



Hearing Aid Insurance

POLICY WORDING

Welcome to

Assetsure

Insurance For Hearing Aids

Welcome

Specialist Hearing Aid Insurance.

Registered office: Third Floor, Peek House 20 Eastcheap London EC3M 1EB Registered in England No. 08223911

Assetsure Insurance underwritten at Lloyd's of London

Thank **You** for choosing to purchase this specialist Assetsure Insurance **Policy** which is underwritten by SCOR Syndicate 2015 at Lloyd's of London

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 **Us** as soon as reasonably practicable.

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 by **Us** in writing.

The amounts **Insured** should represent the **Full Value** of the Item **Insured**. If **You** are in any doubt speak to **Us**.

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 or all of a Claim may not be paid.



Bob Andrews
Managing Director
Assetsure Insurance

Useful Contacts

To request any alteration to **Your Policy**, please contact **Us** on **0208 0033 190** or **You** may email **Us** at customer@assetsure.com

Please note that no alteration is effective until confirmed by **Us** in writing.

Claims:

If **You** wish to make a claim, please call **Us** on **0208 0033 191** or **You** may email **Us** at claims@assetsure.com

Several Liability Notice

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

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Section 1

Introduction

Welcome and thank you for choosing Assetsure to provide **Your** Hearing Aid insurance.

We have aimed to make this **Policy** document easy to read, as **We** want **You** to fully understand the cover **We** provide and **Your** obligations. If **You** require any assistance or clarification, please feel free to email **Us** at **customer@assetsure.com** or;

If **You** require any assistance or clarification, please feel free to email **Us** at **customer@assetsure.com** or;

call **Us** on **0208 0033 190**

Some terms in this document are written in bold. Wherever bold terms appear in this **Policy**, they will have the meanings outlined in the definitions section.

Upon request, **We** can provide this **Policy** and associated documents, including the Insurance Product Information Document (IPID), in Braille, audio, or large print formats. If **You** require an alternative format, please contact **Us**.

Our Contract with You

In exchange for the payment of the premium specified in the **Schedule**, **We** will insure the item(s) listed in the **Schedule** against **Loss** or **Damage**, up to the **Amount Insured**, anywhere in the world during the **Period of Insurance**, subject to the **Policy** terms, exclusions, and conditions.

This document, along with the **Schedule** and any endorsement(s) listed on the **Schedule**, constitutes **Your Policy**. It outlines the terms and conditions of the insurance agreement between **You** and **Us**.

We expect that the **Amount Insured** will represent the **Full Value** of the item(s) **Insured**. If **You** are in any doubt, speak to **Us** on **0208 0033 190** or email **Us** at **customer@assetsure.com**

Please read the whole document carefully and keep it in a safe place. If anything is not correct, please contact **Us** as soon as possible by email at:

customer@assetsure.com or,
call **Us** on telephone **0208 0033 190**

Section 2

This **Policy** document contains details of **Your** cover. **You** must read it carefully. A snapshot of **Your** cover can be found in **Our** Insurance Product Information Document (IPID).

The IPID is a generic summary of the benefits included, exclusions, restrictions, areas of cover, how **Your Policy** is paid, and **Your** rights and obligations.

2a-Making a Claim/ General Claims Conditions

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.

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 **Us** on 0208 0033 191 or email on claims@assetsure.com

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. If **You** fail to comply with any of the above duties this **Policy** may become invalid

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**.

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 lesser.

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@assetsure.com

Claims Department
Assetsure
Third Floor Peek House
20 Eastcheap
London
EC3M 1EB

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 undermine 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.

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

Important Information

amendment to **Your Policy** is required, should be honest and accurate. **You** must not act in a fraudulent way. If **You** or anyone acting for **You**:

- makes a claim under the **Policy**, knowing the claim is false or exaggerated in anyway;
- makes a statement to support a claim, knowing the statement to be false;
- submits a document in support of a claim knowing the document to be forged or false in anyway;
- makes a claim for any **Loss** or **Damage** which **You** knew about or deliberately caused.
- will not pay the claim and all cover under this **Policy** will cease;
- will not pay any other claim which has been or will be made under the **Policy**;
- may at **Our** option declare the **Policy** void;
- may cancel the **Policy** with effect from inception and retain all premiums **You** have paid; and may inform the police.

Important

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

2b-How to make a complaint

Our aim is to provide all **Our** customers with a first-class standard of service. However, there may be occasions when **You** feel this objective has not been achieved. If **You** have a complaint about **Your Policy** or the handling of a claim, the details below set out some of the key steps that **You** can take to address **Your** concerns.

Where do I start?

If **You** wish to complain **You** should in the first instance refer the matter to:

Email: complaints@assetsure.com or customer@assetsure.com
Alternatively **You** can call **Us** on: 0208 0033 190 or,

You may write to Us at:

Assetsure Complaints
3rd Floor, Peek House
20 Eastcheap London,
EC3M 1EB

Please quote **Your Policy** reference and claim reference (if **Your** complaint is about a claim) so that **Your** concerns may be dealt with in a timely manner.

What happens next?

If **We** are not able to resolve **Your** complaint satisfactorily by close of business on the 3rd working day following receipt of **Your** complaint, **We** will refer **Your** complaint to the Head of Compliance at The SCOR Managing Agency Limited, who will send **You** an acknowledgement letter. If **You** don't receive any acknowledgement letter, or at any time if **You** wish to do so, **You** may contact the Head of Compliance **Yourself** by writing to:

The SCOR Managing Agency
10 Lime Street
London
EC3M 7AA

Tel No: 0203 817 5070

E-mail: SYND-Complaints@scor.com

The SCOR Managing Agency Ltd will investigate **Your** complaint and will provide **You** with a written response within two weeks of **Your** initial complaint. This will either be a Stage 1 response or a letter informing **You** that **We** need more time for **Our** investigation.

In the event that **You** remain dissatisfied with **Us** then **You** may refer the matter to the Complaints team at Lloyd's:

Section 2

Important Information

The address of the Complaints team at Lloyd's is:

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

Tel No: 020 7327 5693

Fax No: 020 7327 5225

E-mail: complaints@lloyds.com

Website: www.lloyds.com/complaints

If You remain unhappy

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or, in any event, after a period of eight Weeks from making **Your** complaint, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (contact details below).

Your rights as a customer to take legal action are not affected by the existence or use of the complaint's procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel No: **0300 1239 123** or **0800 0234 567**

Further information is available from them and **You** may refer a complaint to them online at www.financial-ombudsman.org.uk.

2c How this product may be renewed switched or cancelled.

2ci Renewing Your Policy

This is an annual **Policy**. Approximately **twenty** days prior to renewal, **We** will email **You** with an offer to renew the **Policy**. **We** will also inform **You** at this time if **We** are unable to offer renewal terms.

If **Your Policy** is set to automatically renew by credit/debit card or direct debit, **We** will inform **You** that no further action is required, and **Your Policy** will be renewed.

If **You** have chosen not to have **Your Policy** automatically renewed, or if **We** are unable to renew **Your Policy**—for example, if **Your** credit/debit card has expired—**We** will notify **You**, and **You** must make arrangements to pay **Us** if **You** wish to continue cover beyond the renewal date.

2cii Switching Your Cover

We are unable to switch this **Policy** to another with alternative cover, but **You** may make alterations during the **Policy** year—for example, by adding or removing items—for which **We** will calculate either an additional premium or a return of premium.

2ciii Cancellation and cooling-off period

a. - Your Right to Cancel during the Cooling Off Period

You are entitled to cancel this **Policy** by notifying **Us** in writing, by email, or by telephone within thirty (30) days of either:

- The date **You** receive this **Policy**; or
- The start of **Your Period of Insurance**, whichever is later.

A full refund of any premium paid will be made unless **You** have made a claim, in which case the full annual premium is due.

b-Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this **Policy** after the **Cooling Off Period**

by notifying **Us** in writing, by email, or by telephone. Any return of premium due to **You** will be calculated on a proportional daily rate depending on how long this **Policy** has been in force, unless **You** have made a claim, in which case the full annual premium is due.

For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

We have the right to retain **Your** administration fee, which is displayed on **Your Schedule** of insurance. If **You** cancel this insurance after the **Cooling Off Period**, this fee may be deducted from the refund of the premium.

To cancel at any time, please contact **Us**.

c. Our Right to Cancel

We can cancel this insurance by giving **You** 21 days' notice in writing where there is a valid reason for doing so. **We** will send **Our** cancellation letter by email to the last known email address **We** have on **Our** file for **You** or by recorded delivery to **Your** last known address shown in the **Schedule** and will set out the reason for cancellation in this letter.

Valid reasons may include but are not limited to:

- Where **You** are required, in accordance with the terms of this **Policy**, to co-operate with **Us** or send **Us** information or documentation, and **You** fail to do so in a way that materially affects **Our** ability to process a claim or defend **Our** interests.
- In this case, **We** may issue a cancellation letter by email and will cancel **Your Policy** if **You** fail to co-operate with **Us** or provide the required information or documentation by the end of the cancellation notice period.
- Where **We** reasonably suspect fraud.
- Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

For further information on renewing switching or cancelling **Your Policy**, please contact **Us** by email: customer@assetsure.com or telephone **Us** on: **0208 0033 190**

2d The Law applicable to this insurance Policy

This insurance will be governed by and construed in accordance with the law of England and Wales. **We** and **You** agree to submit to the exclusive jurisdiction of the courts of England and Wales.

2e Protecting Your Information

We take **Your** privacy extremely seriously and 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.assetsure.com/privacy-policy/> and contact **Us** immediately if **You** have any queries. Where necessary, and 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 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**. For example, the underwriters of **Your Policy**, being SCOR Syndicate 2015 at Lloyd's of London. **You** can view their **Policy** here: <https://www.scor.com/en/privacy-personal-data>

Your data may be transferred outside the UK. **We** will not sell, rent, or trade **Your** data under any circumstances. All the personal information **You** supply to **Us** will be handled strictly in accordance with the applicable data protection regulations and legislation.

Section 2

Important Information

2f Contracts (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).

2g Important information You have given Us

In deciding to accept this **Policy** and in setting the terms, including the premium, **We** have relied on the information **You** have provided to **Us**. **You** must take reasonable care when answering any questions **We** ask by ensuring that the information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information, **We** will have the right to:

- a. Treat this **Policy** as if it never existed;
- b. Decline all claims; and
- c. Retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information, **We** will have the right to:

- i. Treat this **Policy** as if it never existed, refuse to pay any claim, and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- ii. Treat this **Policy** as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- iii. Reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii), and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

1. Give **You** thirty (30) days' notice that **We** are terminating this **Policy**; or
2. Give **You** notice that **We** will treat this **Policy** and any future claim in accordance with (ii) and/or (iii). In this case, **You** may then give **Us** thirty (30) days' notice that **You** are terminating this **Policy**

2h-Change in Circumstance- Information You should tell Us about

You must inform **Us** as soon as possible about any change to:

- a) **Your** address; or
- b) Any of the information contained on **Your Policy Schedule**, including the statement of fact declaration, which occurs before or during any **Period of Insurance**.

We will inform **You** if such a change affects **Your** insurance and, if so, whether the change will result in revised terms and/or a revised premium being applied to **Your Policy**.

If **You** do not inform **Us** about a change, it may affect any claim **You** make or could result in **Your** insurance being invalid.

Section 3

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 most **We** will pay for each incident of **Loss** which is the replacement cost of the **Item insured**, or the **Amount** as shown in the **Schedule**, whichever is the Lesser.

Damage- shall mean physical **Damage** or destruction.

Cooling Off Period- The period where **You** may cancel the **Policy** and receive a full return of premium (Subject to no claim being made)

Excess - The first portion of each and every **Loss** **You** are required to pay.

Full Value - The full undiscounted replacement costs of the Hearing Aid(s)

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.

Policy 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 Assetsure Insurance underwritten By SCOR Syndicate 2015 at Lloyd's of London

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

Section 4

What is Covered

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.

- Accidental **Loss**
- Accidental **Damage**
- Theft
- Mysterious Disappearance
- **Damage** caused by pets

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. **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**.
12. Any costs covered by any manufacturer's guarantee or warranty;
13. **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;
14. **Loss** or **Damage** arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination;
15. **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;
16. **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;
17. **Loss** or **Damage** caused by or resulting from criminal or deliberate acts committed by **You**.

Section 5

General Conditions

These are the conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may need to reject a claim payment, or a claim payment could be reduced. In some circumstances **Your Policy** may not be valid.

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.

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**.

Section 6

General Exclusions

WAR AND CIVIL WAR EXCLUSION

Despite anything to the contrary contained here in 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

- i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- iii. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- iv. 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
- v. any chemical, biological, bio-chemical, or electromagnetic weapon.

Cyber and Data Exclusion 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.

Infectious or Contagious Disease 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



ASSETS**URE**

Useful contact details

You can contact us as follows:

General queries and policy amendments:

Tel: 0208 0033 190

Email: customer@assetsure.com

Claims:

Tel: 0208 0033 191

Email: claims@assetsure.com

Policy Ref AHAS0126P

