

# Gadget Travel Insurance

If You need this document in a different format please contact the Administrator

### 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 for Staysure. **You** do not pay an extra fee for this these parties may earn a commission or fee. This is either a percentage of the total annual premium **You** pay or a fixed amount.

We have not given You a personal recommendation that this product is right 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** while they are on a **Trip**.

### Important Information

If You are a private individual the following applies to You:

Giving **Us** all the important information

When **We** accept **Your** application for this insurance, **We** will rely on the information **You** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information provided by **You** is not complete and accurate the extent of cover may be affected and:

- · We may cancel Your policy and refuse to pay any claim or
- We may not pay any claim in full.

We will write to You if We:

- intend to cancel Your policy; or
- need to amend the terms of Your policy; or require You to pay more for Your insurance.

If **You** become aware that information **You** have given **us** is incomplete or inaccurate, **You** must inform Staysure

Please keep Your insurance documents safe.

# The Cover

This insurance policy covers **You** and the people 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. Either:
  - 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, 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.

# Excess

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

Con	nprehensive	9	Signature
£25 for each <b>Gadget</b> claimed for where the <b>Gadget</b> is no more than 3 years old when the policy was bought £50 for each <b>Gadget</b> claimed for where the <b>Gadget</b> is more than 3 years old but less than 6 years old when the policy was bought.			
		Nil <b>Excess</b> Applies	
✓ What is covered		× What is not covered:	
w	e will cover Your Gadgets while You are on a Trip	<b>×</b> 1	The amount of Excess. You will have to pay this.
dι	uring the <b>Period of Cover</b> up to £2,000 in total for ach <b>Insured Person</b> , each <b>Trip</b> .		any <b>Gadget</b> that is more than 6 years old at the tin <b>You</b> buy this policy.
1	Accidental Damage We will arrange a repair if Your Gadget	<b>X</b> 3	any <b>Gadget</b> that has been changed from its origination specification.
		<b>×</b> 4	any claim for Accessories.
	is damaged as a result of an accident or <b>Malicious Damage</b> . If <b>Your Gadget</b> cannot be repaired, <b>We</b> will replace it.	<b>×</b> 5	any Gadget for which You cannot provide Eviden of Ownership and if Your Gadget is a mobile phone, or other SIM enabled device show Proof o Usage.
2	Theft If Your Gadget is stolen, We will replace it. If only part or parts of Your Gadget have been stolen, We will only replace that part or parts.	<b>×</b> 6	U U
3	Accidental Loss	<b>×</b> 7	
4	If You lose Your Gadget, We will replace it. Breakdown		that happens while travelling on public transport o on an aircraft unless the <b>Gadget</b> is being carried o <b>Your</b> person or in <b>Your</b> hand luggage,
	If <b>Your Gadget</b> suffers <b>Breakdown</b> which happens after the manufacturer's guarantee or warranty period ends, <b>We</b> will repair it. If <b>Your Gadget</b> cannot be repaired, <b>We</b> will replace it.	<b>×</b> 8	any claim when the <b>Gadget</b> is stored in overhead storage ( <b>We</b> will <u>not</u> cover a <b>Gadget</b> in <b>Your</b> hand
			luggage which is stored in an overhead locker).
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 Team, up to a maximum value of £2,000 including VAT. 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.	<b>×</b> 9	any claim which happened when <b>Your Gadget</b> wa not in the possession of an <b>Insured person</b>
		<b>X</b> 1	0 any claim for Liquid Damage to Your Gadget if the claim happened when You were taking part in wat sports activities.
		<b>X</b> 1	1 any claim if all necessary care has not been taker
		<b>X</b> 1	2 any extra expense if You cannot use the Gadget,
6	Liquid Damage If Your Gadget is damaged when it accidentally comes into contact with any liquid, We will repair it. If We cannot repair it, We will replace it.		any consequential loss other than the repair or replacement costs of the <b>Gadget</b> . This exclusion does not apply to <b>Unauthorised Data Usage</b> .
		<b>X</b> 1	3 any claim if the damage Gadget is not made available to the claims Team
		<b>X</b> 1	4 war risk - any direct or indirect result of war, civil war, invasion, acts of foreign enemies (whether war has been 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.

any government, local or public authority.

#### X What is not covered:

- ★15 any consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- 16 any 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.
- ¥17 any consequence, howsoever caused. including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted altered or otherwise corrupted For this policy Electronic Data means 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 this policy, computer virus means 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 any type.
- \*18 any indirect loss or damage resulting from the event which caused the claim under this policy.
- X19 liability of any nature which comes from the ownership or use of the Gadget, including any illness or injury resulting from it.
- ★20 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.
- X21 We will not pay for any loss, damage, liability or expense 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 if You or someone acting for You is not in the vehicle. We will not apply this
  exclusion if 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 are 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. if 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 Team** or to the Local police within 24 hours of discovery of the **Theft**.
- 5. any **Theft** if **You** cannot show Us the circumstances of the loss (for example, if **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. which has not been reported to the **Claims Team** or to the local police within 24 hours of discovery of the **Accidental Loss**.
- 2. any **Accidental Loss** if the loss cannot be identified , for example, if **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. caused by You deliberately damaging or neglecting the Gadget.
- 2. caused by You not following the manufacturer's instructions.
- 3. caused by using accessories not provided with the Gadget.
- 4. 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 Team.
- 4. any Gadget which has previously been repaired
- 5. using parts which are not made by the manufacturer or
- 6. by a repairer which has not been approved by the manufacturer.
- 7. wear and tear (for example replacement of or adjustment to fittings, control knobs or buttons, batteries, or gradual deterioration of performance).
- 8. cosmetic damage of any kind, for example scratches and dents.
- 9. 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 fair 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
- Cover excludes costs or payments which You can get back from another party, under the terms of any other contract, guarantee, warranty, or insurance.

### Your responsibility

You must take reasonable care to:

- give correct and complete answers to all the questions asked when **You** apply for this the policy and when **You** make a claim.
- to make sure that all information given 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** give is not correct and complete, this may mean **Your** policy is not valid and that **You** may not be able to make a claim, or **We** may not pay any claim in full.

If **You** find out that information **You** have given **Us** is not correct or has changed, **You** must tell the **Administrator** as soon as possible.

#### Fraud

If any claim made by **You** or anyone acting on **Your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** might:

- not pay Your claim; and
- ask You repay any payments we have already made for a claim; and
- cancel Your insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If **we** cancel **Your** insurance from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the premium already paid.

# 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 <u>info@staysure.co.uk</u>

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 show 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.

### 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 Team** as soon as possible after an incident happens. **You** can do by using the claim 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 Team** 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 try to repair the item **Yourself** or use an unauthorised repairer because this will invalidate the cover.
  - Pay the Excess to the Claims Team.
  - · Follow any instructions for the return of any damaged item or parts.

# 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 <u>info@staysure.co.uk</u>

For complaints about how **Your** claim has been dealt with Please contact the **Claims Team** 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 Team** 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

The insurer is AmTrust Specialty Limited (AmTrust) and its registered office to Exchequer Court, 33 St Mary Axe, London EC3A 8AA United Kingdom.

Voyager Insurance Services Ltd is 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 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 Team**, 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**

AmTrust Specialty Limited (AmTrust) will keep **your** personal information safe and private. AmTrust follows all laws that protect **your** privacy. Under the laws, AmTrust is responsible for handling **your** personal information as Data Controller. Here is a simple explanation of how and why it does this. For more details visit the website at <u>www.amtrustinternational.com/dpn</u>

### What AmTrust does with your personal information

There are different reasons for using your information. AmTrust will need it to:

- give you this policy.
- contact you to ask if you want to continue with the policy.
- protect both you and AmTrust against fraud and money laundering.
- follow the law and any regulations that apply.

AmTrust might need your information:

- to run through its computer systems to see if it can offer **you** this policy.
- to help you if you have any queries or want to make a claim.
- to give you information, products, or services that you ask for.
- for research or statistics.

Some personal information is very private or sensitive. For example, information about **your** health or any criminal convictions **you** might have. AmTrust might need this kind of information to decide if it can offer **you** this policy, or to help **you** with a claim. It will only use this type of information for these specific reasons and will follow any rules that it has to.

AmTrust might need to share **your** information with companies and people who provide a service to it, or to **you** on its behalf. It will only do this if the law allows it to. This includes, for example:

- companies in the AmTrust group and people it works with.
- reinsurers, insurance brokers, insurance reference bureaus and agents.
- credit and fraud agencies.
- medical professionals.
- regulators, and anyone it might need to share the information with by law.

AmTrust might send **your** information outside the UK and European Economic Area for processing and storage. This can include to the USA and Israel. It makes sure that **your** information is stored safely and processed in line with the law and this notice.

You can ask AmTrust to:

- provide **you** with the information it has about **you**.
- Restrict or stop processing your information in certain occasions.
- If there are any mistakes or updates, you can ask AmTrust to correct them.
- delete your information (although there are some things it cannot delete).
- give your information to someone else involved in your policy.
- not use **your** information for marketing.

If **you** think AmTrust has done something wrong with **your** information, **you** should speak to the local data protection authority.

AmTrust will:

- not keep **your** information longer than it needs to. This is usually up to 10 years after **your** policy ends.
- only keep your information longer than 10 years if there is a business or regulatory reason for doing so.

If **you** have questions about how AmTrust uses **your** information, contact its Data Protection Officer. The contact details are on the website - <u>www.amtrustinternational.com/dpn</u>

### 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 Team: 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 3. There is no **Excess** on the Signature Travel policy.

**Gadget**: This 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

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**.

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: The Insurer, Claims Team or Administrator as applicable.

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