

Gadget Travel Insurance

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 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 processed by the **Claims Administrator**, Taurus Insurance Services Limited, an insurance intermediary licensed and authorised in Gibraltar by the Financial Services Commission under Permission Number 5566 and authorised by the Financial Conduct Authority in the UK under registration 444830.

Introduction

In return for the payment of **Your** premium **We** will provide insurance for **Your Gadgets** during the **Period of Cover**, subject to the terms, conditions, and limitations shown below or as amended in writing by **Us**.

This insurance policy is designed to cover **You** for the duration of **Your trip**.

Important Information

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 meets the demands and needs of those who wish to insure their **Gadgets** against **Theft**, **Accidental Damage**, **Breakdown** and **Accidental Loss** whilst on **Your trip**.

Laptops (including MacBooks or Custom Built laptops) are not covered for Breakdown or Accidental Loss.

Definitions

Wherever the following words or phrases appear in bold in this Insurance Policy, they will have the following meanings unless otherwise shown for any other section.

Accidental Damage – means Your Gadget is damaged as a result of an accident or malicious damage.

Accidental Loss – means that the Gadget has been accidentally left by You in a location and You are permanently deprived of its use.

Administrator - means Staysure.

Breakdown – means the internal failure or burning out of any component part of **Your Gadget** whilst in ordinary use necessitating repair or replacement before it can resume normal operation. **Breakdown** is not covered under this policy if the manufacturers guarantee is still in force.

Claims Administrator – means Taurus Insurance Services Ltd.

Evidence of ownership – A document to evidence that the Gadget You are claiming for belongs to You. This can be a copy of the till receipt, 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. The Excess applies for each Gadget being claimed for. The amount of the Excess will be the first £25 of each claim for each Gadget which is less than 3 years old at point of policy purchase, and £50 for each Gadget which is more than 3 years old but less than 6 years old at the time of policy purchase. No Excess applies if You have purchased 'Signature' level of cover.

Gadget(s) – the portable electronic item insured by this certificate, purchased by You in the UK, Isle of Man or the Channel Islands; that is no more than 6 years old at point of policy purchase. Items must have been purchased as new or in the case of refurbished items, purchased directly from the manufacturer, and You must be able to evidence ownership of Your Gadget. Gadgets can include: Mobile Phones, Smart Phones, Laptops (including MacBooks or Custom Built laptops), Tablets, Digital Cameras, MP3 Players, CD/DVD Players, Games Consoles, Video Cameras, Camera Lenses, Bluetooth Headsets, Satellite Navigation Devices, PDAs, E-Readers, Head/Ear Phones, Wearable Technology (such as a Smart Watch or a Health and Fitness Tracker). Accessories are not included

under this policy. Laptops (including MacBooks or Custom Built laptops) are not covered for Breakdown or Accidental Loss.

Home – Your address as shown on Your Validation Certificate

Immediate family – means You and Your spouse/civil partner or partner who has lived with You in a relationship for at least 6 months at the same address as You, regardless of gender, Your unmarried dependent children (including adopted, fostered and stepchildren) under the age of 18 years (or under the age of 21 if in full-time education), living in the same household, including children living away from home in full time education.

Insurer – means AmTrust Europe Ltd.

Insured person – each individual person as stated on the **Validation Certificate**.

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

Period of Cover – the period during which You are covered under Your policy, as shown in the Validation Certificate.

Precautions – all measures that it would be reasonable to expect **You** to take in the circumstances to prevent an incident which would give rise to a claim.

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 when the Gadget is sent to Our repairers for inspection.

Theft – means the unauthorised dishonest acquisition of the Gadget by another person with the intention of permanently depriving You of it.

Trip – The period of time, as detailed below, spent away from **Your Home** on a pre-booked holiday or journey for leisure purposes that takes place during the **Period of Cover**.

- Annual multi trip cover any Trip with a maximum duration of no longer than 100 days.
- Single trip cover the Trip duration shown in the Validation Certificate.

Unattended – means the Gadget is not secured and not visible to You or within a distance where You could reasonably intervene to prevent an incident.

Unauthorised data usage – means the cost of unauthorised airtime provider calls, messages and data usage made from Your mobile phone, whilst not barred by the airtime provider within 24 hours of discovery of the Theft or Accidental Loss of Your mobile phone, which would not be covered by Your committed airtime provider usage allowances. Any claim must be associated with a valid Theft or Accidental Loss claim and is limited to £2000 including VAT.

Validation Certificate – means the confirmation of cover providing details of the policyholder and all persons covered by this insurance, address, cover limits, Period of Cover and any Excess which applies. Together with this Policy it forms the contract of insurance between You and Us.

We, Us, Our - AmTrust Europe Limited.

You, Your – the policyholder and persons as stated on the **Validation Certificate**.

What we will cover

We will cover Your Gadgets worldwide, subject to the territorial limits specified in Your Staysure travel policy, up to £2,000 per single Gadget, per Trip and per Insured Person.

Your Gadgets will be covered against:

A. 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.

B. 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.

C. Accidental Loss

If You lose Your Gadget, We will replace it. Please note laptops are not insured for Accidental Loss.

D. Breakdown

If Your Gadget suffers electrical 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. This cover is not available on laptops.

E. Unauthorised Call/Data Use

If Your mobile phone is lost or stolen and is used fraudulently, We will reimburse You for the costs upon receipt of Your itemised bill, up to a maximum value of £2000. 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.

F. Liquid Damage

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

What we will not cover

When You make a claim, an Excess applies for each Gadget being claimed for, the Excess must be paid to Us before Your claim can be settled. The amount of the Excess is the first £25 of each claim for each Gadget which is less than 3 years old at point of policy purchase, and £50 for each Gadget which is more than 3 years old but less than 6 years old at the time of policy purchase. No Excess applies if You have purchased 'Signature' level of cover.

We will not cover:

- 1. any Gadget that is more than 6 years old.
- 2. any claim for an accessory.
- any Gadget for which You cannot provide Evidence of ownership or Proof of usage.
- 4. Gadgets purchased outside of the UK, or any Gadgets purchased second hand.
- any Gadget over the value of the maximum sum for the level of cover as shown in Your Validation Certificate.
- 6. any claim for a laptop under the **Accidental Damage** or **Breakdown** cover.
- any Theft, Accidental Loss or Accidental Damage that occurs to Your Gadget/s whilst travelling on public transport or on an aircraft unless they are being carried in Your hand luggage or on Your person.
- any claim where Your Gadget was in the possession of a third party (other than a member of Your Immediate family) at the time of the event giving rise to a claim under this insurance.
- 9. any claim for Liquid Damage to Your Gadget where the incident causing the damage involved You taking part in water sports activities.
- 10. any claim where all necessary **Precautions** have not been taken.
- 11. any expense incurred as a result of not being able to use the Gadget, or any consequential loss other than the repair or replacement costs of the Gadget unless relating to unauthorised use for Your mobile phone up to the maximum value of £2000.
- any kind of damage whatsoever if the damaged Gadget is not provided to the Claims Administrator.

- 13. any **Accidental Loss** of a SIM (subscriber identity module) card.
- 14. 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.
- 15. any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- 16. 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.
- any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
- 18. 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.
- Liability of whatsoever nature arising from ownership or use of the Gadget, including any illness or injury resulting from it.
- 21. Sanction limitation: **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. Cyber Clause: 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 and Accidental Loss

We will not cover any claim for Theft or Accidental Loss:

- 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.
- when away from Your Home unless the Gadget has been concealed on or about Your person when not in use.
- where the Gadget has been left Unattended when it is away from holiday accommodation.
- which has not been reported to the Service Provider or to the Local police within 24 hours of discovery of the Accidental Loss or Theft.
- any Theft or Accidental Loss where the circumstances of the loss cannot be clearly identified, i.e. where You are unable to confirm the time and place of the incident.

Special Exclusions applying to Breakdown or Accidental Damage

We will not cover any claim for **Breakdown** or **Accidental Damage**:

- 1. caused by **You** deliberately damaging or neglecting the **Gadget**.
- caused by You not following the manufacturer's instructions; or
- caused by the use of non-original accessories.

- 4. while the manufacturers guarantee is still in force.
- 5. to laptops.

Special Exclusions applying to Repair or other costs

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

- routine servicing, inspection, maintenance or cleaning.
- 2. loss caused by a manufacturer's defect or recall of the **Gadget**.
- 3. repairs carried out that have not been preapproved by Us.
- Gadgets which have previously had repairs carried out by non-manufacturer approved repairers.
- wear and tear, including but not limited to replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials, or gradual deterioration of performance.
- cosmetic damage of any kind including 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 will apply to this contract unless otherwise agreed.
- The Gadgets must not be more than 6
 years old, must be purchased as new, or if
 refurbished, purchased directly from the
 manufacturer, and with valid Evidence of
 ownership at inception of the policy. All
 Evidence of ownership must include the make,
 model and serial number of the Gadget and
 must be in Your name.
- You must provide Us with any receipts, mobile phone billing, documents or Evidence of ownership, that it is reasonable for Us to request.
- This insurance may only be altered, varied or its conditions altered or premium changed by Us, giving You 30 days' notice in writing.
- 5. You cannot transfer the insurance to someone else or to any other Gadgets without Our written permission.
- You must take all available Precautions to prevent any incident which will give rise to a claim
- Cover excludes costs or payments recoverable from any 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.
- 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.

You must take reasonable care to provide information that is accurate and complete answers to the questions We ask when You take out, make changes to and renew Your policy. If any information You provide is not accurate and complete, this may mean Your policy is invalid and that it does not operate in the event of 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 inform Us or 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.

This Policy forms part of an overall Travel Package Cover if **You** cancel this package this policy will also be cancelled. Please refer to the Cancellation section of **Your** Travel Package Policy. **You** may also cancel this Staysure **Gadget** cover. If **You** decide that for any reason, this Policy does not meet **Your** insurance needs then please contact Staysure within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full.

You may cancel the insurance cover after 14 days by writing to 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, however no refund of premium will be payable if You have made a claim under an annual policy or if the Trip has stared.

We may cancel the policy by giving You 30 days' notice in writing. In the event of any claim You are responsible for the payment of any outstanding premium. We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to You at Your last known address. Valid reasons may include but are not limited to:

- · Where We reasonably suspect fraud
- Non-payment of premium
- · Threatening and abusive behaviour
- · Non-compliance with policy terms and conditions
- You have not taken reasonable care to provide accurate and complete answers to the questions We ask.

If We cancel the policy and/or any additional covers, You will receive a pro rata refund of any premiums You have paid. Where Our investigations provide evidence of fraud or misrepresentation, We may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when You provided Us with incomplete or inaccurate information. This may result in Your policy being cancelled from the date You originally took it out and We will be entitled to keep the premium. If Your policy is cancelled because of fraud or misrepresentation, this may affect Your eligibility for future insurance with Us, as well as other insurers, in the future.

Making a claim

 This policy offers repair or replacement only and is not a replacement as new policy. If the Gadget cannot be repaired it will be replaced with an identical refurbished **Gadget** 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 **Gadget**. Where an equivalent refurbished item is not available, **We** will replace with new. **We** cannot guarantee to replace an item with one of the same colour.

 In the event of a valid claim resulting in the replacement of the Gadget, this policy will automatically cover the replacement Gadget while the cover remains in force.

Claims Procedure

Please contact the **Claims Administrator** as soon as possible after the incident occurs, details as shown below.

Your claim can also be processed by following the information provided and completing the claim form, found at https://tiga.taurus.claims.

Please provide any requested documentation as soon as reasonably possible, if the incident occurs outside the United Kingdom, upon **Your** return. Any delays may affect the settlement of **Your** claim.

You can contact the Claims Administrator on:

Email: staysure.tiga@taurus.gi Telephone: 0330 020 0031

Or in writing to: Taurus Insurance Services, Suit 2209-2217 Eurotowers Europort Road, Gibraltar

You must: (failure to observe these may invalidate **Your** claim)

- Not attempt to repair the item Yourself or use an unauthorised repairer or this will invalidate the cover
- omplete and return any claims form or documents as required by the Claims Administrator as soon as possible but within 30 days following the discovery of the incident.
- Pay the Excess (not applicable to the 'Signature' level of cover) requested by the Claims Administrator.
- Provide details of any other contract, guarantee, warranty or insurance that may apply to the Gadget including, but not limited to, household insurance (where appropriate a rateable proportion of the claim may be recovered direct from these insurers).
- Provide the Evidence of ownership of the Gadget for which You are claiming. Such Evidence of

ownership must evidence that **You** own that particular **Gadget**, which may include the IMEI number of serial number (where applicable in respect of mobile phones and laptops) and other identifying details where appropriate.

 Provide Proof of usage (in respect of mobile phones) from Your Network that confirms the mobile phone has been in use since policy inception and up to the event giving rise to the claim.

Complaints

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

Complaints regarding the sale of the policy

Please contact Staysure who arranged this insurance on **Your** behalf. **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 (if calling form outside of the UK please dial +44 1604 210 845)

Or by Email info@staysure.co.uk

Complaints regarding claims

For complaints about the handling of **any claim**, please contact:

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

Tel: 0330 880 1733 (local rate call) Email: Gadget.complaints@taurus.gi

We will contact You within three days of receiving Your complaint to inform You of what action We are taking. We will try to resolve the problem and provide Our response within four weeks. If it will take Us longer than four weeks, We will explain the current position and let You know when You can expect Our response.

The Financial Ombudsman Service

In the event that **You** are unhappy with **Our** response to **Your** complaint, or **You** have not received **Our** response within 8 **we**eks of the date

We received Your complaint, You may be eligible to refer Your case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but You must do so within 6 months of receiving Our final response. Further information can be found at: www.financial-ombudsman.org.uk The Financial Ombudsman Service exists to help resolve complaints when We have not been able to resolve matters to Your satisfaction and the service, they provide is free and impartial.

This complaints procedure does not affect **Your** legal rights.

Financial Services Compensation Scheme

AmTrust Europe Limited is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if We cannot meet Our liabilities under this policy. Further information about the scheme is available on the FSCS website at www.fscs.org.uk or by writing to the FSCS at:

FCS PO Box 300 Mitcheldean GL17 1DY

How We use Your information

Please note that 'We', 'Our' and 'Us' in this notice refer to AmTrust Europe Limited only.

1. Data Protection

We are committed to protecting and respecting Your privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is AmTrust Europe Ltd. Below is a summary of the main ways in which We process Your personal data, for more information please visit Our website at www.amtrusteurope.com.

2. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

3. How **We** use **Your** personal data and who **We** share it with

We may use the personal data We hold about You for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide You with information, products or services that You request from Us or which We feel may interest You. We will also use Your data to safeguard against fraud and money laundering and to meet Our general legal or regulatory obligations.

4. Disclosure of Your personal data

We may disclose Your personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These include Our group companies, affinity partners, brokers, agents, third party Administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, accountants, solicitors/ barristers, regulatory authorities, and as may be required by law.

5. International transfers if data

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the European Economic Area ("EEA"). **We** currently transfer personal data outside of the EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

6. Your rights

You have the right to ask Us not to process Your data for marketing purposes, to see a copy of the personal information We hold about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask Us to provide a copy of Your data to any controller and to lodge a complaint with the local data protection authority.

7. Where we reasonably suspect fraud

Your data will not be retained for longer than is necessary and will be managed in accordance with Our data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or Our business relationship with You, unless We are required to retain the data for a longer period due to business.

If You have any questions concerning Our use of Your personal data, please contact:

The Data Protection Officer, AmTrust International - please see website for full address details: amtrustfinancial.com/amtrustinternational/legal/privacy-and-cookies