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Introduction

This **Policy** document and the **Certificate of Insurance** should be read together as one document. Please keep these documents together in a safe place.

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

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

If any of the information **We** have recorded is incorrect, or if **You** have got any questions about this **Policy You** should refer to **Your** insurance advisor. Provided your **Premium** is paid, and **You** adhere to the conditions of **Your Policy**, **We** will pay the agreed benefit in the event of a successful claim.

We will only insure **Gadgets** that are:

- a. purchased as new in the UK or;
- b. purchased as refurbished in the UK direct from the manufacturer or network provider or;
- c. gifted to **You** as long as **You** are able to provide **Proof of Purchase** and;
- d. not more than 36 months old at the time the policy was purchased and **You** are able to supply **Evidence of Ownership** if requested.

Thank you for choosing Building Block Insurance PCC Limited.

Paul M Brierley



Chief Executive

Definitions

Please see below definitions of words and terms which are used in **Your Policy** wording. If **We** explain what a word means, that word has the same meaning wherever it appears in **Your Policy** or **Certificate of Insurance**. These words are highlighted in bold throughout **Your Policy**.

Accessories: Any item that **You** may attach or connect to **Your Gadget** (for example: headphones).

Accidental Damage: Physical damage caused by a sudden and unexpected event. This extends to include malicious damage, damage to screens and damage resulting from contact with water and other liquids.

Accidental Loss: Means that the **Gadget** has been accidentally left by **You** in a location and **You** are permanently deprived of its use. Please note that this cover only applies to mobile phones.

Administrator: The **Administrator** of **Your Policy** is Paragon Car Ltd who are authorised and regulated by the Financial Conduct Authority, firm reference no. 312028.

Breakdown: The failure of any electrical or mechanical component in **Your Gadget** due to a sudden and unforeseen fault, which causes **Your Gadget** to stop working in the way the manufacturer intended, and which requires repair or replacement before the **Gadget** can be used again. Please note that this cover does not apply to laptops.

Certificate of Insurance: Means the document providing details of the cover **You** have selected.

Claims Handler: Ryan Direct Group acting as the **Claims Handler** of **Your Policy**.

Evidence of Ownership: A document to provide proof that the **Gadget** **You** are claiming for is owned by **You**. Such evidence may be any of the following (but not limited to) a copy of the receipt, a gift receipt or, (if the **Gadget** is a mobile phone), confirmation from **Your** network provider that the mobile phone has been used by **You**.

Fraudulent Calls: Any calls made from **Your Gadget** after the time that it was lost or stolen, to the time that it was blocked by **Your** airtime provider.

Gadget/s: The portable items insured by this **Policy**, which were purchased as new (or refurbished direct from the manufacturer or network provider) by **You** or gifted to **You** and being a; mobile phone (including iPhone), iPad, tablet, phablets, satellite navigation unit, iPod, MP3 player, laptop, camera, portable DVD player, portable gaming consoles, or LCD monitor.

Home: **Your** permanent residence shown on **Your Certificate of Insurance**.

Immediate Family: **Your** mother or father, spouse or domestic partner, son or daughter (including son or daughter of **Your** spouse or domestic partner), who permanently resides at **Your Home** as shown on the **Certificate of Insurance**.

Insurer: Building Block Insurance PCC Limited ('BBI') with registered office at 1 Princess Elizabeth Street, Ta' Xbiex XBX 1102, Malta. BBI is licensed and regulated by the Malta Financial Services Authority and is an authorised EEA insurer. **You** can check **Our** details by referring to the Financial Conduct Authority's Financial Services Register. **Our** reference number is 616033.

Period of Cover: The period of twelve months stated in **Your Certificate of Insurance**.

Policy / Insurance Policy: The contract of insurance between **You** and **Us**.

Policyholder: The person/s named in the **Certificate of Insurance**.

Precautions: All measures that it would be reasonable to expect a person to take in the circumstances to prevent **Accidental Loss**, **Accidental Damage** or **Theft** of **Your Gadgets**.

Premium: The amount **You** pay for the **Policy**. This is shown in **Your Certificate of Insurance**.

Proof of Purchase: Means an original receipt and any other documentation required to prove **Your Gadget** was purchased as new, refurbished by the manufacturer, or as a gift, from a UK VAT registered company. This must show the date of purchase, make, model, IMEI/Serial number of **Your Gadget**. **Your Gadgets** must be less than 36 months old when the policy is started.

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 if requested by **Us** when the **Gadget** is sent to **Our** repairers for inspection.

Replacement Item: An identical **Gadget** of the same age and condition or, if not available, one of comparable specification or the equivalent value - taking into account the age and condition of the original **Gadget**. For clarity, this is not a 'new for old' policy and the replacement item can be a new or refurbished item of equivalent specification.

Start Date: The date cover starts, as shown on **Your Certificate of Insurance**.

Terrorism: Means any act, including but not limited to the use of force or violence of or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation 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: The unlawful taking of **Your Gadget** against **You** will by another party, with the intent to permanently deprive **You** of that property, or burglary by forcible and violent entry, or the removal of **Your Gadget** by forcible and violent means against **You**.

Unattended: Not within **Your** sight at all times, and out of **Your** arms-length reach.

Virus: Means any Trojan horses, worms, logic bombs or any program or software which prevents the **Gadget** from working properly or at all.

We, Us, Our: Building Block Insurance PCC Limited acting as **Insurer**, Paragon Car Ltd acting as **Administrator**, or Ryan Direct Group acting as **Claims Handler**.

You, Your: The person, who owns the **Gadgets** and is either, named as the **Policyholder** on the **Certificate of Insurance**, or an **Immediate Family** member of the **Policyholder**.

Am I eligible for cover?

You are eligible for cover if:

- a. **You** are a permanent UK resident
- b. The **Policyholder** is over 18 years of age

We will only insure **Gadgets** that are:

- a. purchased as new in the UK or;
- b. purchased as refurbished in the UK direct from the manufacturer or network provider or;
- c. gifted to **You** as long as **You** are able to provide **Proof of Purchase** and;
- d. not more than 36 months old at the time the **Policy** was purchased and **You** are able to supply **Evidence of Ownership** if requested.

What am I covered for?

The maximum cover limit provided under this **Policy** is either £500 or £1000, this limit is inclusive of the **Policy** excess. For clarity this is an overall **Policy** limit, and is not per claim. The level of cover **You** have chosen will be shown on **Your Certificate of Insurance**. The **Period of Cover** is 12 months.

A maximum of 2 claims can be made in any 12 month **Period of Cover** for the following risks (subject to the maximum in total for all claims as shown on **Your Certificate of Insurance**).

Accidental Damage

We will pay the costs of repairing **Your Gadget** as a result of **Accidental Damage**. If **Your Gadget** cannot be repaired then a **Replacement Item** will be provided by **Us**.

Theft

If **Your Gadget** is stolen **We** will provide a **Replacement Item**. Where only part or parts of **Your Gadget** have been stolen, **We** will only replace that part or parts.

Accidental Loss

If **You** lose **Your** mobile phone **We** will replace it with a **Replacement Item**. No other type of **Gadget** is insured for **Accidental Loss**.

Breakdown

We will pay repair costs if **Your Gadget** is damaged as a direct result of electrical or mechanical **Breakdown** occurring outside of the manufacturer's guarantee period. If **Your Gadget** cannot be repaired, **We** will replace it. This cover is not available on laptops.

Worldwide Cover

Your Gadget is covered for up to 90 days abroad within any 12 month **Period of Cover**. Replacement or repair can only be dealt with once **You** are back in the UK.

Fraudulent Call Cover

If **Your** mobile phone is accidentally lost or stolen and is used fraudulently, **We** will reimburse **You** for the costs up to a maximum value of £500 upon receipt of **Your** itemised bill. This is in addition to the **Policy** limit stated on your **Certificate of Insurance**.

What am I not covered for?

Your Gadget is not covered for:

1. Theft or Accidental Loss

You will not be covered for **Theft** or **Accidental Loss**;

- a. From any motorbike or motor vehicle where **You** or someone acting on **Your** behalf is not in the vehicle, unless the **Gadget** has been concealed in a closed boot, locked pannier, 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. Damage must be caused by the thief, and evidence provided with **Your** claim; or
- b. From any building, land or premises, unless force, resulting in damage to the building or premises, was used to gain entry or exit, evidence of which must be provided with **Your** claim; or from **Your** control, except where it has been concealed either on or about the person and not left unattended, or the use of physical force or violence against the person has been used or threatened; or
 - c. Where the **Gadget** has been left **Unattended** when it is away from **Your Home**; or
 - d. Where the **Gadget** was in the possession of someone other than **You** at the time of the event; or
 - e. For the first £25 of each **Theft** claim, or the first £50 of each **Accidental Loss** claim.

2. Accidental Damage or Breakdown

You will not be covered for **Accidental Damage** or **Breakdown** caused by;

- a. **You** deliberately damaging or neglecting the **Gadget**; or
- b. **You** not following the manufacturer's instructions; or
- c. Routine servicing, inspection, maintenance or cleaning; or
- d. Loss or damage caused by a manufacturer's defect or recall of the **Gadget**; or
- e. Repairs carried out by persons not authorised by **Us**; or
- f. The first £25 of each **Accidental Damage** or **Breakdown** claim.

3. Fraudulent Call Cover

We will not pay for any **Fraudulent Calls**, where the **Theft** or **Accidental Loss** of **Your** mobile phone has not been reported to **Your** airtime provider within 24 hours of the **Theft** or **Accidental Loss** occurring.

4. Repair or other costs for:

- a. Routine servicing, inspection, maintenance or cleaning; or
- b. A manufacturer's defect or recall of the **Gadget**; or
- c. Repairs carried out by persons not authorised by **Us**; or
- d. Wear and tear to the **Gadget**, depreciation, gradual deterioration of performance or damage caused by atmospheric or climatic conditions; or
- e. Cosmetic damage of any kind - including scratches, chips or dents; or
- f. Any damage caused by a **Virus**; or
- g. Any **Gadget** which has had its serial number tampered with in any way.

General Exclusions

Cover will not be provided for;

1. Any **Gadget** for which **You** cannot provide **Proof of Purchase** to prove your **Gadget** was purchased as new (or if refurbished purchased direct from the manufacturer or network provider), from a UK VAT registered company. This must show the date of purchase, make, model, IMEI/Serial number of **Your Gadget**. **Your Gadgets** must be less than 36 months old when the **Policy** is started;
2. This insurance only covers **Gadgets** bought and used in the UK. Cover is extended to include use of **Gadgets** anywhere in the world up to a maximum of 90 days in total, in any single 12 month **Period of Cover**, subject to any repairs being carried out in the UK by repairers approved by **Us**.

No cover is provided for claims if **You** are travelling to a country where the Foreign and Commonwealth Office (FCO) have advised against all but essential travel. **You** can check the latest FCO travel advice at www.fco.gov.uk.

3. **Your** SIM card, or the **Theft, Accidental Loss** or **Breakdown** of a mobile phone or **Gadget** designed to use a SIM card if a SIM card registered to **You** was not in **Your** mobile phone or **Gadget** at the time of the incident;
4. Where all **Precautions** to prevent any loss or damage have not been taken;
5. 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** ;
6. The first £25 of each **Theft** or **Accidental Damage** claim, or the first £50 of each **Accidental Loss** claim;
7. **Accidental Loss, Accidental Damage, Theft** or **Breakdown** to **Accessories** of any kind;
8. Reconnection costs or subscription fees of any kind;
9. The cost of any **Fraudulent Calls** following the **Theft** or **Accidental Loss** of a mobile phone unless the **Theft** or **Accidental Loss** of the mobile phone has been reported to the airtime provider within 24 hours;
10. **Accidental Loss** where the circumstances of the loss cannot be clearly identified, i.e. where **You** are unable to confirm the time and place where **You** last had your **Gadget**;
11. Any claim if the **Gadget** has not been used after the **Start Date** of **Your Policy**;
12. **Terrorism** and 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;
13. Claims arising from damage or destruction caused by, contributed to, or arising from:
 - i. Ionizing radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel; or
 - ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.
14. Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
15. Any loss of or damage to information, data or software contained in or stored on the **Gadgets** whether arising as a result of a claim paid by this **Policy** or otherwise;
16. Any indirect loss or damage resulting from any event which caused a claim under this **Policy**. The only exception to this is **Fraudulent Calls** (up to a maximum of £500) provided the conditions stated in section i of the General Exclusions are met;
17. Liability of whatsoever nature arising from ownership or use of the **Gadgets**, including any illness or injury resulting from it;
18. Value Added Tax (VAT) where **You** are registered with HM Revenue and Customs for VAT;
19. Any **Gadget** that is not less than 36 months old (with valid **Proof of Purchase**) when the **Policy** is started. This insurance does not cover **Gadgets** purchased outside of the UK, or any **Gadgets** purchased second hand;
20. **Your Gadget** must be in good condition and in full working order prior to taking out this **Policy**. If there is evidence that the **Accidental Damage, Theft** or **Accidental Loss** occurred prior to the policy **Start Date**, **Your** claim will be refused and no **Premium** refund will be due.

How do I make a claim?

If **You** need to make a claim, **You** should contact **Us** as soon as possible. Please follow these simple steps:

1. Notify the relevant people

- a. Report the **Theft** or **Accidental Loss** of any **Gadget**, within 24 hours of discovery, to **Your** airtime provider and blacklist **Your** handset.
- b. Report the **Theft** or **Accidental Loss** of any **Gadget** to the Police within 48 hours of discovery, and obtain a crime reference number (in support of a **Theft** claim), or a lost property number (in support of an **Accidental Loss** claim).
- c. Contact Ryan Direct Group
By telephone: 03301026849 or by email: specialistclaims@ryandirectgroup.co.uk as soon as possible (and in any event within 7 days) of any incident in order to:
 - (i) notify them and provide them with details of the incident likely to give rise to a claim under this insurance; and
 - (ii) request a claim form.

Note: If the incident occurred outside the UK, please notify Ryan Direct Group within 48 hours of **Your** return to the UK.

2. Gather information

To process **Your** claim quickly, **We** will need information about the circumstances that led to **Your** claim. The information required will be detailed when **You** contact **Us** and may include any of the following:

- a) Police report/crime reference, where the claim is for **Theft**.
- b) Police report/lost property number, where the claim is for **Accidental Loss**.
- c) Evidence of ownership.
- d) Proof of purchase.
- e) Blocking confirmation from your network including date last used, where claim is for theft or loss.
- f) Photographic evidence of the damage to the **Gadget** where the claim is for **Accidental Damage**.

3. Submit your claim

Please return the requested claim form as soon as possible, making sure:

- a. **You** have enclosed all the requested documents (and any additional information) to support **Your** claim.

The completed claim form, **Proof of Purchase** and any additional information that may be required from **You** is to be returned as instructed by Ryan Direct Group.

NOTE - If **We** replace **Your Gadgets**, the damaged or lost item becomes **Ours**. If it is returned or found, **You** must notify **Us** and send it to **Us** if **We** ask **You** to.

Important: **We** will process **Your** claim under the terms and conditions of this **Policy** 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 reason, **We** will consider this as fraud. Details of all such cases will be passed to appropriate agencies for action.

General Conditions

Applies to all sections of this **Policy**.

1. Keeping to the terms of the Policy

We will only give **You** the cover described in the **Policy** if:

- a) **You** pay the **Premium** on the agreed date; and
- b) when making a claim **You** meet all of the conditions as far as they apply; and
- c) declarations made, information given to **Us** orally, electronically or in writing which form the basis of this **Policy**, are complete, accurate and true.

2. When the Policy and cover ends

This **Policy** will end automatically at the earliest of the following events:

- a) The **Period of Cover** of **Your Policy** has completed.
- b) **You** stop paying or don't pay for **Your Policy**.
- c) **You** or **We** cancel the **Policy**.
- d) Claim payments have been made up to the maximum value of the **Policy** limit

3. Cancelling Your Policy

You can cancel **Your Policy** within 14 days from:

- a) the day of the conclusion of the contract; or
- b) the day on which **You** receive the contractual terms and conditions, if that is later than the date referred to above.

We will refund any **Premium You** have paid unless **You** have made a claim and settlement terms are subsequently agreed.

After 14 days, provided that no claim has been made, **You** may cancel this **Policy** and receive a pro rata refund of the **Premium** paid for each unexpired months cover, calculated from the date the cancellation request is received by **Us**.

We may cancel this **Policy** by giving **You** 30 days' notice in writing where there is a valid reason for doing so. Valid reasons may include but are not limited to:

- a) If **We** suspect fraudulent activity.
- b) If **You** are not complying with the terms and conditions of the **Policy**.
- c) If **You** use threatening or abusive behaviour towards our staff or suppliers.

A cancellation letter will be sent to **You** at **Your** last known address, and:

- a) any **Premium You** have paid for the period after the cancellation will be refunded to **You**; and
- b) **We** will pay any valid claim occurring before the cancellation date.

If **You** choose to cancel **Your** insurance, simply return **Your Certificate of Insurance** marked 'cancelled' to **Your** insurance advisor.

4. Fraud

If **You** - or anyone acting on **Your** behalf - make a claim which is at all false or fraudulent, or supports a claim with any false or fraudulent document, device or statement, this **Policy** will be void and **You** will lose all benefit and **Premiums You** have paid for this **Policy**. In addition, **We** may recover any sums paid for any claim.

If **You** fraudulently provide **Us** with false information, statements or documents, **We** may record this on anti-fraud databases and **We** may also notify other organisations.

5. Choice of law

All aspects of this contract of insurance - including negotiation and performance - are subject to English law and the decisions of the English courts.

6. Rights of Parties

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this **Policy** but this doesn't affect any right or remedy of a third party which exists, or is available, apart from such Act.

7. Other insurance

If **You** have other insurance that provides the same or similar types of cover, **You** must tell **Us** when **You** make a claim.

Replacement Condition

This **Policy** is for replacement only, and is not a 'replacement as new' policy. If **Your Gadget** cannot be replaced with an identical item 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 original item. The claim limit of **Your Policy** can be found on **Your Certificate of Insurance**.

Transfer of Policy

You cannot transfer this **Policy** to someone else without notifying **Us** in writing and receiving confirmation from **Us**.

Financial Services Compensation Scheme

If the **Insurer** is unable to meet their liabilities, **You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS).

Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

Data Protection Act

We use and collect **Your** personal data (such as **Your** name, address, date of birth) to arrange and administer **Your** insurance. **We** may also collect sensitive personal data (concerning **Your** physical and/or mental health) in the event of any claim. **Your** personal data is kept securely at all times and **We** do not keep **Your** information for any longer than **We** need to, after such time **Your** data will be securely destroyed.

We may share **Your** personal data with selected third parties such as other insurers and credit reference agencies in order to verify **Your** identity and the information **You** supply to **Us**. **We** may also be required to share **Your** data with regulatory bodies and law enforcement agencies in order to

prevent fraudulent claims. **We** will not share or sell **Your** data to any third party for marketing purposes without **Your** consent.

Your personal data will not be transferred outside the European Economic Area unless that country has an adequate data protection regime which safeguards **Your** personal data.

You have the right to request the personal data **We** hold about **You**. To submit a subject access request please contact **Us**. A fee of up to £10 may be payable by **You**.

Making a complaint

If **Your** complaint is about the sale or **Administration** of this **Policy**, please contact:

Customer Services Manager

Paragon Car Limited
London House
Thames Road
Crayford
Dartford
Kent, DA1 4SL

Email: Info@Paragon-uk.net or Telephone: **01322 429100**

If **Your** complaint is about a claim please contact:

Customer Relations Department

Ryan Direct Group
PO Box 1193
Doncaster
DN1 9PW

If **You** remain dissatisfied after following the above complaints procedures in full, in relation to matters concerning the **Policy** sale process or any other aspect of service that **You** have received, **You** can ask the Financial Ombudsman Service to review **Your** case. Their address is:

The Financial Ombudsman Service

Exchange Tower
London
E14 9SR

Telephone: **0800 0234567** or **0300 1239123**

Web: www.financial-ombudsman.org.uk

Using this complaints procedure or referral to the Financial Ombudsman Service does not affect **Your** legal rights.

If **Your** complaint is about the **Policy** please contact:

Complaints Manager

Building Block Insurance PCC Limited
1 Princess Elizabeth Street
Ta' Xbiex
Malta
XBX 1102

Email: complaints@buildingblockpcc.com

Telephone: **0800 912 1464**

If **You** remain dissatisfied after following the above complaints procedures in full in relation to matters concerning the **Policy You** can ask the Consumer Complaints Manager to review **Your** case.

Their contact details are:

Consumer Complaints Manager
Malta Financial Services Authority,
Notabilie Road,
Attard,
BKR3000,
Malta

Web: www.mymoneybox.mfsa.com.mt

Email: consumerinfo@mfsa.com.mt

Telephone: **+356 21441155** (overseas call charges apply)

Building Block Insurance PCC Limited

1 Princess Elizabeth Street, Ta' Xbiex, Malta, XBX1102

Calling from the UK **0800 912 1464** Calling from outside the UK **(+44) 1476 581 276**

www.buildingblockpcc.com

This Gadget Insurance Policy is underwritten by Building Block Insurance PCC Limited ('BBI') and administered by its authorised representative Paragon Car Ltd.

Building Block Insurance PCC Limited is a protected cell company authorised by the Malta Financial Services Authority to carry on general insurance business and the non-cellular assets of BBI may be used to meet losses incurred by any of its cells in excess of their cellular assets. No recourse may be made by You however in connection with any losses relating to this Policy against the cellular assets of any protected cell of BBI.

Building Block Insurance PCC Limited, is a registered company, with registration number C 63128.