



Hearing Aid Insurance

POLICY WORDING

Underwritten by

 Ashton General Insurance

Insurance provided by

ASSETSURE

Welcome to

Ashton General Insurance Limited

Insurance For Hearing Aids

Thank you for choosing to purchase this specialist Ashton General Insurance Limited **Policy** via Assetsure.

Insurance **Policies** are underwritten by Ashton General Insurance Limited which is registered in Guernsey and regulated by the Guernsey Financial Services Commission. Ashton General Insurance Limited and Hildon Park Limited, (trading as Assetsure) have common ownership."

It is important that **You** read this **Policy** together with **Your** current **Policy Schedule** and any endorsements carefully. If anything is not correct or it does not meet **Your** insurance requirements please contact the broker whom provided **You** with this **Policy** immediately.

You should keep a record (including copies of letters) of all information **You** supply to **Us** in connection with this contract of insurance. No change or modification to this **Policy** shall be effective unless confirmed in writing by **Us** via **Your** broker.

The amounts insured should represent the full value of the **Item Insured**. If **You** are in any doubt speak to **Your** broker for assistance.

You must take reasonable care not to make a misrepresentation to **Us**. This means that all the answers **You** give and statements **You** make as part of **Your** insurance application, including at renewal and when an amendment to **Your Policy** is required, should be honest and accurate. If **You** deliberately or carelessly misinform **Us**, this could mean that part of or all of a claim may not be paid.



James Farley, Director
Ashton General Insurance Limited

IMPORTANT NOTE

PLEASE READ THIS POLICY DOCUMENT CAREFULLY AND ENSURE THAT IT MEETS YOUR REQUIREMENTS. IF YOU HAVE ANY QUERY PLEASE CONTACT ASSETSURE THE BROKER WHO SOLD YOU THIS POLICY PLEASE KEEP THIS POLICY IN A SAFE PLACE YOU MAY NEED TO REFER TO IT IF YOU MAKE A CLAIM.

Useful Contacts

General queries and **Policy** amendments:
To request any alteration to your policy, please contact the broker who sold it to you.
Your Policy was sold by Assetsure, you can contact them on

Tel: 0208 0033 190

Email: customer@assetsure.com

Claims:

If **You** wish to make a claim, in the first instance, please report it to the broker who sold you this **Policy**. **Your Policy** was sold by Assetsure, you can contact their claims department on:

Tel: 0208 0033 191

Email: claims@assetsure.com

Ashton General Insurance Limited is a company registered in the Bailiwick of Guernsey under the Companies (Guernsey) Law, 2008 with Company Number 69471.

Registered Office: Suite 5, Town Mills, Rue du Pre, St Peter Port, Guernsey, GY1 6HS The Company is regulated under the Insurance Business (Bailiwick of Guernsey) Law, 2002 by the Guernsey Financial Services Commission with licence number 2730897.

As a Guernsey insurance company, we are not party to the UK Financial Services Compensation Scheme.

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Definitions

The following definitions apply to this **Policy**. Each time the words below are used they will have the same meaning wherever they appear in the **Policy** or **Schedule**. To help identify these words they will appear in **bold**.

Amount Insured shall mean the amount shown on the **Schedule** for an individual item, or a category of items.

Damage shall mean physical **damage** or destruction

Excess The first portion of each and every **Loss You** are required to pay. The amount of **Excess** is stated on **Your Schedule** of insurance.

Hearing Aid a small amplifying device worn to assist hearing

Item Insured shall mean each item that is individually insured

Loss shall mean physical **loss** or theft of the item insured

Home shall mean the private dwelling used as **Your** main residence

Period of Insurance shall mean the period of cover shown on **Your Schedule**.

Policy shall mean and include all information provided to **Us** as part of a proposal for the issue, renewal or amendment of the contract of insurance as set out in this document and shall incorporate the **Schedule** and any endorsements issued, all of which shall be incorporated in this document.

Schedule shall mean the **Schedule** attached to or referred to in this **Policy**.

Terrorism shall mean an act, including using or threatening to use force or violence which:

is committed by a person or group of people, whether acting alone or on behalf of or in connection with an organisation or government; and is for political, religious, ideological or similar reasons. This includes the intention to influence a government or to frighten the public or any section of the public

We, Us, Our, Insurer shall mean Ashton General Insurance Limited

You, Your, Insured shall mean the person(s) named in the **Schedule** and all permanent adult members of that person's household.

What is covered

We will insure the **Item(s) Insured** as described in the **Schedule** against physical **Loss** or physical **Damage** up to the **Amount Insured** anywhere in the world during the **Period of Insurance**, subject to the terms, exclusions and conditions shown below.

What is not covered

We will not pay for:

1. **Loss or Damage** occurring outside of the United Kingdom if **You** have been, or intend to be, away from the United Kingdom for more than 60 consecutive days.
2. Any disposable **Hearing Aid(s)**.
3. **Loss or Damage** to batteries unless **Hearing Aid(s)** lost or **Damaged** at the same time.
4. **Loss or Damage** caused by battery leakage.
5. **Loss or Damage** whilst **You** are swimming or involved in any water sport.
6. **Loss or Damage** whilst **You** are in water.
7. **Damage** caused when with audiologists
8. Any routine repair, servicing, inspection, maintenance, cleaning, alteration or restoration costs;
9. **Loss or Damage** caused by or resulting from natural ageing, wear and tear, gradual deterioration, inherent or latent defect, rust or oxidation, moth or vermin,
10. Electrical or mechanical fault or breakdown.
11. **Losses** by theft or robbery which are not reported to the police within 24 hours of discovery;
12. **Loss or Damage** occurring to any item in the care, custody or control of a postal courier unless the sending was arranged by a professional retailer from whom **You** purchased the item within the 30 days preceding the date of **Loss**.
13. Any costs covered by any manufacturer's guarantee or warranty;
14. **Loss, Damage**, costs or expenses arising directly or indirectly from biological or chemical contamination caused by or resulting from an act of **Terrorism**. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent;
15. **Loss or Damage** arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination;
16. **Loss or Damage** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
17. **Loss, Damage** or liability caused by or resulting from **Your** property being confiscated, taken, damaged or destroyed by or under the order of any government or public authority;
18. **Loss or Damage** caused by or resulting from criminal or deliberate acts committed by **You**.

Other Covers

Cost of Consulting and Re-Fitting

Following an insured loss, **We** will pay up to £150 maximum per annum in respect of any consultation and re-fitting charges.

How we pay claims

In all cases the most we will ever pay for any one item is:

For items individually specified: the amount shown on the **Schedule** for that item.

The most **We** will pay in total for each incident of **Loss** is the amount **Insured**.

We will decide whether **We** repair, replace or offer a cash settlement.

General Conditions

Under-Insurance

A proportionate reduction in any claims settlement will be made should **You** under insure (i.e. the sum insured **You** have chosen is less than the value of **Your** hearing aid).

What to do in the event of a claim

You must tell **Us** as soon as possible about any incident which **You** may need to claim for under this **Policy**. **You** may contact **Your** brokers claims dept on **0208 0033 191** or email on claims@assetsure.com If an item is lost or stolen, **You** must also inform the police within 24 hours of the incident and obtain a crime reference number. If **You** fail to comply with any of the above duties this **Policy** may become invalid. **You** must not authorise repair or restoration of any damaged item without **Our** written agreement.

You must provide **Us** with such information and assistance as **We** may reasonably require.

Onus of proof

In the event of any claim being made for **Loss** of or **Damage** to any **Insured Item**, the onus of proving the existence and value of the item shall be upon **You**.

Duty of care

You must take all reasonable care and measures to protect any **Item Insured** and to maintain it/them in a good state of repair and proper condition. If **You** do not, **We** will not have to pay any claim.

Cancellation

You are entitled to cancel this contract of insurance by writing to **Us** within 30 days of either the date **You** receive this contract of insurance or the start of the **Period of Insurance**, whichever is the later, and receive a full premium refund.

You can also cancel this **Policy** at any time by writing to **Us**. **We** will refund any premium paid for the remaining **Period of Insurance**, less our administration fee. If **You** made a claim during the current **Period of Insurance** no refund will be made.

We can cancel this **Policy** by giving **You** 30 days' written notice by recorded delivery at **Your** last known address shown in the **Schedule**. **We** will refund any premium paid for the remaining **Period of Insurance** less the administration charge of £2.50 providing that **You** have not made a claim during the current **Period of Insurance**.

Non-disclosure, misrepresentation and false claims

You must take reasonable care not to make a misrepresentation to **Us**. This means that all the answers **You** give and statements **You** make as part of **Your** insurance application, including at renewal and when an amendment to **Your Policy** is required, should be honest and accurate. If **You** deliberately or carelessly misinform **Us**, or if **You** have made a false claim, this could mean that part of or all of a claim may not be paid.

Joint insureds

If there is more than one of **You**, the total amount **We** will pay will not exceed the amount **We** would be liable to pay to any one of **You**.

Recovered items

If **We** recover any **Item(s) Insured** after a **Loss**, **We** will write to **You** at **Your** correspondence address shown in the **Schedule** and **You** can buy it back from **Us** within 60 days. **We** will charge:

- the amount **We** paid for **Your** claim plus interest; or
- the fair market value of the item at the time **We** recover it; whichever is less.

If **You** recover any **Item(s) Insured** after a **Loss**, then **You** must notify **Us** as soon as it is reasonably possible by writing to:

Email: claims@agi.co.gg

Claims Department

Ashton General Insurance
PO Box No: 549, Town Mills, Rue de Pre,
St Peter Port,
Guernsey
GY1 6HS

Transfer of rights

If **We** make a payment under this **Policy**, **We** will assume any recovery rights **You** have in connection with that **Loss**, to the extent **We** have paid for the **Loss**. All of **Your** rights of recovery will become **Our** rights to the extent of any payment **We** make under this **Policy**. **You** must do everything necessary to secure such rights, do nothing after a **Loss** to prejudice such rights, and give **Us** all the information and assistance necessary for **Us** to achieve a settlement.

Transfer of ownership following full payment

If **We** pay the full value for an item, pair or set, **We** will then have the right to take possession of it.

Important

Because of the fluctuations in prices **You** should review **Your** sums insured on a regular basis to ensure **You** are adequately insured.

General Exclusions

WAR AND CIVIL WAR EXCLUSION

Notwithstanding anything to the contrary contained herein this **Policy** does not cover **Loss** or **Damage** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage** to property by or under the order of any government or public or local authority.

Institute Radioactive Contamination, Chemical, Biological, Bio Chemical and Electromagnetic Weapons Exclusion Clause

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith
In no case shall this insurance cover **Loss, Damage**, liability or expense directly or indirectly caused by or contributed to by or arising from

- 1.1** ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- 1.2** the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 1.3** any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 1.4** the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- 1.5** any chemical, biological, bio-chemical, or electromagnetic weapon.

Cyber and Data Exclusions Clause

We will not pay for any **Loss, Damage**, expense or legal liability directly or indirectly caused by, contributed to by or arising from electronic means or devices.

Provided that this exclusion does not apply to physical **Loss** or physical **Damage** to property insured which arises solely from an act or event which occurs accidentally, and which is not intended to cause harm.

Cyber Attack Exclusion Clause

1.1 Subject only to clauses 1.2 and 1.3 below, in no case shall this insurance cover **Loss Damage** liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or **Terrorism** or any person acting from a political motive, clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

1.3 It is understood and agreed that clause 1.1 shall not apply to an otherwise covered physical **Loss** of the subject matter insured directly caused by theft, robbery, burglary, hold-up or other criminal taking if a computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system is used in the commission of the act(s) of theft, burglary, robbery, hold-up or other criminal taking.

Terrorism Exclusion Clause

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes **Loss, Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **Loss**.

This clause also excludes **Loss, Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

If the **We** allege that by reason of this exclusion, any **Loss, Damage**, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

General Policy Exclusions continued

What is not Insured by this policy

Additional General Exclusion

Despite anything to the contrary in **Your** contract of insurance, **We** will not provide any cover for a claim which is in any way caused by, or results from:

- a) Coronavirus disease (COVID-19), SARS or any mutation or variation thereof;
- b) Diseases notifiable to the government or a local authority under any law, order, act or statute; and/or
- c) diseases that are declared an epidemic or pandemic by the World Health Organisation;
- d) Any fear or threat of a), b) or c) above

Complaints

We aim to provide **You** with a high level of service at all times. However, there may be a time when **You** feel **Our** service has fallen below the standard **You** expect.

If this is the case and **You** want to complain, **We** will do **Our** best to try and resolve the situation.

You may contact **Us** as follows:

Email: Complaints@agi.co.gg

Post: The Customer Services Manager.

Listed as Ashton General Insurance in the claims section.

Ashton General Insurance Limited

PO Box No: 549, Town Mills,

Rue de Pre, St Peter Port,

Guernsey

GY1 6H

Whilst **We** always aim to respond to a complaint as soon as possible, if **We** are unable to reply fully within 8 weeks **We** will write to **You** before this time and advise why **We** have not been able to offer a final response and how long **We** expect **Our** investigation to take.

Final Point of Contact

If **You** are not satisfied with **Our** final response to **Your** complaint, **You** can refer **Your** complaint to the Channel Islands Financial Ombudsman

You can contact them at:

Channel Islands Financial Ombudsman (CIFO)

P O Box 114

Jersey, Channel Islands

JE4 9QG

Tel: +44 (0) 1481 722218

International Number: +44 1534 748 610

Email: enquiries@ci-fo.org

Protecting your information

We take **Your** privacy extremely seriously and **We** will only use **Your** personal details in line with **Our** privacy notice. Please read **Our** privacy notice carefully (This document can be obtained by visiting our website. <https://www.agi.co.gg/privacy-policy>) and contact **Us** immediately if **You** have any queries.

Where necessary, where **We** would like to use **Your** data for marketing purposes, **We** shall ask for **Your** specific consent to do so. **Your** personal information includes all of the details **You** have given **Us** to process **Your** insurance **Policy** (**We** will not ask for more information than is necessary). **We** may share **Your** data with third parties for the provision and ongoing performance of **Your** insurance **Policy**. **Your** data may be transferred outside the UK. **We** will not sell, rent or trade **Your** data under any circumstances. All of the personal information **You** supply to **Us** will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

Contract (Rights of Third Parties) Act 1999

A person who is not insured under this contract has no right to enforce the terms and conditions of this section of the **Policy** under the Contracts (Rights of Third Parties) Act 1999.

Useful contact details

The broker who sold you this policy is Assetsure.
You can contact them as follows:

General queries and policy amendments:

Tel: 0208 0033 190

Email: customer@assetsure.com

Claims:

Tel: 0208 0033 191

Email: claims@assetsure.com



Ashton General Insurance Limited

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Registered Office:

Suite 5, Town Mills, Rue du Pre, St Peter Port, Guernsey, GY1 6HS

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