

Gadget Travel Insurance

Introduction

This section of cover will only apply if **You** have paid the required additional premium and it is shown on **Your Validation Certificate**, or if **You** have purchased the 'Signature' level of cover, this additional cover is included.

This insurance is arranged for **You** by Voyager Insurance Services Ltd. **You** do not pay an extra fee for this but the Broker and **Administrator** might get a commission or fee. This is either a percentage of the total annual premium **You** pay or a fixed amount.

We have not provided You with a personal recommendation regarding the suitability of this product for Your needs so You must decide whether it is or not. You have made a decision based on the information made available to You.

This policy is suitable for those who want to insure their **Gadgets** against **Theft**, **Accidental Damage**, **Breakdown** and **Accidental Loss** whilst they are on a **Trip**.

Please note: Laptops (including MacBooks) are only covered for **Accidental Damage** and **Theft**. They are not covered for **Breakdown** or **Accidental Loss**.

The Cover

This insurance policy is designed to cover **You** and the persons named in the **Validation Certificate** for **Your Gadgets** while **You** are on the **Trip** shown in the **Validation Certificate**

We can only cover Gadget(s) that are:

- 1. No more than 6 years old when **You** bought this policy, and for which **You** are able to provide **Evidence of Ownership**, and
- 2 Fither
 - a. Bought as new by **You** in the UK, from a UK VAT registered company (or if bought overseas a company with the equivalent tax registration), or
 - b. For refurbished **Gadget(s)**, bought by **You** directly from the manufacturer, airtime provider or retailer which is a UK VAT registered company (or if bought overseas, a company with the equivalent tax registration), or
 - c. For second hand Gadget(s) not bought directly from the manufacturer, airtime provider or retailer or for Gadget(s) gifted to You, You must provide the original Evidence of Ownership, evidence that the Gadget(s) were original purchased in the UK, from a UK VAT registered company (or if bought overseas a company with the equivalent tax registration) and a signed letter from the original owner confirming that You own the Gadget. The signed letter must include the following details of Your Gadget:
 - i. Either the IMEI or serial number (whichever is applicable);
 - ii. The make and model;
 - iii. The sale price of the Gadget (if bought second hand);
 - iv. Confirmation that the Gadget was in good condition and in full working order at the time of sale.

Making a claim

- This policy offers repair or replacement only and if the Gadget is not new We will replace it with a refurbished Gadget of the same age/condition.
- · If We cannot repair the Gadget, We will replace it with a refurbished Gadget of the same age/condition
- If a refurbished item is not available, We will replace it with a new Gadget.
- We cannot guarantee to replace an item with one of the same colour or finish.
- If We replace the Gadget, the new Gadget will be covered

Claims procedure

Please contact the **Claims Administrator** as soon as possible after claim occurs, this can be done by either using the claims form, found at:

https://tiga.taurus.claims

or

Email: staysure.tiga@taurus.gi

or

Telephone: 0330 020 0031

or in writing to:

Taurus Insurance Services, Suit 2209-2217 Eurotowers

Europort Road, Gibraltar

It is important that You follow these instructions. (If You don't Your claim might not be paid.)

- If the incident happens outside the United Kingdom, please provide any documents that are asked for as soon as possible when **You** return. Any delays might affect the settlement of **Your** claim.
- Complete and return any claims form or documents that the Claims Administrator asks for as soon as possible within 30 days of reporting the claim. These documents may include:
- a) Evidence of Ownership
- b) any document showing the IMEI number or serial number and /or other identifying details.
- c) **Proof of Usage** (for mobile phones, or other SIM enabled devices)
- d) proof of travel on the Trip covered by this policy
- e) details of any other contract, guarantee, warranty or insurance that may apply to the **Gadget** (for example household insurance)
- f) Police report or damage report for any Theft or break in
 - Do not attempt to repair the item Yourself or use an unauthorised repairer because this will invalidate the cover.
 - · Pay the Excess to the Claims Administrator.
 - Follow any instructions for the return of any damaged item or parts.

Excess

When You make a claim, an Excess applies for each Gadget being claimed for, each Trip. The amount of the Excess is:

Comprehensive	Signature
£25 for each Gadget claimed for where the Gadget is no more than 3 years old when the policy was bought	
£50 for each Gadget claimed for where the Gadget is more than 3 years old but less than 6 years old when the policy was bought.	Nil Excess Applies

✓ What is covered

We will cover Your Gadget(s) while You are on the Trip shown in the Validation Certificate up to £2,000 for each Gadget, for each Trip and each Insured Person.

√1 Accidental Damage

We will arrange a repair if Your Gadget is damaged as a result of an accident or Malicious Damage. If Your Gadget cannot be repaired, We will replace it.

✓2 Theft

If Your Gadget is stolen, We will replace it. Where only part or parts of Your Gadget have been stolen, We will only replace that part or parts.

✓3 Accidental Loss

If You lose Your Gadget, We will replace it.

Please note: laptops are not insured for
Accidental Loss

4 Breakdown

If Your Gadget suffers Breakdown which occurs outside of the manufacturers guarantee/warranty period, then We will repair it. If Your Gadget cannot be repaired. We will replace it.

Please note: laptops are not insured for Breakdown

✓ 5 Unauthorised Call/Data Use

If Your mobile phone is lost or stolen and is used fraudulently, We will repay You for the costs if You send Your itemised bill to the Claims Administrator, up to a maximum value of £2,000. This includes calls, messages, downloads and data made/used from the time it was lost or stolen up to a maximum of 24 hours from discovery of the incident.

✓6 Liquid Damage

If **Your Gadget** is damaged as a result of accidentally coming into contact with any liquid, **We** will repair it. If **We** cannot repair it, **We** will replace it.

What is not covered

- X1 The amount of Excess due.
- **x2** any **Gadget** that is more than 6 years old at the time **You** purchase this policy.
- **x3** any **Gadget** that has been modified from its original specification.
- **×4** any claim for Accessories.
- *5 any Gadget for which You cannot provide Evidence of Ownership and if Your Gadget is a mobile phone, or other SIM enabled device, Proof of Usage.
- *6 any Gadget over the value of the maximum sum for the level of cover as shown in the Validation Certificate
- *7 any claim for a laptop under the Accidental Loss or Breakdown cover.
- *8 any Theft, Accidental Loss or Accidental Damage that happens while travelling on public transport or on an aircraft. This exclusion does not apply if the Gadget is being carried on Your person or in Your hand luggage.
- any claim when the Gadget is stored in overhead storage (We will not cover a Gadget in Your hand luggage which is stored in an overhead locker).
- **×10** any claim which happened when **Your Gadget** was in the possession of anyone except an **Insured Person**.
- **X11** any claim for Liquid Damage to Your Gadget where the claim occurred when You were taking part in water sports activities.
- **×12** any claim where all necessary care has not been taken.
- *13 any expense which is a result of not being able to use the Gadget, or any consequential loss other than the repair or replacement costs of the Gadget other than for Unauthorised Data Usage.
- ★14 if the damaged Gadget is not provided to the Claims Administrator the claim will be declined

What is not covered.

- *15 War Risk Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- **x16** any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- *17 any direct or indirect consequence of irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- *18 any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

- **×19** any indirect loss or damage resulting from the event which caused the claim under this policy.
- ★20 liability of whatsoever nature arising from ownership or use of the Gadget, including any illness or injury resulting from it.
- *21 We will not make any payment under the policy if doing so would expose Us to any sanction, prohibition or restriction under any United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- *22 We will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, 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.

Special Exclusions applying to Theft

We will not cover any claim for Theft:

- from any motor vehicle where You or someone acting on Your behalf is not in the vehicle, unless
 the Gadget has been concealed in a locked boot, closed glove compartment or other closed internal
 compartment and all the vehicle's windows and doors closed and locked, and all security systems
 have been activated. A copy of the repairer's account for such damage, or other evidence of damage
 must be supplied with any claim.
- from any building or premises (including Your holiday accommodation) unless the Theft involves
 force in gaining entry to or exit from the building or premises, resulting in damage to the building or
 premises. A copy of the repairer's account for such damage, or other evidence of damage must be
 supplied with any claim.
- 3. where the Gadget has been left Unattended other than when it is left at Your holiday accommodation.
- 4. which has not been reported to the Claims Administrator or to the Local police within 24 hours of discovery of the Theft.
- 5. any **Theft** where the circumstances of the loss cannot be clearly identified, for example, where **You** are unable to confirm the time and place of the incident.

Special Exclusions applying to Accidental Loss

We will not cover any claim for Accidental Loss:

- 1. to laptops.
- 2. which has not been reported to the **Claims Administrator** or to the Local police within 24 hours of discovery of the **Accidental Loss**.
- 3. any **Accidental Loss** where the circumstances of the loss cannot be clearly identified, for example, where **You** are unable to confirm the time and place of the incident.

Special Exclusions applying to Breakdown

We will not cover any claim for Breakdown:

- 1. to laptops.
- 2. caused by You deliberately damaging or neglecting the Gadget.
- 3. caused by You not following the manufacturer's instructions.
- 4. caused by the use of non-original accessories.
- 5. while the manufacturers guarantee is still in force.

Special Exclusions applying to Accidental Damage

We will not cover any claim for Accidental Damage:

- 1. caused by You deliberately damaging or neglecting the Gadget.
- 2. caused by You not following the manufacturer's instructions.
- 3. caused by the use of non-original accessories.
- 4. while the manufacturer's guarantee is still in force.

Special Exclusions applying to Repair or other costs

We will not cover any claim for repair or other costs for:

- 1. routine servicing, inspection, maintenance or cleaning.
- 2. loss caused by a manufacturer's fault or if the manufacturer issues a recall notice
- 3. repairs carried out that have not been approved by the Claims Administrator.
- 4. any Gadget which has previously been repaired

- using parts which are not made by the manufacturer or
- by a repairer which has not been approved by the manufacturer.
- 5. wear and tear (for example replacement of or adjustment to fittings, control knobs or buttons, batteries, or gradual deterioration of performance).
- 6. cosmetic damage of any kind, for example scratches and dents.
- 7. if the serial number has been deliberately tampered with in any way.

Conditions and limitations

- 1. The law of England and Wales applies to this insurance policy
- 2. You must provide Us with any receipts, mobile phone billing, documents or Evidence of Ownership, that it is reasonable for Us to request.
- 3. We can change the terms and premium of this Policy. We will give You 30 days' notice in writing if We do this.
- 4. You cannot transfer the insurance to anyone else.
- 5. You must take care to prevent any incident which will give rise to a claim.
- 6. Cover excludes costs or payments which can be recovered from another party, under the terms of any other contract, guarantee, warranty, or insurance.

Your responsibility

You must take reasonable care to:

- supply accurate and complete answers to all the questions We or the Administrator may ask as part
 of Your application for cover under the policy and when You make a claim.
- to make sure that all information supplied as part of **Your** application for cover is true and correct.
- tell Us of any changes to the answers You have given as soon as possible.

If any information **You** provide is not accurate and complete, this may mean **Your** policy is invalid and that **You** may not be able to make a claim, or **We** may not pay any claim in full.

If You become aware that information You have given Us is inaccurate or has changed, You must tell the Administrator as soon as possible.

Fraud

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

- fails to reveal or hides a fact likely to influence whether We accept Your proposal, Your renewal, or any adjustment to Your policy.
- fails to reveal or hides 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.
- · makes a claim for any loss You caused deliberately or with Your knowledge; or
- 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.

Cancellation

Your right to change Your mind.

To cancel this policy please contact:

Staysure, Britannia House, 3-5 Rushmills Business Park, Bedford Road, Northampton NN4 7YB

or by telephone 0333 006 8033 (if calling from outside of the UK please dial +44 1604 210 845, or by email info@staysure.co.uk

Please note that no refund of premium will be payable if **You** have made a claim under this policy or if the **Trip** has started.

Please note that no refund will be payable if **You** received this policy with a Signature policy as no premium was payable.

If You cancel the Travel Package Policy, this policy will also be cancelled. Please refer to the cancellation section of Your Travel Package Policy for cancellation details.

You can cancel this Staysure Gadget policy for any reason within 14 days of buying it or receiving all of the paperwork. Please contact Staysure. If no claims have been made, or are going to be made, We will refund Your premium in full.

If cancelled after 14 days or once the **Trip** has started there will be no refund of premium.

Cancellation by Us.

We can cancel this **Policy** immediately if **You** commit fraud. If **We** cancel **Your Policy**, **We** will do so in writing to the most recent address/email address **We** have for **You**.

Your Policy also will end automatically if **You** do not pay the premium.

Or if:

- there is a change to Your circumstances which means that We can no longer cover You, or
- You display threatening or abusive behaviour.

We will give thirty (30) days' notice, in writing to the most recent address that We have for You, that Your Policy has been cancelled.

Complaints

If You want to complain about this insurance or the way Your claim has been dealt with You can follow the Complaints Procedure below:

For complaints about how the policy was sold to You

Please contact Staysure who will look into Your complaint. You can get in touch by writing to:

Complaints Team, Staysure Britannia House, 3-5 Rushmills Business Park, Bedford Road, Northampton NN4 7YB

Or by telephone: 03330 06 8033 (local rate) (if calling form outside of the UK please dial +44 1604 210 845 (local rate)

Or by Email info@staysure.co.uk

For complaints about how Your claim has been dealt with

Please contact the Claims Administrator by writing to:

Customer Relations Officer, Taurus Insurance Services, Suit 2209-2217 Eurotowers Europort Road, Gibraltar

Or by telephone: 0330 880 1733 (local rate call)

Or by Email: Gadget.complaints@taurus.gi

The Claims Administrator will contact You within three days of getting Your complaint to tell You what action they are taking. They will try to sort the problem out and reply to You within four weeks. If it will take longer than four weeks, they will explain what is happening and tell You when You can expect their written response.

The Financial Ombudsman Service

If You are unhappy with the reply to Your complaint, or if You have not had a reply within 8 weeks from the date You sent Your complaint, You might be able to go to the Financial Ombudsman Service (who can review complaints from 'eligible complainants'). You must do this within 6 months of getting the final reply. More information about the process and what an 'eligible complainant' is can be found at: www. financial-ombudsman.org.uk.

The Financial Ombudsman Service exists to help resolve complaints when the **Insurer** (or someone acting on their behalf) has not been able to sort matters out to **Your** satisfaction. The service they provide is free and independent.

This complaints procedure does not affect Your legal rights.

Financial Services Compensation Scheme

The Insurer is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if the Insurer is unable to meet its obligation to You under this contract. Further information can be obtained from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

Who provides and administers this insurance policy

This insurance is underwritten by AmTrust Europe Limited. Registered in England number 1229676. Registered Office: Market Square House, St James's Street, Nottingham, NG1 6FG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority under number 202189.

Voyager Insurance Services Ltd are the Broker who arrange this scheme and whose registered office is at 13-21 High Street, Guildford, Surrey, GU1 3DG. Authorised and regulated by the Financial Conduct Authority under number 305814. Voyager Insurance Services Ltd arranges the policies with AmTrust Europe Limited on Your behalf. You do not pay an additional fee for this. The Broker and Administrator may receive a commission or fee which is a percentage of the total annual premium or a fixed amount.

This policy is administered by Staysure. Staysure is a trading name of TICORP limited which is registered in Gibraltar. Company no. 111526. Registered Office: First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar. TICORP Limited is authorised and regulated by the Gibraltar Financial Services Commission and trades into the UK on a freedom of services basis, Financial Conduct Authority FRN 663617.

All **Gadget** claims are dealt with by the **Claims Administrator**, Taurus Insurance Services Limited, an insurance intermediary authorised and regulated in Gibraltar by the Financial Services Commission under Permission Number 5566 and authorised by the Financial Conduct Authority in the UK under registration 444830.

Data Protection

We will keep Your personal information safe and private. There are laws that protect Your privacy and We follow them carefully. Under the laws, We (AmTrust Europe Ltd) are the company responsible for handling Your information (Data Controller). Here is a simple explanation of how We use Your personal information. For more information visit Our website at www.amtrusteurope.com

What We do with Your personal information

We might need to use the information We have about You for different reasons.

For example, We might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help You if You have any gueries or want to make a claim.
- to provide You with information, products or services if You ask Us to.
- for research or statistics

We will need it:

- to provide this insurance.
- · to contact You to ask if You want to renew it.
- to protect both You and Us against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share Your information with other companies or people who provide a service to Us, or to You on Our behalf. They include companies that are part of Our group, people We work with, insurance brokers, Our agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else We might need to share it with by law. We will only share Your information with them if We need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice

You can tell Us if You do not want Us to use Your information for marketing. You can also ask Us to provide You with the information We have about You and, if there are any mistakes or updates, You can ask Us to correct them. You can also ask Us to delete Your information (although there are somethings We cannot delete). You can also ask Us to give Your information to someone else involved in Your insurance. If You think We did something wrong with Your information, You can complain to the local data protection authority.

We will not keep Your information longer than We need to. We will usually keep it for 10 years after Your insurance ends unless We have to keep it longer for other business or regulatory reasons.

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer. **You** can find their contact details on **Our** Website (www.amtrusteurope.com).

Meaning of Words

Some words have specific meanings when they appear in bold in this policy. They are listed here.

Accidental Damage: means unexpected damage to Your Gadget which means it cannot be used or is unsafe to use. The damage must be sudden and not done on purpose.

Accessories: means items such as, chargers, protective cases, carrying cases and hands-free mounting kits.

Accidental Loss: means that the Gadget has been accidentally left by You somewhere and You can no longer use it.

Administrator: means Staysure.

Breakdown: means the sudden and unforeseen failure of the **Gadget** causing it to stop working. Cover is only available under this policy if the manufacturer's warranty has expired.

Claims Administrator: means Taurus Insurance Services Ltd.

Evidence of Ownership: a document to show the make, model, serial number, age of the **Gadget** and that it belongs to **You**. This can be a copy of the till or electronic receipt (not handwritten), delivery note, gift receipt or, if the **Gadget** is a mobile phone, confirmation from **Your** Network Provider that the mobile phone has been used by **You**.

Excess: means the amount **You** must pay when **You** make a claim, details of which are shown on page 2CHECK. There is no **Excess** on the Signature Travel Policy.

Gadget(s): These can include: mobile phones, smart phones, laptops (including MacBooks), tablets, digital cameras, games consoles, video cameras, camera lenses, Bluetooth headsets, satellite navigation devices, e-readers, head/ear phones, wearable technology (such as a smart watch or a health and fitness tracker), portable health monitoring devices (such as blood glucose or blood pressure testing kit).

Home: Your address as shown on the Validation Certificate.

Insurer: means AmTrust Europe Ltd.

Insured person: each person shown on the Validation Certificate.

Liquid Damage: means Your Gadget is damaged as a result of accidentally coming into contact with a liquid.

Malicious Damage: means the intentional or deliberate actions of another person, not including You or an Insured Person, which causes damage to Your Gadget.

Period of Cover: means the length of time this insurance cover is in force, as shown in the Validation Certificate.

Proof of Usage: means proof that **your Gadget** has been in use before the claim happened, for example mobile phone billing.

Theft: means the **Gadget** has been taken by a pickpocket or by force, threat or violence with the intention of preventing **You** from having it.

Trip: a pre-booked holiday or journey for leisure purposes that takes place during the Period of Cover.

- Annual multi trip cover: any Trip that lasts no longer than 100 days.
- Single trip cover: the Trip shown in the Validation Certificate.

Unattended: means that the **Gadget** has not been secured or locked away and is not within **Your** sight or arms-length.

Unauthorised Data Usage: means the cost of unauthorised calls, messages and data usage made from **Your** mobile phone following a **Theft** or **Accidental Loss**. This cover is limited to £2,000 including VAT.

Validation Certificate: means the confirmation of cover which shows details of the policyholder and all persons covered by this insurance, address, cover limits, **Period of Cover**.

We, Us, Our: AmTrust Europe Limited.

You, Your, Yourself: the policyholder and persons as shown on the Validation Certificate.