trusted
Insurances

ULTIMATE COVER

MOBILE & GADGET INSURANCE

Policy Information Document

- Accidental Damage
- Liquid Damage
- Breakdown
- Malicious Damage
- Worldwide Cover
- Accessory Cover
- Theft
- Loss

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HOW TO CONTACT US

By Phone:

For sales enquiries: Please call Trusted Insurances on **0207 183 6082** (local rate call)

To make a claim: Please call the ***Claims Administrator*** on **0330 880 1741** (local rate call)

Opening hours: Monday to Friday 9.00am to 5.30pm

By Email:

For claims: gadget.claims@trustedinsurances.com

For sales enquiries: gadget.sales@trustedinsurances.com

By Post:

Trusted Insurances, Suite 2209-2217, Eurotowers, Europort Road, Gibraltar.

ABOUT YOUR INSURANCE

This insurance is arranged and administered by:

Taurus Insurance Services Limited, an insurance intermediary licenced and authorised in Gibraltar by the Financial Services Commission under Licence Number FSC00757B and authorised by the Financial Conduct Authority in the UK under registration number 444830.

TAURUS INSURANCE SERVICES

You can visit the Financial Conduct Authority website, which includes a register of all regulated firms, at register.fca.org.uk or by contacting them on 0300 500 0597 or from abroad – 0044 207 066 1000. Email: firm.queries@fca.org.uk.

To make a claim, please call the Claims Administrators on 0330 880 1741 (local rate call) as soon as reasonably possible following the discovery of the incident (or where the incident occurs outside of the UK, as soon as reasonably possible upon your return to the UK).

More details of what you need to do when making a claim and how the claims process will work can be found in the section “Claims Procedures” on page 15.

The insurance is underwritten by:

AmTrust Europe Limited, whose registered office is at Market Square House, St James’s Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Protecting your phones, tablets and gadgets

Here are some measures ***you*** can take to help protect or track ***your gadget(s)*** whether or not they are covered by an insurance policy:

We've all been there, dropping ***your*** device is a sure fire way to damage ***your*** device. However, you can protect against this by simply buying a case, which will go some way to keeping ***your*** device safe.

Don't forget to also keep a record of ***your*** mobile phone's **IMEI number**, this is unique to ***your*** handset, and should the worst happen it will allow ***you*** to be reunited with ***your*** device. ***You*** can find this by typing ****#06#*** in to your handsets key pad.

You can also register ***your*** device for FREE on https://www.immobilise.com/index.php

For added security ***we*** recommend adding a **pin code** or **password** to all ***your*** devices. This will ensure that ***your*** personal information remains private should it fall in to the wrong hands.

There are also a variety of **tracker applications** which could enable ***your*** device to be found. Please always contact the police and let them retrieve the device, never take the law in to ***your*** own hands!

Always avoid using ***your*** device in public places in situations where ***you*** might be distracted, such as exiting public transport. These situations make easy targets for thieves.

IMPORTANT INFORMATION

Please keep your insurance documents safe

When ***you*** purchased this insurance policy ***you*** selected the plan that was most suitable for ***your*** needs. This document only sets out the ***level of cover you*** have selected. Should ***you*** require an alternative ***level of cover*** at any point, please do not hesitate to contact Trusted Insurances on 0207 183 6082 to discuss any other options that may be available to ***you***.

This insurance has been specifically designed to provide insurance protection for ***your gadget(s)*** and meets the demands and needs of individuals who:

You must be:

A UK Resident

The Owner of the gadget(s) or an immediate family member of the gadgets' owner

Over the age of 16

And would like to cover against:

- Accidental Damage
- Liquid Damage
- Breakdown
- Malicious Damage
- Worldwide Cover
- Accessory Cover
- Theft
- Loss

Please note that there are some exceptions or exclusions relating to the cover provided by this policy and it is therefore important that ***you*** read the section headed "What is not covered".

Important Information: the ***gadget(s)*** must be in good condition and full working order at the time of purchasing the policy. If there is evidence that the ***damage***, ***theft*** or ***loss*** occurred prior to the policy inception date, this will result in ***your*** claim being refused. ***We*** may also inform the police and take further legal action against ***you***. This policy must be purchased whilst in the United Kingdom.

We have not provided ***you*** with a personal recommendation as to whether this policy is suitable for ***your*** specific needs, so ***you*** must decide ***yourself*** whether it is or not. ***You*** have made a reasoned decision basis of the information provided and can cancel this insurance at any time should ***you*** decide the cover is no longer suitable (please refer to the cancellation conditions contained in this policy for full details).

This is ***your*** certificate of cover. It tells ***you*** everything that is covered and what is not covered. It must be read in conjunction with ***your*** insurance schedule. These documents make up the schedule of insurance contracts between ***us*** and ***you***. Please keep this document together with ***your*** Schedule of Insurance in a safe place in case ***you*** need to read them again or make a claim.

If ***you*** have any disability that makes communication difficult, please tell ***us*** and we will be pleased to help.

POLICY WORDING

This Policy wording must be read together with ***your*** Schedule of Insurance. Please read these documents carefully and make sure ***you*** understand fully what is covered and what is not covered, also ensuring ***you*** comply with all of the policy conditions as a breach of a condition can invalidate ***your*** policy and may mean that any claims made will not be paid.

If any of the details are incorrect please contact the Trusted Insurances immediately.

Your Schedule of insurance tells ***you*** the ***registered gadget(s)*** which are covered under this policy. If any of the details are incorrect please contact Trusted Insurances immediately.

Certificate of cover

This document, combined with ***your*** Schedule of Insurance, certifies that in accordance with the authorisation granted under Contract SRWW001916 between Taurus Insurance Services Limited and ***us*** and in return for payment of the premium ***we*** agree to insure ***you*** in accordance with the terms and conditions contained in these documents. ***We*** authorise them to sign and issue these documents on ***our*** behalf.

Signed on behalf of the insurer by

James Cottrell
Director of Taurus Insurance Services Limited

INTRODUCTION

This insurance policy provides insurance for ***your registered gadget(s)*** whilst ***your*** policy is in force, as shown in ***your*** Schedule of Insurance, subject to the terms, conditions, and limitations shown below.

Period of cover

You had the choice to buy this insurance as either a monthly policy or an annual policy as explained below. ***Your*** choice will be confirmed on ***your*** Schedule of Insurance. Please note that ***your*** insurance may be terminated immediately if we do not receive ***your*** monthly or annual premium(s) when they are due. Should any premium(s) fall into arrears due to non-payment, ***we*** will automatically re-attempt to collect any outstanding premiums.

If ***you*** have purchased an annual policy, ***your*** insurance starts at the time of purchase, renewal, or policy start date, whichever is later, and lasts for a period of twelve months provided ***you*** pay ***your*** premium when it is due. The annual premium ***you*** pay is determined by the value of each of ***your gadgets*** as specified at the time of purchasing or renewing the insurance.

If ***you*** have purchased a monthly policy, ***your*** insurance starts at the time of purchase or policy start date, whichever is later, and lasts for a period of one month. It will then continue for further monthly periods provided ***you*** continue to pay ***your*** monthly premiums as they become due. The monthly premium ***you*** pay is determined by the value of ***your gadget*** as specified at the time of purchasing the insurance and will be collected monthly in advance.

All premium collections will be administered by Taurus Insurance Services Limited.

DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in ***your*** policy documents and are shown in ***bold italics*** throughout.

Accessories

Means items such as, but not limited to, chargers, protective cases, carrying cases and hands-free mounting kits, but ***excluding*** the SIM card and Wearable Technology or any item defined as an insurable device within the Gadget Criteria.

Accidental Damage

Means the sudden unforeseen ***accidental damage*** to ***your gadget*** not otherwise specifically excluded under this policy.

Claims Administrator

Means Taurus Insurance Services, Suite 2209-2217 Eurotowers, Europort Road, Gibraltar. Tel No: 0330 880 1741 (local rate call).

Breakdown

Means the actual breaking or burning out of any part of ***your gadget*** whilst in ordinary use arising from internal electronic, electrical or mechanical defects in the ***gadget***, causing sudden stoppage of the function thereof and necessitating repair before it can resume normal operation.

Computer virus

Means a self-replicating program that spreads by inserting copies of itself into other executable code or document, that is loaded onto ***your gadget*** without ***your*** knowledge and runs against ***your*** wishes.

Gadget(s)

Means the ***gadget(s)***, excluding ***accessories***, identified on ***your*** Schedule of Insurance which belong to you, as evidenced by ***your proof of purchase*** or exchange, which are no more than 36 months old at the time of purchasing insurance for the ***gadget(s)***, but excluding personalised ring tones or graphics, downloaded material or software.

Criteria: ***We*** can only insure ***gadget(s)*** that are:

1. purchased new or refurbished from a UK VAT registered (or the equivalent tax if purchased overseas) company and supplied with a ***proof of purchase***.
2. purchased second hand or gifted to ***you***, provided that ***you*** have the ***proof of purchase*** (which corresponds to notes 1 above) or a signed letter from the original owner confirming that ***you*** own the ***gadget(s)***. The ***proof of purchase*** or letter must include the following details of ***your gadget(s)***:
    a. either the IMEI or serial number (whichever is applicable);
    b. the make and model;
    c. the sale price;
    d. confirmation that the ***gadget(s)*** were in full working order at the time of sale.
3. ***registered*** and appear on ***your*** Schedule of Insurance.

NOTE: The ***gadget*** must be in good condition and full working order at the time of initial purchase of the policy or at the time of adding or replacing a ***gadget*** on ***your*** policy. There is no maximum number of ***gadgets*** that can be ***registered*** against this policy.

For the purpose of this policy a ***gadget*** can be any one of the following items:

Mobile Phones, Smart Phones, Laptops, Tablets, Desktops, Digital Cameras, PC Monitors, 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).

If ***you*** are unsure as to whether ***your gadget*** is covered in the above list, please contact Trusted Insurances on 0207 183 6082.

Where ***your gadget*** is a phone ***we*** will only provide cover if the device has a functioning SIM registered at your address. In the event of a claim ***we*** will request ***your*** call records to prove that the ***gadget*** has been in use since policy inception and up to the event giving rise to the claim.

Immediate family

Means ***your*** spouse, partner or parents or ***your*** children, brothers or sisters who permanently reside with ***you*** at the address registered with ***us***.

Loss

Means that the ***gadget*** has been accidentally left by ***you*** in a location and ***you*** are permanently deprived of its use.

Level of Cover

Means the insurance option ***you*** chose for ***your gadgets*** when ***you*** purchased ***your*** policy as shown in ***your*** Schedule of Insurance. The options available are:

- Standard (covers ***you*** against ***breakdown*** and ***accidental damage***),
- Premium (covers ***you*** against ***breakdown***, ***accidental damage*** and ***theft***) or
- Ultimate (covers ***you*** against ***breakdown***, ***accidental damage***, ***theft*** and ***loss***).

Malicious Damage

Means the intentional or deliberate actions of another party, not including ***immediate family***, which causes damage to ***your gadget***.

Proof of Purchase

Means the purchase receipt provided at the point of sale that gives details of the ***gadget(s)*** purchased (including any ***accessories***), or similar documents that provide proof that ***you*** own the ***gadget(s)*** and enables the age of the ***gadget(s)*** to be reasonably identified. The receipt should include confirmation of the IMEI or serial number of the ***gadget(s)*** (where possible) and detail the UK VAT registration number of the company (or the equivalent tax if purchased overseas). Delivery notes are not an acceptable form of ***proof of purchase***.

Proof of Usage

Means evidence that shows the ***gadget*** has been in use since policy inception and up to the event giving rise to the claim. Where the ***gadget*** is a mobile phone this evidence can be obtained from your Network provider. For other ***gadgets***, such as laptops, in the event of an ***accidental damage*** claim this may be determined through inspection by ***our*** repairer.

Theft

Means the taking of the ***gadget(s)*** by a third party with the intention of permanently depriving you of it, using force, threat of violence or by pickpocket. ***Theft*** claims must also be accompanied by a valid Police crime reference report, loss property reports and numbers on their own will not be accepted in support of a ***Theft*** claim.

Please note: ***Theft*** and ***Loss*** needs to be reported to the local Police authorities and ***your*** network provider (if applicable) within 24 hours of discovering the incident.

Register

To be covered under this policy ***your gadget(s)*** must be ***registered*** with Trusted Insurances.

To ***register your gadget(s)*** please visit www.trustedinsurances.com and log into your account or alternatively please contact Trusted Insurances on 0207 183 6082.

To ***register your gadget(s) you*** will need the details of their make, model and serial number or IMEI for mobile telephones, as well as any other information that may be reasonable to request when ***you register your gadget(s)***.

Registered

The ***gadget(s)*** that are stated on ***your*** current Schedule of Insurance. ***Gadget(s)*** that are not included on ***your*** Schedule of Insurance at the time of loss will not be covered by this policy.

We, us, our

Means the insurer which is AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk. More information about us can be found here: https://www.amtrusteurope.com/en-GB/about

You, your, yourself

Means the person (aged 16 years or over) as stated on ***your*** Schedule of Insurance as the 'Insured' and any member of ***your immediate family***, who owns the ***gadget(s)*** covered by this policy.

Accessories

In the event of a claim being agreed by ***us*** in respect of ***your gadget***, ***we*** will replace any ***accessories*** damaged, stolen or lost at the same time as ***your gadget*** up to a **maximum of**, either the original purchase price or **£150 including VAT**, whichever the lesser.

Accidental Damage

We will repair or replace ***your gadget*** if it is damaged as the result of ***accidental damage***, providing the ***gadget*** is returned to ***us***.

Breakdown

We will repair or replace ***your gadget*** if it suffers ***breakdown***, providing the ***gadget*** is returned to ***us***. Please note that this cover only applies if the ***breakdown*** occurs outside the manufacturer's guarantee period.

Business Use

Cover is extended for ***business use*** as long as the main insured is a company director/employee with the relevant authority to insure the ***gadget(s)*.** Those using the ***gadget(s)*** must be employees, directors or students of the company and confirmation of this will be required in the event of a claim. If a student is using the company ***gadget(s)*** then there must be an employee/director of the company present whilst the ***gadget(s)*** is in use.

E-Wallet Protection

If ***your gadget*** is lost or stolen, and the ***loss*** or ***theft*** is covered by ***your*** policy, ***we*** will refund the cost of unauthorised transactions made from ***your*** Credit/Debit card via ***your gadget***, after it was lost or stolen, using an e-Wallet facility (providing an e-Wallet PIN has been set for all transactions), up to a ***maximum of £500*** (including VAT), within 24 hours of discovering the ***theft*** or ***loss*** of ***your gadget***.

NOTE: This cover will only apply if there is no protection from such losses from ***your*** bank or card provider, or the amount that ***you*** are claiming for exceeds the amount covered by ***your*** bank or card provider.

Loss

If ***you*** accidentally lose ***your gadget*** we will replace it (in respect of a valid ***loss*** claim).

Malicious Damage

We will repair or replace ***your gadget*** if it is damaged through the intentional or deliberate actions of another party, not including ***you*** or ***your immediate family***. Where only part or parts of ***your gadget*** have been damaged, ***we*** will only replace that part or parts.

Student Use

Cover is extended to usage within university halls/residences and schools providing that the main address of the Student is that which is detailed on the policy.

Territorial Limits

This insurance covers a ***gadget*** for use in the UK cover is extended to include use of the ***gadget(s)*** **anywhere in the world, for up to a maximum of 120 days**, in any continuous 12-month period, subject to any repairs being carried out in the UK by ***our*** authorised repairers. Please note that cover cannot be purchased after you have started your trip.

Theft

If ***you*** suffer theft of ***your gadget*** we will replace it (in respect of a valid ***theft*** claim).

Unauthorised Usage

If ***your gadget*** is stolen, and the ***theft*** is covered by ***your*** policy, we will refund the cost of unauthorised calls, messages and downloads made from it after the time it was stolen up to a maximum of £2,500 (including VAT). Cover will only apply to ***unauthorised usage*** within 24 hours of discovery of the ***theft*** of ***your gadget***. Itemised bills must be provided to support ***your*** claim.

NOTE: This cover will only apply if there is no protection from such losses from ***your*** network provider.

Policy excess

A policy excess must be paid by ***you*** in respect of each and every valid claim for each and every ***gadget*** being claimed for under each incident. The policy excess amount is dependent on the value of the ***gadget*** and the peril under which the claim has been submitted.

Important note: For any claim for theft or loss, or where the incident occurs within the first 31 days of the initial policy inception date an additional excess is payable over and above the standard excess as detailed below.

Excess Examples:

If ***you*** were to submit an accidental damage claim, 6 months after the initial policy purchase date, only the standard excess would apply.

If ***you*** were to submit a loss claim within the first month of ***your*** initial policy purchase date then the maximum excess payable would apply.

Insured Device Value	Standard Excess	Additional Theft or Loss Excess	Additional Early Claim Excess	Maximum Excess Payable
£300 or Less	£25	+£25	+£50	£100
Over £300 up to £1,000	£50	+£25	+£50	£125
Over £1,000	£75	+£50	+£50	£175

Theft exclusions

We will not pay any claim:

- unless a Police crime report is provided in support of the ***theft***. Lost property reports will not be accepted in support of the ***theft*** claim.
- where the ***gadget*** has been stolen from any motor vehicle, unless the vehicle is locked and all protections are in operation and the ***gadget(s)*** is concealed out of sight so that forced and violent entry into the vehicle is required. Evidence of the damage to the vehicle must be provided with ***your*** claim;
- where the ***gadget*** has been stolen from any premises unless force, resulting in damage to the premises, was used to gain entry or exit. A copy of the repairer's account for such damage must be supplied with any claim;

Territorial exclusions

- No cover is provided for claims as a direct result of ***you*** travelling to a country where the Foreign and Commonwealth Office (FCO) have advised against all (but essential) travel. Please check the FCO travel advice line at www.fco.gov.uk or contact 020 7008 1500.

General exclusions

We will not pay for:

1. any claim where the ***gadget*** has not been ***registered*** and therefore is not listed in ***your*** Schedule of Insurance.
2. any claim where the policy was not purchased in the United Kingdom.
3. any claim for a ***gadget*** where ***your*** insurance premiums are in arrears and ***you*** do not settle the outstanding balance.
4. any claim where you have failed to take all reasonable precautions to prevent damage, theft or loss. This will include, but not limited to:
    a. using ***your gadget*** in accordance with the manufacturer's instructions;
    b. if left unattended in a vehicle or premises, ***you*** are to ensure that the ***gadget*** is out of sight and that all locks and security devices are actioned;
    c. not handing ***your gadget*** to a person who is not known to ***you*** or a third party, other than ***your immediate family***.
5. any claim where the IMEI/Serial number cannot be determined from ***your gadget***.
6. any claim where ***proof of usage*** cannot be provided or evidenced (applicable only where the ***gadget*** is a mobile phone or in respect of a laptop/tablet where user history is available).
7. any claim where the excess has not been paid to the ***Claims Administrator***.
8. any kind of damage whatsoever unless the damaged ***gadget*** is provided for repair.
9. any ***unauthorised usage*** unless associated with a valid ***theft*** or ***loss*** claim.
10. any claim for a ***gadget*** which was more than 36 months old at the time of the initial purchase of the policy.
11. any ***accidental damage, theft*** or ***loss*** to any ***accessories*** that were not bought with and attached to ***your gadget*** at the time of the incident occurring and subject to the limit of liability in respect of any claim for ***accessories***.
12. any repairs or other costs for repairs carried out by anyone not authorised by ***us***.
13. any claim where there is evidence that the ***damage, theft*** or ***loss*** occurred prior to inception of the policy.
14. any claim for a ***gadget*** that does not meet the "Criteria" as listed within the definition of ***gadget***.
15. 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 whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
16. any claim for ***malicious damage*** which was caused by ***you*** or ***your immediate family***.
17. the VAT element of any claim if ***you*** are registered for VAT.
18. any ***damage, theft*** or ***loss*** to SIM or memory cards in isolation (unless it accompanies a valid claim for ***your gadget***).
19. cosmetic damage to the ***gadget*** or ***accessories*** that has no effect on the functionality of the ***gadget*** or ***accessories***, to include marring, scratching and denting.
20. 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

21. where ***you*** knowingly leave ***your gadget*** somewhere where ***you*** can't see it but others can and it is at risk of being lost, stolen or damaged. For example - in a restaurant or a pub where ***you*** go to the toilet or bar leaving ***your gadget*** on a table instead of taking it with ***you***.
22. loss of any software or firmware failures.
23. any claim resulting from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.
24. any claim resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
25. any ***loss***, ***theft*** or ***accidental damage*** of the ***gadget*** left as checked in baggage.
26. any ***loss***, ***theft*** or ***accidental damage*** to the ***gadget*** as a result of confiscation of detention by customs, other officials or authorities.
27. any expense incurred as a result of not being able to use the ***gadget***, or any loss other than the repair or replacement costs of the ***gadget***.
28. any claim for loss by deception arising from the sale of the device.

CONDITIONS AND LIMITATIONS

Claims Procedures

How to make a claim:

Online:

In the event of any incident likely to give rise to making a claim, ***you*** can notify the ***Claims Administrator*** through their online claims portal on the link below as soon as reasonably possible following the discovery of the incident (or where the incident occurs outside of the UK, as soon as reasonably possible upon **your** return to the UK).

Online Claims: www.trustedinsurances.com/Make-a-Claim

Telephone:

Alternatively ***you*** can notify the ***Claims Administrator*** on 0330 880 1741 (local rate call) as soon as reasonably possible following the discovery of the incident (or in the event of the incident occurring outside of the UK, as soon as reasonably possible upon ***your*** return to the UK). Exceptional circumstances causing ***your*** delay in reporting ***your*** claim and where there is no additional loss to ***us*** may be considered.

You must: (Failure to observe these may invalidate ***your*** claim)

- 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).
- report the ***theft*** or ***loss*** of ***your gadget*** to the Police within 24 hours of discovery and obtain a crime reference number in support of a ***theft*** claim and a copy of the police report.
- complete and return any claim form or documents as required by the ***Claims Administrator*** within 30 days of the incident date with any other requested documentation.

- 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 ***proof of purchase*** of the gadget for which you are claiming. Such ***proof of purchase*** must evidence 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.
- provide the ***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.

Repair and Replacement Equipment

- all repairs to ***gadgets*** are issued with a 3 month warranty (the ***gadget*** must be returned to the ***Claims Administrator*** in the event of a claim under that warranty)
- In the event that ***your*** claim is authorised and ***your gadget*** is deemed beyond economical repair and will therefore have to be replaced, ***we*** will endeavour to replace it with an identical fully refurbished or new (where a refurbished item is not available) item. **This is not a new for old insurance**. Should this not be possible the ***Claims Administrator*** will replace it with a fully refurbished or new (where a refurbished item is not available) item of a comparable specification or the equivalent value. (Gift cards or vouchers may be used as an alternative method of claims settlement at ***our*** full discretion).
- **Please note** it may not always be possible to replace ***your gadget*** with the same colour or finish, where this is not possible an alternative colour will be provided.
- Where replacement equipment has been issued and the original ***gadget*** is recovered, the original ***gadget*** becomes ***our*** property and must be returned to the ***Claims Administrator*** immediately. Please call the ***Claims Administrator*** 0330 880 1741 (local call rate) and they will provide details for its return.
- All replacement items are issued with a 12 month warranty (the item must be returned to the ***Claims Administrator*** in the event of a claim under the warranty)
- If ***your*** existing ***accessories*** are not compatible with the replacement item we have provided we will cover the cost of replacing the ***accessories***, on production of ***your proof of purchase*** for these.

Limit of Liability

Our liability, in respect of any one claim, will be limited to:

- the replacement cost of each ***gadget*** being claimed for and, in any event, shall not exceed the maximum liability for each ***gadget*** as shown on ***your*** Schedule of Insurance.
- ***Our*** liability, in respect of ***accessories*** will be limited to the replacement cost of the ***accessories***, subject to a maximum of, either the original purchase price or **£150 including VAT**, whatever the lesser. This is subject to a valid claim for ***theft, loss*** or ***damage*** of ***your gadget*** where the ***accessories*** are stolen, lost or damaged at the same time as ***your gadget***.

  Please note: ***We*** may apply a proportionate approach to your claim in circumstances where the sum insured by ***you*** is inadequate to cover the replacement cost of the ***gadget(s)*** on cover. The amount claimable would be calculated as follows: *(sum insured / cost of replacement) x loss = average claim amount*.

Fraud

We employ a dedicated team of fraud specialists. If any fraudulent or misleading claim is made or if any fraudulent or misleading means are used under this insurance, ***you*** will not be allowed to continue with ***your*** claim and ***your*** policy will be cancelled with immediate effect and no refund will be returned.

We and/or the ***Claims Administrator*** will be entitled to instruct an investigation into ***your*** claim and recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. ***We*** and/or the ***Claims Administrator*** may also inform the police and/or any law enforcement agency about the circumstances of any fraudulent claims. ***We*** may also prosecute those who make fraudulent or misleading claims.

English Law

This Insurance shall be subject to English Law.

POLICY CANCELLATION

Cooling off Period

You may cancel the insurance within 14 days of receiving the insurance documents, should ***you*** decide the insurance is no longer appropriate or required, please contact Switched On Insurance via email at **gadget.sales@trustedinsurances.com** or by calling 0207 183 6082. ***You*** will receive a full refund of any premium already paid provided that no claim has been made and ***you*** do not intend to make a claim.

After the Cooling off Period

If ***you*** have a monthly policy:

You can cancel cover at any time by contacting Trusted Insurances. If ***you*** cancel following the 14 day cooling-off period ***your*** cover will continue until the end of the period for which ***you*** have already paid.

If ***you*** have an annual policy:

You may cancel ***your*** insurance at any time by contacting Trusted Insurances, then cover will terminate upon receipt of ***your*** notice of cancellation. ***We*** will then calculate the proportionate premium for the period that ***you*** have not been insured, subject to deduction of an administration fee of £15.00, provided ***you*** have not made a claim during the period of insurance. If a claim has been made during the period of insurance no refund of premium will be given.

Cancellation by *us*

We may cancel this insurance by giving ***you*** at least 30 days written notice at ***your*** last known address. Reasons ***we*** may cancel the policy are, but not limited to:

- If ***we*** have reason to suspect ***you*** of fraud;
- Where ***we*** have been unable to collect a premium payment from ***you***. In this case, ***we*** will contact ***you*** by email after the first missed collection requesting payment of the premium. If ***we*** do not receive payment by the next collection date and the next payment is also missed, ***we*** will cancel ***your*** policy with immediate effect and send ***you*** an email confirmation of the cancellation.

If any of the above reasons should occur, ***we*** and/or the ***Claims Administrator*** will write to ***you*** with our concerns and ask ***you*** to redress them. Where this redress does not happen, ***we*** will then issue cancellation. If ***we*** cancel cover under ***your*** policy then no further premium will be payable by ***you***. ***You*** will continue to receive any benefits for a valid claim if ***your*** claim date was prior to the date the policy expired.

Mid-Term Adjustments

Should ***you*** decide to replace ***your gadget*** with a new ***gadget*** whilst ***your*** insurance is in force, ***we*** will consider transferring the benefit of the insurance subject to the item remaining with the same premium banding as ***your*** original ***gadget***. ***You*** must advise the ***Administrator*** of the make and model before ***you*** make any subsequent claim and in the event of such a claim ***you*** will need a ***proof of purchase*** showing details of the new ***gadget.*** The ***gadget*** must be in good condition and full working order at the time of adding the new ***gadget*** to the policy.

NOTE: When replacing an existing insured ***gadget*** with a new gadget the terms and conditions of the insurance policy for the new ***gadget*** will apply exactly the same as if ***you*** were purchasing a brand new policy.

Where ***you*** have multiple items ***registered*** on ***your*** policy and ***you*** wish to remove one of ***your gadgets*** from cover, ***we*** will calculate the revised premium and in respect of an annual contract ***we*** will provide ***you*** with a pro-rata refund, subject to deduction of a £10.00 administration fee and in respect of a monthly contract ***we*** will recalculate the premium, subject to a £5.00 administration fee and confirm the revised premium in writing to ***you*** in good time before ***your*** next premium collection.

Should ***you*** wish to consider covering additional ***gadget(s)***, please contact Trusted Insurances at **gadget.sales@trustedinsurances.com** quoting ***your*** existing policy number.

In the event that any of ***your*** personal details change, such as address, email or contact numbers, please ensure ***you*** contact Trusted Insurances as soon as possible in order for ***your*** details to be updated and to prevent any delays when making a claim.

Automatic Renewal of *your* Policy

If *you* have a monthly policy:

To make sure ***you*** have continuous cover under ***your*** policy ***we*** will automatically renew ***your*** policy each month, unless ***you*** advise ***us*** otherwise and ***your*** monthly premium will be collected by the method chosen by ***you*** at the time of the initial purchase.

For ***your*** convenience ***we*** will write to ***you*** annually to remind ***you*** of the cover that is in place and to ensure that it still meets ***your*** needs.

If ***we*** need to make any changes to ***your*** policy cover or to the price of ***your*** insurance, ***we*** will provide ***you*** with at least 30 days written notice of the change which will be sent to ***your*** email address provided by ***you*** at the time of purchase of the policy, or to ***your*** last known address where there is an unsuccessful email submission.

Should ***you*** be unhappy with any proposed change being made to ***your*** policy, ***you*** will have the right to cancel ***your*** cover in accordance with this policy wording.

If *you* have an annual policy:

You will be contacted at least 14 days before the annual renewal date of ***your*** policy and we will tell ***you*** then if there are any changes to ***your*** premium or the policy terms and conditions (which will only ever apply at ***your*** next renewal date). ***We*** will then renew ***your*** insurance unless ***you*** advise ***us*** otherwise.

Your renewal premium will be taken by the same method used during your initial purchase. If ***your*** payment details have changed, ***you*** can contact Trusted Insurances at

gadget.sales@trustedinsurances.com

or visit

www.trustedinsurances.com

and log into “My Account” to amend ***your*** details. ***You*** can advise Trusted Insurances about any changes to ***your*** policy details at any time by calling 0207 183 6082 (local rate call).

If ***you*** do not want to auto renew ***your*** policy, ***you*** just need to contact Trusted Insurances via the contact details provided in the renewal notice. If ***you*** do nothing then the policy will automatically renew.

COMPLAINTS

What to do if you have a complaint or feedback

It is always the intention to provide ***you*** with a first class service. However, if ***you*** are not happy with the service, or ***you*** would like to tell us about something ***we*** did well:

I have a complaint	
About the sale of insurance	**About the claims process**
Customer Relations Manager Trusted Insurances Suite 2209-2217 Eurotowers Europort Road, Gibraltar Tel 0207 183 6082 (local rate call) complaints@trustedinsurances.com	Claims Manager Taurus Insurance Services Suite 2209-2217 Eurotowers Europort Road, Gibraltar Tel: 0330 880 1741 (local rate call) claimscomplaints@trustedinsurances.com

If ***you*** are not happy with the response or ***your*** complaint has not been resolved within eight weeks ***you*** have the right to ask the Financial Ombudsman Service to review ***your*** complaint: Their contact details are:

Financial Ombudsman Service
Exchange Tower,
London EI4 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

Web address: www.financial-ombudsman.org.uk

If ***you*** wish to complain about an insurance policy purchased online ***you*** may be able to use the European Commission’s Online Dispute Resolution platform, which can be found at the following address: http://ec.europa.eu/consumers/odr.

These procedures do not affect ***your*** legal rights.

YOUR RIGHTS

Premiums and Claims

When handling premium payments from ***you*** that are due to ***us*** and when handling any claim ***you*** make, the ***Claims Administrator*** and Trusted Insurances act as ***our*** authorised agents. This means that when ***you*** pay a premium to Trusted Insurances it is deemed to have been received by ***us*** and that any valid claim ***you*** make is not deemed to have been settled by ***us*** until ***you*** have actually received a repaired or replacement item.

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.

Privacy and Data Protection

AmTrust Europe Ltd (the Insurer) and ***Taurus*** (the administrator), as Data Controllers, are committed to protecting and respecting ***your*** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which ***we*** process ***your*** personal data, for more information please visit ***our*** websites at: www.amtrusteurope.com or www.taurus.gi/privacy.

1. How we use your personal data

We 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.

2. Sensitive personal data

We 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.

3. Disclosure of your personal data

We 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, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

4. International transfers of data

We may transfer ***your*** personal data to destinations outside the European Economic Area ("EEA"). Where we transfer ***your*** personal data outside of the EEA, ***we*** will ensure that it is treated securely and in accordance with the Legislation.

5. 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 restrict the processing of ***your*** data, to ask ***us*** to provide a copy of ***your*** data to any controller and to lodge a complaint with the local data protection authority.

6. Retention

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 seven (7) 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, legal or regulatory requirements.

If ***you*** have any questions concerning ***our*** use of ***your*** personal data, please contact the relevant Data Protection Officer - please visit our websites for full address details.