theft** and **loss** coverage, **you** are covered for **theft**, **loss** and **unauthorised call** charges in the event of **theft** whilst in **your** possession or that of **your immediate family** following a valid claim for any **gadget(s)** specified in **your certificate schedule**. **You** are covered for **gadgets** with airtime capability, for **unauthorised call** charges for up to a period of 48 hours after a valid **theft** claim to a maximum of £1,000 including VAT as confirmed and verified by **your** network provider. **You** will always be asked to provide evidence of this in the form of the **original documents**.

You are covered for the replacement cost of your gadget when, at our discretion, your gadget is deemed beyond economical repair or in the event of a valid theft or loss claim. Where replacement gadgets are authorised by us, these may be new or reconditioned units. If you do not look after your gadget, we may not pay your claim. Where parts of your gadget are stolen, those parts will be replaced.

#### **Consumer Insurance Act**

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) Supply accurate and complete answers to all the questions **we** may ask as part of **your** application for cover under the policy.
- b) To make sure that all information supplied as part of **your** application for cover is true and correct
- c) Tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean that **your** policy is not valid and **your** claim is not paid.

#### Fraud

You must not act in a fraudulent way. If you or anyone acting for you:

- Fails to reveal or hide a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy.
- Fails to reveal or hide a fact likely to influence the cover **we** provide.
- Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false.
- Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- Make a claim for any loss or damage you caused deliberately or with your knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you**, and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

## 2. DEFINITIONS

The following words shall have the meanings given below wherever they appear in bold in this document.

#### Accessories

Additional items valued at £100 or below, that come with **your gadget**, such as chargers, carrying cases, headphones, hands-free mounting kits, and USB cables. Sim cards and wearables are not covered.

#### **Accidental Damage**

Any unintentional and unexpected damage that happens to **your gadget**. TVs are not covered for **accidental damage**.

#### Administrator, Our, We or Us

Row.co.uk, a trading name of BIG Warranties Limited.

#### **Authorised Person**

A Director or full-time or part-time employee who is issued with a **gadget** as part of their employment and is employed by **you** under a contract of employment.

#### **Beyond Economic Repair**

The cost of repairing your gadget is more than its current market value.

#### Breakdown

A mechanical or electrical fault which stops your gadget from working properly.

#### **Certificate Schedule**

The separate document **we** send **you** includes details about **you**, **your gadget**, the coverage selected, and **your** chosen policy limit.

#### Excess

The amount **you** must pay towards the cost of any claim.

The **excess** amount required is as follows:

- £40 for all **gadgets** with a cover amount of £200 or less
- £75 for all gadgets with a cover amount of more than £200
- £80 for laptops

An additional  $\pounds$ 30 excess will be applied for each of the following:

- Loss or theft
- International Claims
- Claims within the first three months of the policy **start date**.

#### **Exclusion Period**

The period during which, if **your gadget** is stolen, lost, damaged, breaks down or suffers liquid damage, **you** will not be able to claim. This period is:

- 14 days after the **start date** of **your** policy
- 14 days after any change to **your** policy in which **you** add a **gadget** to **your** policy or replace **your** current insured **gadget** the **exclusion period** applies to the **gadget you** add.

Should an incident occur within the 14-day **exclusion period you** will not be able to make a claim during that time or at any time in the future for that circumstance.

#### Gadget

The **gadget** is designed to be used solely with its own integral power source excluding **accessories** and car kits.

TVs are also classified as **gadgets** for the purpose of this insurance.

All **gadgets** must have been bought as new from a UK VAT-registered company within 12 months of the policy **start date**, as evidenced by the relevant **proof of purchase**.

There are some specific exclusions for **gadgets** that use a SIM or a PCMCIA card. If **your** gadget does not use a SIM or a PCMCIA card these exclusions do not apply. The **gadget** must be in full working order at the point of application for this insurance.

#### **IMEI/Serial Number**

The International Mobile Equipment Identity Number (**IMEI**), is the unique identification number that will be used to identify **your gadget** where it has airtime capability. The **serial number** is a unique combination of characters that identifies **your gadget**. **You** must submit this information within 7 days of **your** policy application date, or it will affect **your** ability to claim.

#### **Immediate Family**

**Your** spouse or partner, children, brothers, sisters (who must be over the age of 16) and parents who permanently live with **you** at **your** address.

#### Insurer

Collinson Insurance.

#### **Limit of Liability**

The most the **insurer** will pay for any claim will not be more than the maximum replacement value of **your gadget** at the time of the incident, or the maximum limit specified in **your certificate schedule** whichever is lower. In respect of **unauthorised call charges**, the limit shall be £1,000 inclusive of VAT.

For accessories, the maximum amount you can claim is £100.

You are entitled to unlimited accidental damage (excluding TVs) and breakdown claims for each policy period. The number of claims for theft or loss is limited to one per policy period.

#### Loss

The gadget has been accidentally left by you in a location and you are permanently deprived of its use.

#### **Original Documents**

**Original documents** must be provided in all cases. **We** cannot accept handwritten receipts or documents not on headed paper. **We** cannot accept forwarded emails or documents that appear to have been modified in any way. **We** reserve the right to verify any documentation supplied to **us**.

#### **Period of Insurance**

The 12-month period stated on your certificate schedule that this policy is in force for.

#### **Proof of Repair**

Evidence the **gadget** has been previously repaired. **We** will require the original **proof of repair** from a phone repair company which must be a UK VAT registered company.

#### **Proof of Purchase**

An **original document** showing the make, model and **IMEI** (in the case of phones), **serial number** of **your gadget**, the date of purchase, that it is owned by **you** or an **immediate family** member and that it was purchased from a UK VAT registered company.

#### **Proof of Usage**

Evidence the **gadget** has been in use since the policy started. Where the **gadget** is a mobile phone, **you** can get this from **your** network provider. For other **gadgets**, in the event of an **accidental damage** claim, this can be checked and verified when the **gadget** is sent to **our** repairers for inspection.

#### Start Date

Means the date this policy starts as shown on your certificate schedule.

#### **Territorial Limits**

The United Kingdom excluding the Channel Islands and Isle of Man although cover is extended worldwide for a maximum of 90 days in any one year.

#### Theft

The unauthorised dishonest appropriation or attempted appropriation of **your gadget** by another person with the intention of permanently depriving **you** or **your immediate family**, or any **authorised person** of it.

#### Unattended

Not within your sight at all times or out of your arms-length reach when away from your home.

#### **Unauthorised Calls**

The cost of calls, messages, downloads and uploads made from **your gadget** with airtime capability, whilst not barred by the airtime provider within 48 hours of the discovery of the **theft** of **your gadget**.

#### You/Your

The person, who is over 18 years old, company or partnership who owns the **gadget(s)** as stated on the **certificate schedule**. You must be a permanent UK resident in the United Kingdom. We reserve the right to request proof of residency e.g. valid UK passport or driving licence.

## 3. EXCLUSIONS

The policy does not cover:

#### Specific Theft and/or Loss exclusions:

In all cases of **theft**, **we** will require evidence of the time and date it was reported to the police.

a) If the theft occurs from any motor vehicle where neither you nor someone acting on your behalf is present unless the gadget was concealed in a locked boot, glove compartment, or other locked internal compartment, with all the vehicle's windows, doors, and security systems closed, locked, and 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.

- b) If the **theft** occurs from premises, buildings, land, or vehicles without the use of force resulting in damage to the property. A copy of the receipt for any repairs made following damage in gaining entry must be supplied with any claim.
- c) Theft or loss where the gadget has been left unattended.
- d) Theft or loss of the SIM unless it was stolen along with your gadget.
- e) Loss which has occurred within your, an authorised person's or immediate family's home(s).
- f) Where all available precautions have not been taken to prevent **theft**.

#### Specific Accidental Damage exclusions:

- a) Accidental damage to TVs.
- b) Malicious damage.
- c) Any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- d) Any damage was resultant from **you** leaving **your gadget** on the exterior of any motor vehicle such as but not limited to the roof, bonnet, or boot.
- e) Where all available precautions have not been taken to prevent accidental damage.
- f) Damage caused by **you** not following the manufacturer's instructions.
- g) Damage caused by the use of non-manufacturer-approved **accessories**.

#### Specific Breakdown exclusions

Any breakdown:

- a) that occurs during the manufacturer's guarantee or warranty period.
- b) caused by placing or using the **gadget** in a location or environment that is not in accordance with the manufacturer's instructions.

## **4. GENERAL EXCLUSIONS**

- 1. Any claims made during the **exclusion period**.
- 2. Any pre-existing fault prior to you taking out this insurance.
- 3. Any **gadget** not bought as new from a UK VAT-registered company within 12 months of the original policy **start date** or the date from which **you** added the **gadget**.
- 4. Any claims for a **gadget** purchased from an online auction site or online marketplace unless **you** provide a receipt as new from a UK VAT registered company.
- 5. The cost of any claims relating to a level of cover **you** have not purchased.
- 6. Theft, loss, accidental damage or unauthorised call charges whilst the gadget is in the possession of any third party with your explicit consent other than your immediate family or authorised person.
- 7. You deliberately damage, intentionally leave or neglect the gadget.
- 8. Theft, loss, accidental damage or breakdown to accessories which are not attached to your gadget at the time of the incident.

- 9. Cosmetic damage which includes but is not limited to wear and tear or gradual deterioration, corrosion, rust, dust or change in temperature, gradually developing defects, flaws or fractures, scratching, chipping, abrasion, change of colour, texture or finish.
- 10. Routine maintenance, adjustment, modification or servicing.
- 11. The VAT element of any claim if **you** are VAT registered.
- 12. Any other costs that are indirectly caused by the event which led to **your** claim, unless specifically stated in this policy.
- 13. 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.
- 14. Any **loss** damage or liability directly or indirectly occasioned by, happening through or in consequence of war, terrorism, 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.
- 15. A claim where **you**, an authorised person or **your immediate family** cannot confirm the circumstances of the claim.
- 16. Any claim where **proof of usage** and/or **proof of purchase** of the **gadget** cannot be provided.
- 17. Any claim where **proof of repair** cannot be provided for the **gadget** that has been previously repaired.
- 18. The cost of replacing any stored data or software including but not limited to songs, personalised ringtones, pictures, films, graphics, or applications.
- 19. A claim resulting from the failure of any microchip, software, electrical or computer equipment, microcontroller, **accessories**, or associated equipment to correctly recognise and process any calendar date or time.
- 20. Reconnection costs or subscription fees of any sort.
- 21. Any **gadget** that was not in full working order upon purchase of this policy.
- 22. A repair or replacement if the **gadget** and/or SIM card was blocked by **your** network or service provider at the time of the incident claimed.
- 23. If a SIM card registered to **you** was not in **your gadget** at the time of the incident.
- 24. Any claim submitted by **you** where the make, model, storage capacity, and/or **IMEI/serial number** differs from those details provided by **you** when **you** purchased **your** policy.
- 25. Any accessories unless a valid gadget claim has been approved by us for theft, loss or accidental damage of your gadget where the accessories are stolen, lost or damaged at the same time as your gadget.
- 26. Repairs for faults relating to a reduction in image retention on LCD, plasma or projection TV screens.
- 27. Pixilation, gas discharge, re-gassing or image burn on any TV surface or screen. Pixilation means the failure of either a liquid crystal screen (LCD) or a plasma screen pixel to react to the signal applied to it.
- 28. Accidental damage or water damage for TVs.

- 29. Faults resulting from **you** failing to follow the operating and maintenance instructions of **your gadget** as per the manufacturer's guidelines.
- 30. Faults that arise from **your gadget** being tampered with by an unauthorised person or a non-manufacturer-approved engineer.
- 31. Any damage that happens after the incident occurs due to the continued use of **your gadget.**
- 32. **Gadgets** in transit where **you** have not protected the **gadget** to a safe standard e.g. covered in fitted bubble wrap within a cardboard container where the **gadget** is not loose.
- 33. Any malfunction of the **gadget** caused by or related in any way to a software virus or any other software malfunction.
- 34. Costs of rearranging missed appointments with couriers/engineers

## **5. GENERAL CONDITIONS**

#### Cover

- 1. Cover may terminate immediately if **your** monthly premium has not been paid in advance to the **administrator** as detailed in **your certificate schedule**.
- 2. Cover is limited to one claim for **theft** or **loss** per policy year and unlimited claims are allowed for **accidental damage** and/or **breakdown** per policy year.
- 3. If you are paying in monthly instalments and make a claim you will be required to pay the premium for the minimum term of 12 months in advance before we can authorise a claim. The remaining premium must be received within 30 days of the claim date. If you have added a gadget(s) to your policy part way through your policy and you make a claim for that gadget(s), you will be required to pay a full 12 months' cover for that gadget(s).
- 4. Any excesses must be paid before a claim can be paid or a replacement **gadget** provided to **you**.
- 5. We may change the terms and conditions of the policy and or the premium. We will give you 30 days written notice via email of any changes.
- 6. If **you** subsequently find **your gadget** and/ or its **accessories** after a successful **loss** or **theft** claim **you** must return **your gadget** to **us** within 7 calendar days.
- 7. If no fault is found with **your gadget you** may be liable for all claim costs.
- 8. If **your gadget** is linked to an Apple ID, **we** will not be able to dispatch the repaired handset or a replacement before **you** have removed the Apple ID from the **gadget**.
- 9. **Proof of purchase** must be in **your** name or that of an **immediate family** member. **We** may ask for detailed proof of **your immediate family** members such as a birth certificate, marriage certificate or other relevant document of **our** choosing.

### **Transferring Cover**

Should **you** replace **your gadget** with a new **gadget** the **insurer** may consider transferring the benefit of the insurance, providing **your** new **gadget** remains within the same price banding. **You** must advise the **administrator** of the make, model **IMEI number** (where applicable) and storage capacity of the new **gadget**. The benefit will be transferred from the date confirmed by the **administrator**.

## 6. CLAIMS PROCEDURE

To make a claim please use the contact details below.

• Online: <u>www.row.co.uk/login</u>

If you have questions about raising a claim, contact our customer service team at 0203 411 9409.

Theft and Loss claims (If covered, theft and loss will be indicated on your certificate schedule)

- Notify **us** within 30 days of discovery (or within 30 days of returning to the UK if abroad).
- Notify police within 48 hours and get a crime reference number and copy of the report. Lost property numbers are not accepted for **theft** claims.
- Report lost/stolen **gadgets** to the place they went missing from. **We** may ask for details of where and **your** actions to recover the **gadget**.
- Provide all known details that could help pursue the claim. Failure to inform **us** or pursue evidence may lead to declining or withdrawing the claim.
- You must cooperate with the police, us and the insurer to prosecute thieves.
- Where a stolen or lost **gadget** is recovered after a valid claim has been processed this will be considered the property of the **insurer** and must immediately be returned via the **administrator**.
- We will assess the claim and if valid, authorise a replacement or a contribution up to the limit in your certificate schedule or £100 for accessories.

#### Accidental Damage & Breakdown Claims (Accidental damage coverage does not extend to TVs)

- Notify **us** within 30 days of discovery (or within 30 days of returning to the UK if abroad).
- Keep all **gadget** parts and return them for inspection as instructed **you** remain responsible until received.
- We will assess the claim and if valid, authorise repair, replacement or contribution up to the limit in **your certificate schedule** or £100 for **accessories**. We will erase all data before inspection.

#### All Claims

- In the event of a claim, **you** must comply with the required timelines specified.
- Complete the online claim form in full and submit it. Within 30 days, provide any requested documents such as crime reference number, **proof of purchase**, **IMEI/serial number**, call charge details, or other documents.
- If you have indicated that the **gadget** had been repaired previously, **we** will require **proof of repair**. We reserve the right to verify any and all repairs undertaken.
- If unable to complete a claim online, notify **us** in writing or by phone within 30 days.
- If **you** are unable to provide the requested documents within 30 days, please contact us. Otherwise, failure to provide the requested documents within 30 days will result in **your** claim being withdrawn.
- Your monthly or annual premium must have been received at the time of claiming.
- You must pay the excess, and any remaining premium if paying monthly within 30 days. If you fail to do so, your claim will be withdrawn.

- If **your** existing **accessories** are incompatible with the replacement, **we** will cover the cost of replacements up to £100 on **proof of purchase** from a UK VAT-registered company. This policy offers replacement only, not replacement as new.
- Underinsurance: If the **gadget(s)** is worth more than the maximum amount covered by the insurance when the incident happens, **we** will only pay part of the claim. For example, if the insurance only covers one-third of the cost of replacing the **gadget(s)**, **we** will only pay one-third of the claim.
- If **your** policy is void, **we** may retain premiums to assist with claim costs, such as the **gadget** being over 12 months old at application.
- Inform **us** within 48 hours if a repaired or replacement **gadget** is damaged on arrival.

We reserve the right to:

- We can speak to any party relevant to the claim or connected to the policy, including the **gadget** owner or **you**. If not possible without mitigating circumstances, this may invalidate the claim.
- Arrange an interview at the policy address.
- Use a translator in order to speak to any non-English speaking persons.

## 7. RENEWAL

You will be contacted at least 14 days before the renewal date of your policy to invite you to renew the policy. We will tell you about any changes to the premium or the policy terms and conditions. If you do not wish to renew your policy, please contact us before your renewal date. If you do not contact us the policy will automatically renew.

## 8. YOUR STATUTORY RIGHT OF CANCELLATION

You have the right to cancel this policy within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. We will refund you any premium you have paid to us unless you have made a claim.

To cancel the policy please contact **us**:

• Phone: 0203 411 9409

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Fraud.
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions.

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

In addition to **your** statutory rights, **you** may cancel this insurance at any time by giving notice of cancellation to the **administrator**. Cover will terminate immediately on receipt of **your** notice of cancellation.

- For policies paid on a monthly or quarterly basis, there will be no refund of the premium.
- For policies paid annually a pro rata return premium will be given less an administration charge of £30.

If **you** have made a claim no refund will be due.

If **you** want to cancel and **you** are paying by Direct Debit, **we** require seven calendar day's written notice otherwise **we** may attempt to take the premium due and cannot be held responsible for any bank charges incurred.

The **insurer** reserves the right to cancel this insurance by giving 14 days written notice to **you** and giving a pro-rata return premium.

# 9. COMPLAINTS PROCEDURE

We always strive to provide excellent service. However, if you have a complaint, please contact us.

- Telephone: 0203 4119409
- Email: complaints@row.co.uk

We will respond to **your** complaint within four weeks of receiving it. **Our** response will be **our** final decision based on the information provided. If there's a delay in **our** investigations, we'll explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, you're still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

- The Financial Ombudsman Service, Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR
- Telephone: 08000 234 567 (free for people calling from a landline) or 0300 123 9 123
- Email: complaint.info@financial-ombudsman.org.uk

Following this complaint procedure does not stop **you** from taking 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.

## **10. DATA PROTECTION**

PLEASE READ this notice and **our** privacy policy as it explains the purposes for which the **insurer** or **we** will use **your** personal information.

Each of the **insurers** and **us** is a data controller of the personal information each of them collects about **you** in connection with this policy.

#### **BIG Warranties Ltd Privacy Notice**

Your personal information will be used for the following purposes:

- a) for administration of this policy including, but not limited to, underwriting, administration and claims handling
- b) to communicate with you in connection with this policy
- c) for internal analysis and research
- d) to comply with legal and regulatory requirements
- e) to help prevent, detect or deal with crime or fraud.

**We** use agents and service providers to collect, hold and process on its behalf **your** personal information for the purposes set out in this policy. These agents and service providers act on **our** instructions (as applicable) and will only use information as **we** tell them to.

**We** may disclose **your** personal information to third parties (including to the police, other governmental bodies, and other insurers as required by law or if **we** think the disclosure may help to prevent, detect and deal with crime or fraud.

You have the right to ask for a copy of the information **we** hold about **you**. If **you** find at any time that any of the information, **we** hold about **you** is incorrect then **you** should promptly notify **us** and **we** (as appropriate) will correct the inaccuracy.

To view **our** full privacy notice, **you** can go to https://www.bigwarranties.co.uk or request a copy by contacting **us** via the contact details below.

**You** can contact **us** about privacy issues or comment or complain about **our** privacy practices by contacting **us** on 0333 733 0733. Alternatively, **you** can write to **us** at Data Protection, BIG Warranties, Enterprise House, 21 Oxford Road, Bournemouth, Dorset, BH8 8EY.

#### **Collinson Insurance Privacy Notice**

As 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).
- 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, third-party administrators, 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 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 which 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 https://cifas.org.uk/fpn and https://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.

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 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: <u>data.protection@collinsongroup.com</u>
- Postal Address: 3 More London Riverside, London, SE1 2AQ

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 <u>https://ico.org.uk/</u>

# **11. ALTERATION AND ASSIGNMENT**

**You** are not permitted to assign to another person(s) or change in any way the rights under this policy without the express consent of the **insurer** or its agent, acting on its behalf.

# 12. EXCLUSION OF THIRD PARTY RIGHTS

Nothing in this policy is intended to confer a directly enforceable benefit on any other party and therefore the provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply.

# 13. GOVERNING LAW

This policy, and any dispute concerning its interpretation, is governed by the laws of England and Wales and the jurisdiction of the English Courts will apply. **We** will communicate in English.