



freedom
INSURANCE SERVICES LTD

Gadget Travel Insurance

This insurance is arranged, and claims administered by Taurus Insurance Services Limited (Taurus) 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 number 444830.

CLAIMS PROCEDURE:

Online: tiga.taurus.claims

Telephone: 0330 057 0281

Email: freedom.tiga@taurus.gi

Gadget Travel Insurance

INTRODUCTION

This insurance is only available if You have bought the Gadget Travel Add-on policy and have paid an extra premium (this will be confirmed on the Validation Certificate).

This insurance is arranged, and claims administered by Taurus Insurance Services Limited (Taurus) 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 number 444830.

The insurer is AmTrust Specialty Limited (ASL / AmTrust) whose registered office is Exchequer Court, 33 St Mary Axe, London, EC3A 8AA, United Kingdom and it is registered in England number 01229676. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 202189.

This Travel Gadget Insurance Policy gives cover for **your gadget(s)** against **theft, loss, accidental damage** and **malicious damage** when **you** are on a trip. The **gadget(s)** must be in good condition and full working order at the start of **your** trip.

The law of England and Wales will apply to this contract.

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.

If **you** become aware that information **you** have given us is incomplete or inaccurate, **you** must inform the **claims administrator**.

DEFINITIONS - Meaning of words found in this document

There are words and phrases shown below in this **gadget** cover which are highlighted in bold type.

Accidental Damage/Accidentally Damaged	means unexpected damage to your gadget which means it cannot be used or is unsafe to use. The damage must be sudden and unintentional. This includes damage to screens and damage resulting from sudden and unexpected damage caused by liquid.
Beyond Economical Repair	means that repair costs are higher than the value of the gadget because of spare parts not being available or for technical reasons.
Business	means a company where you are an owner, director or employee of that company.
Claims Administrator	means Taurus Insurance Services Limited.
Custom Built	means a complete computer or laptop made from components supplied and assembled by qualified engineers at a UK VAT registered company (or, if bought overseas, a company with the equivalent tax registration).
Gadget/Gadget(s)	means the electronic device(s) which belongs to: <ol style="list-style-type: none">1. you, or2. a business where you have the relevant authority and responsibility to use and insure the gadget(s) owned by the business. Confirmation of this will be needed in the event of a claim.

	<p>For the purpose of this policy we will only cover the following items:</p> <p>Mobile Phones, Smart Phones, Laptops (including custom built), Tablets, Digital Cameras, Games Consoles, Video Cameras, Camera Lenses, Bluetooth Headsets, Bluetooth Speakers, Satellite Navigation Devices, E-Readers, Head/Ear Phones, Smart Watches or a wrist worn Health and Fitness Tracker.</p> <p><u>Please note:</u> Accessories are not covered under this policy.</p> <p>We can only cover gadget(s) that are:</p> <ol style="list-style-type: none"> 1. bought new or refurbished from a UK VAT registered company (or, if bought overseas, a company with the equivalent tax registration) and supplied with a proof of purchase; or 2. bought second hand or gifted to you, provided that you have the original proof of purchase and a signed letter from the original owner confirming that you own the gadget(s). The original proof of purchase or letter must include the following details of your gadget(s): <ol style="list-style-type: none"> a. either the IMEI or serial number (whichever is applicable); b. the make and model; c. the sale price (your purchase price); d. confirmation that the gadget(s) was/were in full working order at the time of sale.
Loss	means that the gadget has been accidentally left somewhere by you and you are permanently prevented from using it.
Malicious Damage/Maliciously Damaged	means an intentional or deliberate act by a person (who is not insured under this policy) which causes damage to your gadget which means it cannot be used or is unsafe to use.
Manufacturer Security	means the inbuilt security features of your gadget . For example Apple 'Find My' or Google 'Find my Device'.
Proof of Purchase	<p>means the original printed receipt, or a similar electronic record, that can be sent to us or shown in its original format(not handwritten), provided at the original point of sale that gives details of the gadget(s) bought and helps prove that you are the legal owner the gadget(s) and the age of the gadget(s).</p> <p>The document should show date the item was bought and the price paid, IMEI or serial number of the gadget(s), and show the UK VAT registration number of the company you purchased the item from. (or If the gadget was bought overseas, the equivalent tax registration).</p> <p>For gadget(s) that are gifted or given to you - we will need the original purchase receipt, as shown above, along with a signed letter from the original owner confirming that you own the gadget(s).</p> <p>For second-hand gadget(s) - we will require the original purchase receipt which was given to the original owner, as detailed above, along with evidence of resale. A printed receipt or electronic record provided by a retailer or person selling the second-hand gadget(s) is not acceptable as proof of purchase.</p> <p>Where the original proof of purchase is not available we might consider alternative proof of ownership.</p>
Proof of Usage	means proof that your gadget has been in use before the event which leads to the claim.
Purchase Price	means the price shown on the proof of purchase .
Taurus Warranty	<p>the period where the claims administrator will sort out any defects in materials and workmanship when they repair or replace your gadget in the event of a claim, when your gadget is used normally in line with manufacturer's guidelines.</p> <p>For repairs the Taurus warranty is 3 months and for a replacement the Taurus warranty is 12 months.</p>

	<p>This warranty will also include the costs associated with delivering the device to and from the repair centre.</p> <p>The Taurus warranty does not cover wear and tear, damage by computer viruses, normal maintenance, accidental damage or any loss which is not the normal result of what has happened the gadget.</p>
Theft	means the gadget has been taken by force, threat or violence by a third party or by a pickpocket with the intention of preventing you from having it
Unattended	means that the gadget has not been locked away or secured and is not within your sight or arms length reach.
Water-based Activities	means activities and sports that take place on or in water, for example, swimming, diving, boat-rides, jet skiing.
We, Us, Our	means AmTrust.
You/Your/Yourself	means the policyholder and person(s) or company shown on the schedule.

YOUR COVER

This section of the policy sets out the cover **we** provide to **you**. **You** must follow these terms and conditions to make a successful claim. Everyone shown on the schedule is covered by this policy. The total amount of cover for each **gadget** is shown in the “Table of Benefits”.

It is important that **you** understand:

- Where only a part (or parts) of **your gadget** has been damaged, **we** will only replace that part or parts. Accessories are not covered.
- The **gadget** must be repaired by the **claims administrator** or their approved repairer. Do not attempt to repair it yourself.
- The most **we** will pay for any claim is the single item limit shown in the Table of Benefits. This amount will not be more than the replacement cost of each **gadget** being claimed for. The claim payment will not be more than:
 - the single item limits shown or
 - the original **purchase price** or
 - the current market value of each **gadget**,
 whichever is the lowest amount.
- If the damaged item is **beyond economical repair** or if it is lost or stolen, replacements will be pre-owned, refurbished or remanufactured (not brand new). It might not be possible to replace **your gadget** with the same colour or finish. Where this is not possible a different colour or finish will be provided.
- There is an **excess** payable for any claim, as detailed in **your** policy schedule.
- **Your gadget(s)** will not be covered if **you** travel outside the area that **you** have chosen for **your** travel insurance. The area **you** have chosen will be shown on **your** insurance certificate or schedule.
- **Your gadget(s)** will not be covered if **you** travel to a country or region where the Foreign and Commonwealth Office has advised against all travel or against all but essential travel. For further details, visit gov.uk/foreign-travel-advice.

Accidental Damage

What we will cover if your claim is accepted

- ✓ **We** will repair or replace **your gadget** if it is **accidentally damaged**
- ✓ **We** will repair or replace **your gadget** if it is damaged because it accidentally come into contact with any liquid

What we will not cover

- ✗ **Accidental damage** caused by any person not named on **your** policy schedule.
- ✗ Liquid damage which happens when **you** are taking part in **water-based activities**.
- ✗ **Accidental damage** if the **gadget** is stored anywhere out of **your** immediate control. This includes checked-in baggage or in a bus, coach or train luggage compartment or where it is stored in overhead storage on a plane.
- ✗ Cosmetic damage to the **gadget** that does not stop the **gadget** working properly. (for example marring, scratching or denting).

Loss

What we will cover if your claim is accepted

- ✓ If **you** lose **your gadget**, **we** will replace it.

What we will not cover

- ✗ **Loss of your gadget** which has not been reported to the local Police authorities and, if necessary, **your** network provider within 24 hours of discovering the **loss**.
- ✗ Any claim if **you** leave **your gadget** somewhere **unattended**. For example - where **your gadget** is left in a coach or bus while **you** are sightseeing or at the side of a pool.
- ✗ Any **loss** if **your gadget** is stored as checked-in baggage or in a bus, coach or train luggage compartment or where it is stored in the overhead storage on a plane.
- ✗ The **loss of your gadget** if the **manufacturer security** is not switched on throughout the insured trip including at the time of the **loss**.
- ✗ The **manufacturer security** must remain switched on, and **your gadget** must remain linked to **your manufacturer security** account, throughout the claims process.

Malicious Damage

What we will cover if your claim is accepted

- ✓ If **your gadget** is **maliciously damaged**, **we** will repair or replace it.

What we will not cover

- ✗ If the **gadget** is **maliciously damaged** by **you**.
- ✗ **The malicious damage of your gadget** if it has not been reported to the appropriate local Police authorities within 24 hours of discovering the **malicious damage**.

Theft

What we will cover if your claim is accepted

- ✓ If **your gadget** is stolen **we** will replace it.

What we will not cover

- ✗ **The theft of your gadget** if it has not been reported to the appropriate local Police authorities and **your** network provider within 24 hours of discovering the **theft**.
- ✗ Any claim if **you** leave **your gadget unattended** for example - where **your gadget** is left in a coach or bus while **you** are sightseeing or at the side of a pool.
- ✗ Any claim if **your gadget** is stored as checked-in baggage or in a bus, coach or train luggage compartment or where it is stored in the overhead storage on a plane.
- ✗ Any claim if the circumstances of the **theft** cannot be clearly identified, for example where **you** are unable to confirm the time and place of the **theft**.
- ✗ The **theft of your gadget** if the **manufacturer security** is not switched on throughout the insured trip, including at the time of the **theft**.
- ✗ The **manufacturer security** must remain switch on, and **your gadget** must be linked to **your manufacturer security** account, throughout the claims process.
- ✗ **Theft** from any motor vehicle if **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 switched on. A copy of the repairer's account of the damage, or any other evidence must be

supplied with any claim.

- ✱ **Theft** 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, which results in damage to the building or premises. A copy of the repairer's account of the damage, or other evidence must be supplied with any claim.

WHAT WE WILL NOT COVER

General Exclusions

We will not pay for:

1. any claim if the premium has not been paid.
2. the excess which applies to this cover (shown in the schedule).
3. any claim for a device which is not shown in the definition of '**gadget**' above.
4. accessories.
5. any claim if **you** have committed fraud or provided misleading information or are unable to give **us** complete details about the circumstances of the claim.
6. any claim if **you** cannot provide **proof of purchase**.
7. any claim if **proof of usage** cannot be given (this applies if the **gadget** is a SIM enabled device or a laptop/tablet where user history is available).
8. any claim if the **manufacturer security** is not switched on at the time of **theft** or **loss** or where it has been switched off before the claims process has completed.
9. any **loss, theft** or **accidental damage** as a result of confiscation or detention by customs, other officials or authorities.
10. any claim if the **gadget** was not in good condition and in full working order at the time **you** started **your** trip.
11. any claim if **you** have not taken precautions to prevent **accidental damage, theft** or **loss**, for example:
 - a) if **you** do not follow the manufacturer's instructions when **you** set up or use the **gadget**;
 - b) if **you** leave **your gadget unattended** or with someone **you** do not know.
12. any claim if the IMEI/Serial number cannot be identified from **your gadget**.
13. any claim which is only for parts of **your gadget** that are considered 'a consumable' (e.g. batteries.)
14. any claim if there is evidence that the **accidental damage, theft** or **loss** happened before **your** trip started.
15. breakdown which is caused by any internal failure or burning out of any part of **your gadget**.
16. **loss**, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any computer virus or similar mechanism or as a result of any failure of the internet, or loss of use, reduction in functionality, cost, expense of any nature which results from it, regardless of any other cause or event which contributed to it.
17. Any claim resulting from an unlawful act. For example:
 - a) Any unlawful act deliberately or intentionally committed by an insured person; or
 - b) Civil or criminal proceedings against anyone on who **your** insured journey depends.
18. any modifications that have been made from the original specifications of the **gadget**. This would include things like adding gems, precious metals or unlocking **your gadget** from a network.
19. **loss** of any software or firmware failures.
20. any expenses which are the result of **you** not being able to use the **gadget**, or any loss other than the repair or replacement costs of the **gadget**.
21. anything under this 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. anything 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.

Cancellation

This policy cannot be cancelled on its own as it is an 'add-on' to another product. If **you** wish to cancel, please look at the relevant section in **your** main travel insurance policy.

We will not cancel this policy unless:

- **we** suspect fraud
- **you** do not pay the premium when it is due or
- **you** use any threatening or bullying behaviour to **our** staff or the **claims administrator**' staff.

CLAIMS PROCEDURE

Please read **our** Claims Guide and complete the Claim Form, found at <https://tiga.taurus.claims>

or contact the **claims administrator** on 0330 057 0281 or freedom.tiga@taurus.gi

You must follow the process set out below or your claim may not be paid

- a) Report the **theft** or **loss** of **your gadget** to **your** network provider within 24 hours of discovery so they can blacklist **your** handset/item (where this is applicable).
- b) Report the **theft**, loss or **malicious damage** of **your gadget** to the Police, local to where the **theft** or **loss** happened, within 24 hours of discovering the **theft** or **loss** and get a crime reference number and a copy of the police report.
- c) Give the **claims administrator** the **proof of purchase** for the **gadget you** are claiming for. This **proof of purchase** must show that **you** own that particular **gadget**, which may include the IMEI number or serial number (where applicable in respect of mobile phones and laptops) and other identifying details where appropriate.
- d) Give the **claims administrator** the **proof of usage** (in respect SIM enabled devices) from **your** network provider that confirms the mobile phone has been in use since the start of **your** trip and up to the time of the **theft** or **loss**.
- e) Complete and return any claim form or documents asked for by the **claims administrator** as soon as possible and send any other requested documents to support your claim. For example photo ID and proof of address.
- f) Not attempt to repair the item **yourself** or use an unauthorised repairer as this will not be covered.
- g) Not format **your gadget(s)** in a way that makes it impossible to get the date it was last used.
- h) Pay the excess asked for by the **claims administrator**.
- i) Give details of any other contract, guarantee, warranty or insurance that may apply to the **gadget** including, for example, household insurance. (Where it is appropriate, a portion of the claim may be recovered direct from these Insurers).

Repair and Replacement Equipment

Please note: This is not a 'new for old' insurance policy. Where **we** replace the **gadget(s)**, the replacements will be pre-owned, refurbished or remanufactured (not brand new). It might not be possible to replace **your gadget** with the same colour or finish, where this is not possible an alternative colour or finish will be provided.

- a) If **your** claim is agreed and **your gadget** is **beyond economical repair**, **we** will try to replace it with a **gadget** of the same specification or the equivalent value taking into account the age and condition of the **gadget**.
- b) For **theft** and **loss** claims - if the claim is agreed and **your gadget** must be replaced, **we** will try to replace it with a **gadget** of the same specification or the equivalent value taking into account the age and condition of the **gadget**.
- c) Repairs or replacements will only be made in the United Kingdom.
- d) Where the original **gadget** is replaced, the original **gadget** becomes **our** property and must be returned to the **claims administrator** immediately. Please call the **claims administrator** on 0330 057 0281 and they will provide details for its return.
- e) All repairs to **gadgets** are issued with a 3-month warranty (the **gadget** must be returned to the **claims administrator** if **you** make a claim under the **Taurus warranty**).

- f) All replacement items are issued with a 12-month warranty (the item must be returned to the **claims administrator** if **you** make a claim under the **Taurus warranty**).
- g) If **your** existing **accessories** do not work with the replacement item provided, **we** will cover the cost of the **accessories**, if **you** supply a **proof of purchase** for any replacements.
- h) **Taurus warranty** claims for **gadget(s)** damaged in transit will only be paid where they are reported to the **claims administrator** on **0330 057 0281** within 48 hours of delivery and the packaging is retained to allow an investigation to be carried out.

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
- recover (from **you**) any payments **we** have already made in respect of that 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.

Information Disclosure

Throughout the claim process **you** are required to always be open and honest when providing answers. Failure to do so may result in **your** claim being declined.

Where **you** have been asked for additional information in respect of **your** claim and it has been identified that there are inconsistencies in the circumstances of **your** claim, this may result in **your** claim being declined. This would include where **you** have failed to provide details of any other insurance policy that covers **your gadget(s)**.

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 Freedom who will look into **your** complaint. **You** can get in touch by writing to:

Customer Service Manager
Freedom Insurance Services
58 Market Square
St. Neots
Cambridgeshire
PE19 2AA

Telephone: 01480 220 673
Email: services@freedominsure.co.uk

For complaints about how **your** claim has been dealt with
Please contact the Claims Team by writing to:

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

Telephone: 0330 057 0281
Email: gadget.complaints@taurus.gi

The Customer Relations Team will contact **you** within five business 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.

If **you** are not happy with the response or **your** complaint has not been resolved within eight weeks **you** may have the right to ask the Financial Ombudsman Service to review **your** complaint. **You** have six months in which to do so. Their contact details are:

Financial Ombudsman Service
Exchange Tower,
London E14 9SR,
England.

Tel: 020 7964 1000 (Switchboard)

+ 44 207 964 1000 (for calls outside the UK)

0800 023 4 567 – calls to this number are normally free for people ringing from a ‘fixed line’ phone but charges may apply if **you** call from a mobile phone.

0300 123 9 123 – calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs.

020 7964 1001 (main fax)

Email: complaint.info@financial-ombudsman.org.uk

Full details of their impartial complaints procedure can be found on their website:

www.financial-ombudsman.org.uk

The Financial Ombudsman Service can only deal with **your** complaint after **you** have followed **our** full complaints procedure. If **you** use **our** complaints procedure or complain to the Financial Services Ombudsman, **your** right to take legal action against **us** is not affected.

Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if **we** cannot meet **our** liabilities under this policy.

The level of compensation provided will depend upon the circumstances of the claim. Further information is available from the FSCS by writing to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU, UK or by phone on 0800 678 1100 or 0207 741 4100 or from their website at www.fscs.org.uk.

DATA PROTECTION NOTICE

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 www.amtrustinternational.com/dpn

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 - www.amtrustinternational.com/dpn