



Gold Cover *Gadget Insurance*

Policy Information Document

- | | |
|---|---|
| <input checked="" type="checkbox"/> Accidental Damage | <input checked="" type="checkbox"/> Worldwide Cover |
| <input checked="" type="checkbox"/> Liquid Damage | <input checked="" type="checkbox"/> Accessory Cover |
| <input checked="" type="checkbox"/> Breakdown | <input checked="" type="checkbox"/> Theft |
| <input checked="" type="checkbox"/> Malicious Damage | <input type="checkbox"/> Loss |

Contents	2
About your insurance	3
How to look after your gadget	4
Important information	5
Policy wording	6
Introduction	7
Definitions.....	8
What we will cover	12
What we will not cover	13
Conditions and Limitations.....	16
Claims Procedures	16
How to make a claim:.....	16
Repair and Replacement Equipment.....	17
Limit of Liability.....	17
Average Clause.....	17
Fraud	17
Law	18
Policy cancellation.....	18
Cooling off Period.....	18
After the Cooling off Period.....	18
Cancellation by Us.....	19
Policy amendment and renewal.....	19
Mid-Term Adjustments.....	19
Automatic Renewal of your Policy	20
Complaints	21
Your rights	22
Premiums and Claims.....	22
Financial Services Compensation Scheme	22
Data Protection Notice	22
Consent	22
How We use Your Personal Data	22
Special Categories of Personal Data	22
Sharing Your Personal Data	22
Your Rights.....	23
Further Information.....	23

How to contact the Administrator



@ By Phone:

For sales enquiries: Please call Swipe Insurance on **0330 041 2873** (local rate call)

To make a claim: Please call the *Administrator* on **0330 041 2873** (local rate call)

Opening hours: Monday to Friday 9.00am to 5.30pm

📧 By Email:

For claims: gadget.claims@swipeinsurance.co.uk

For sales enquiries: gadget.sales@swipeinsurance.co.uk

✉ By Post:

Swipe Insurance, Suite 2209-2217, Eurotowers, Europort Road, Gibraltar.

About your insurance



This insurance is arranged and administered by:

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 number 444830.



Taurus Insurance Services Limited are also the Claims Administrator, for full details of how to make a claim please read section "Claims Procedures".

This policy is insured by Great Lakes Insurance UK Limited. Great Lakes Insurance UK Limited is a company incorporated in England and Wales with company number 13436330 and whose registered office address is 10 Fenchurch Avenue, London, United Kingdom, EC3M 5BN.

Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 955859. You can check this on the Financial Services Register by visiting; register.fca.org.uk

This policy is underwritten by ERGO TIS, registered in England and Wales, company number 11091555.

ERGO TIS is authorised and regulated by the Financial Conduct Authority, register number 805870, with registered office at 10 Fenchurch Avenue London, EC3M 5BN.

Protecting your gadgets

Important: this Gold Cover policy does not include cover for loss of *your gadget(s)* so *you* may wish to consider the Platinum Cover which does include cover for loss. 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#* into your handsets keypad.



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

For added security it is recommended *you* add a **pin code** or **password** to all *your* devices. This will ensure that *your* personal information remains private should it fall into 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.

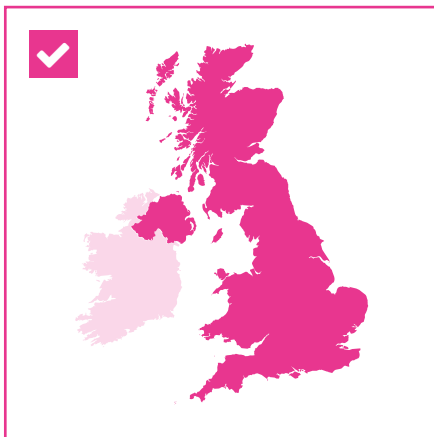


Please keep your insurance documents safe

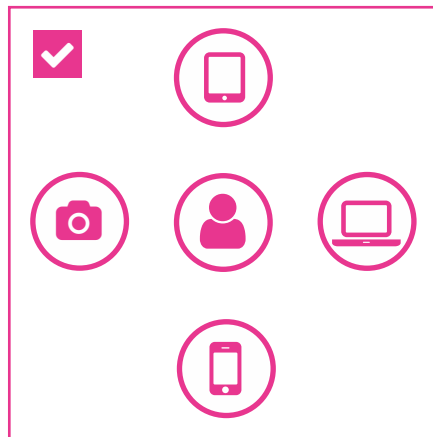
When *you* purchased this insurance policy *you* selected the plan that was most suitable for *your* needs. This document only sets out the *level of cover you* have selected. Should *you* require an alternative *level of cover* at any point, please do not hesitate to contact Swipe Insurance on 0330 041 2873 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 18

And would like to cover against:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Accidental Damage | <input checked="" type="checkbox"/> Worldwide Cover |
| <input checked="" type="checkbox"/> Liquid Damage | <input checked="" type="checkbox"/> Accessory Cover |
| <input checked="" type="checkbox"/> Breakdown | <input checked="" type="checkbox"/> Theft |
| <input checked="" type="checkbox"/> Malicious Damage | <input type="checkbox"/> 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* or *theft* occurred prior to the policy inception date, this will result in *your* claim being refused. The *Administrator* may also inform the police and take further legal action against *you*. This policy must be purchased whilst you are in the United Kingdom.

You have not been provided 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 The *Administrator* and they 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 Swipe Insurance 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 Swipe Insurance immediately.

Certificate of cover

This document, combined with *your* Schedule of Insurance, certifies that in accordance with the authorisation granted under Contract TAURUS01032021 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



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. *Your* choice is confirmed on *your* Schedule of Insurance. Please note that *your* insurance may be terminated if the *Administrator* does not receive *your* monthly or annual premium(s) when they are due. Should any premium(s) fall into arrears due to non-payment, the *Administrator* will automatically re-attempt to collect any outstanding premium(s). Where the *Administrator* has been unable to collect a monthly premium payment from *you* they will contact *you* by email after the first missed collection requesting payment of the premium. Where the *Administrator* has been unable to collect an annual premium from *you*, or where there are multiple missed monthly premiums, the *Administrator* will contact *you* by email after the missed collection requesting payment of the outstanding amount. If *your* account is not brought up to date within 7 days of this email, the *Administrator* will cancel *your* policy with immediate effect and send *you* an email confirmation of the cancellation.

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 your *gadget(s)* and *level of cover* 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 *your gadget(s)* and *level of cover* 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.

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 or any item defined as a *gadget* or not purchased at the same time *you* purchased *your gadget*.

Accidental Damage

Means the sudden unforeseen and unintentional damage to *your gadget*. This includes damage to screens and damage resulting from sudden and unforeseen liquid damage.

Administrator

Means Taurus Insurance Services Limited. Suite 2209-2217 Eurotowers, Europort Road, Gibraltar. Tel No: 0330 041 2873 (local rate call).

Email: gadget.sales@swipeinsurance.co.uk



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 operation.

Business

Means a company where *you* are a director or employee of that company.

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.

Consent

- a. *your* agreement on *your* own behalf; and,
- b. Where *you* are the legal parent or guardian of children under the age of 16 to be insured on the policy, on their behalf; and
- c. *your* warranty that, *your* spouse or partner and any other children aged 16 and above to be insured on the policy, have given their agreement; and
- d. *your* warranty that, where *you* are NOT the legal parent or guardian of children under the age of 16 to be insured on the policy but *your* spouse or partner is, that *your* spouse or partner has given his/her agreement on their behalf.

Excess

Means the initial amount *you* will be responsible for, as detailed in *your* policy wording, dependant on the *age of your policy*, in respect of each and every valid claim for each and every *gadget* being claimed for under each incident. The *excess* reduces every 30 days *your gadget* is on cover, regardless of claim, until it reaches the standard *excess* amount when *your gadget* has been on cover for over 150 days, where it will remain as long as it is *registered* on *your* schedule of insurance.

Gadget(s)

Means the *gadget(s)*, excluding accessories, identified on *your* Schedule of Insurance which belong to:

1. *you*, or
2. 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 required in the event of a claim

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) and 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 only.

If *you* are unsure as to whether *your gadget* is covered in the above list, please contact Swipe Insurance on 0330 041 2873.

Where *your gadget* is a *mobile phone*, we will only provide cover if the device has a functioning SIM registered at your address. In the event of a claim the *Administrator* 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*.

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:

- Silver (covers *you* against *breakdown* and *accidental damage*),
- Gold (covers *you* against *breakdown*, *accidental damage* and *theft*) or
- Platinum (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*.

Manufacturer Warranty

Means the period where the manufacturer will resolve any defects in materials and workmanship when *your gadget* is used normally in accordance with manufactures guidelines for a period as specified by them.

Mobile Phone

Means a telephone with access to a cellular radio system so it can be used over a wide area, without a physical connection to a network.

Proof of Purchase

Means the original printed receipt or a similar electronic record that can be sent to the *Administrator* or displayed in its original format, not handwritten, provided at the original point of sale that gives details of the *gadget(s)* purchased (including any *accessories*) and helps support proof that *you* are the legal owner of the *gadget(s)* and enables the age of the gadget(s) to be reasonably identified.

The document should include confirmation of the IMEI or serial number of the *gadget(s)*, the *purchase date*, the *purchase price*, and detail the *UKVAT* registration number of the company (or the equivalent tax if purchased overseas).

Delivery notes are not an acceptable form of *proof of purchase*.

For *Gadgets* that are Gifted to *you*.

The *Administrator* will require a signed letter from the original owner confirming that you own the gadget(s).

For the purchase of Second-Hand *gadgets*

A printed receipt or electronic record provided by a retailer or person selling the second-hand *gadgets* is not acceptable as *Proof of Purchase*. The *Administrator* will require the original *Proof of Purchase* and a signed letter from the original owner confirming that *you* own the *gadget(s)*.

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*, or other SIM enabled device, this evidence can be obtained from *your* Network provider.

Purchase Date

Means the date detailed on the original *proof of purchase*.

Purchase Price

Means the sale price detailed on the original *proof of purchase*.

Registered

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

To register *your gadget(s)* please visit www.swipeinsurance.co.uk or alternatively please contact Swipe Insurance on 0330 041 2873 or email gadget.sales@swipeinsurance.co.uk

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

Student

Means *your* spouse, partner or parents or *your* children, brothers or sisters, who permanently reside with *you* outside of term time, and who are registered on a full-time course at a university or other place of higher education within the *United Kingdom*.

Taurus Warranty

Means the period where the *Administrator* will resolve 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 accordance with manufactures guidelines. For repairs the *warranty* provided is 3 months and for a replacement the *warranty* provided is 12 months. This *warranty* will also include the costs associated with transporting the device to and from our repair centre.

The *warranty* does not cover wear and tear, damage by *computer viruses*, normal maintenance, *accidental damage* or any indirect loss.

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.

Lost property reports and reference numbers on their own will not be accepted in support of a *Theft* claim.

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

Unauthorised Usage

Means the cost of unauthorised calls, messages and downloads made from *your gadget* after it was stolen. 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.

Please note: Claims for *unauthorised usage* claims will only be accepted as part of a valid *theft* claim. *Theft* needs to be reported to the local Police authorities and *your* network provider within 24 hours of discovering the incident.

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

Unattended

Means that the *gadget(s)* are neither on *your* person or within *your* sight and/or reach.

United Kingdom (UK)

Means the countries of England, Scotland, Wales and Northern Ireland.

We, us, our

Means ERGO TIS on behalf of Great Lakes Insurance UK Limited.

Worldwide Cover

Means cover is worldwide for a maximum of 45 days any one trip. If *your* trip exceeds 45 days cover will not apply for any period after the initial 45 days, until *you* return to the *United Kingdom*.

No cover is provided for claims where *you* have travelled to a country where the Foreign, Commonwealth and Development Office (FCDO) have advised against all travel or all but essential travel. Please check the FCDO travel advice line at <https://www.gov.uk/foreign-travel-advice> or contact 0207 008 1500.

You, your, yourself

Means the person (aged 18 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 the *Administrator* in respect of *your gadget*, we will replace any *accessories* damaged or stolen at the same time as *your gadget* up to a maximum of, either the original purchase price or £100 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 warranty* period and would have been covered under this.

E-Wallet Protection

If *your gadget* is stolen, and the *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 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* 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.

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 within the UK providing that the main address of the Student is that which is detailed on *your* policy.

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.

Worldwide Cover

This insurance covers a *gadget* for use in the *United Kingdom*. Cover is extended to include use of the *gadget(s)* Worldwide for unlimited trips up to a maximum of 45 days per trip, subject to any repairs being carried out in the *United Kingdom* by *our* authorised repairers. Please note that *your* insurance will not be valid if purchased whilst *you* are outside of the *United Kingdom*.

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 peril under which the claim has been submitted.

Important note: The *excess* reduces every 30 days *your gadget* is on cover regardless of claim until it reaches the standard *excess* amount over 150 days, where it will remain for the life of the policy.

Excess Examples:

If *you* were to submit an *accidental damage* claim, 180 days after the initial policy purchase date the *excess* payable would be £50.00.

If *you* were to submit a *theft* claim within the first 30 days of *your* initial policy purchase date then the *excess* payable would be £100.00.

Incident Date After Policy Inception	Standard Excess Payable
30 days or less	£100
Over 30 days up to 60 days	£90
Over 60 days up to 90 days	£80
Over 90 days up to 120 days	£70
Over 120 days up to 150 days	£60
Over 150 days	£50

Loss exclusion

We will not pay any claim for loss of the *gadget* under this level of cover.

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 (including those to prevent unauthorised keyless entry to the vehicle) and the *gadget(s)* is concealed out of sight so that forced and violent entry into the vehicle is required. Evidence of the thief's damage to the vehicle must be provided with *your* claim;

- ☒ where the *gadget* has been stolen from any premises unless the premises are locked and all protections are in operation, resulting in damage to the premises being required to gain entry or exit. A copy of the repairer's account, or alternatively a signed letter from the accommodation provider detailing such damage, must be supplied with any claim.

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 for a *gadget* that does not meet the "Criteria" as listed within the definition of *gadget*.
3. any claim where *you* cannot provide a printed or similar electronic record that can be sent to us in its original format *proof of purchase* (along with a signed transfer of ownership letter where the *gadget* has been purchased second hand or gifted to *you*)
4. any claim for a *gadget* which was more than 4 months old at the time of the initial purchase of the policy.
5. any claim where the policy was purchased whilst *you* or *your gadget(s)* were not in the *United Kingdom*.
6. any claim where *proof of usage* cannot be provided or evidenced (applicable only where the gadget is a SIM enabled device or in respect of a laptop/tablet upon inspection).
7. any *theft* or *accidental damage* of the *gadget* left as checked in-baggage.
8. any *breakdown* of the device if the fault would not have been covered under the *manufacturer's warranty*.
9. any claim where *you* knowingly leave your *gadget* somewhere *unattended* and it is at risk of being stolen or damaged. For example – where *your gadget* is left at the side of a sports pitch whilst *you* are participating in the sport.
10. any claim where *you* have failed to take reasonable precautions to prevent *damage* or *theft*. This will include, but not limited to:
 - a. not 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*.
11. any claim where the IMEI/Serial number cannot be determined from *your gadget*.
12. any claim for a *gadget* where *your* insurance premiums are in arrears and *you* do not settle the outstanding balance.
13. any claim where the *excess* has not been paid to the *Administrator*.
14. any kind of damage whatsoever unless the damaged *gadget* is provided for repair.
15. any claim solely for components of *your gadget* that would be considered a consumable e.g. batteries
16. any *breakdown* resulting from a repair to *your* device carried out by a repairer that has not been authorised by the manufacturer or the *Administrator*.

17. any *unauthorised usage* unless associated with a valid *theft* claim.
18. any *accidental damage* or *theft* 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*.
19. any repairs or other costs for repairs carried out by anyone not authorised by *us*.
20. any claim where there is evidence that the *damage* or *theft* occurred prior to inception of the policy.
21. 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.
22. any claim for *malicious damage* which was caused by *you* or *your immediate family*.
23. Any claim resulting from an unlawful act. This will include, but not limited to:
 - a. Any unlawful act deliberately or intentionally committed by an Insured Person; or
 - b. The operation of law or the order of any court; or
 - c. Civil or criminal proceedings against anyone on whom Your Insured Journey depends.
24. the VAT element of any claim if *you* are registered for VAT.
25. any *damage* or *theft* to SIM or memory cards in isolation (unless it accompanies a valid claim for *your gadget*).
26. 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.
27. 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.
28. loss of any software or firmware failures.
29. any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation (Cyber Attack), as a means for inflicting harm, of any system, software programme malicious code, Virus or process or any other electronic system.
30. 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.
31. 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.
32. any *theft* or *accidental damage* to the *gadget* as a result of confiscation or detention by customs, other officials or authorities.
33. 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*.
34. any claim for *damage* or *theft* caused by deception.

35. any claim for *worldwide cover* where you are outside of the *United Kingdom* after the initial 45 days of a trip, until *you* return to the *United Kingdom*. No cover will be in place if the claim occurs where you have travelled to a country where the Foreign, Commonwealth and Development Office (FCDO) have advised against all travel or all but essential travel. Please check the FCDO travel advice line at <https://www.gov.uk/foreign-travel-advice> or contact 020 7008 1500.

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 *Administrator* through their online claims portal on the link below, as soon as possible but within 30 days following the discovery of the incident (or where the incident occurs outside of the *United Kingdom*, as soon as reasonably possible upon *your* return to the *United Kingdom*).

Online Claims: www.swipeinsurance.co.uk/Make-a-Claim

Telephone:

Alternatively, *you* can notify the *Administrator* on 0330 041 2873, as soon as possible but within 30 days following the discovery of the incident (or in the event of the incident occurring outside of the *United Kingdom*, as soon as reasonably possible upon *your* return to the *United Kingdom*).

Where there are exceptional circumstances causing *your* delay in reporting *your* claim and where there is no additional loss to *us*, *your* claim may still be considered.

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

- report the *theft 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 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.
- Not attempt to repair the item *yourself* or use an unauthorised repairer or this will invalidate the cover.
- Not format *your gadget(s)* in such a way that makes obtaining the last usage date impossible.
- complete and return any claim form or documents as required by the *Administrator* within a reasonable time frame of the incident date with any other requested documentation.
- Pay the *excess* as requested by the *Administrator*.
- provide details of any other contract, guarantee, warranty or insurance that may apply to the *gadget* including, but not limited to, household insurance (where appropriate a rateable proportion of the claim may be recovered direct from these Insurers).
- provide the *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 SIM enabled devices) from *your* Network that confirms the *gadget* 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 *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 a *gadget* of an identical specification or the equivalent value taking into account the age and condition of the *gadget*. Where *we* replace the *gadget(s)*, the replacements may be pre-owned, refurbished or remanufactured (not brand new). This is not a new for old insurance policy. (Gift cards or vouchers may be used as an alternative method of claims settlement at *our* full discretion).
- ✎ Where *we* send *you* a replacement or repaired *gadget*, this will only be sent to an address in the *United Kingdom*.
- ✎ *Taurus Warranty* claims for *gadget(s)* damaged in transit will only be accepted where they are reported to the *Administrator* on 0330 041 2873 within 48 hours of delivery and the packaging is retained to allow an investigation to be carried out.
- ✎ 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 *Administrator* immediately. Please call the *Administrator* 0330 041 2873 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 *Administrator* in the event of a claim under the warranty).
- ✎ If *your* existing *accessories* are not compatible with the replacement item that the *Administrator* 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:

- ✎ *Your gadget* will be repaired or replaced up to the maximum liability as shown on *your* Schedule of Insurance, the original *purchase price* or the current market value of each *gadget*, whichever is the lesser amount, but not exceeding the cost to replace the *gadget* with an identical or equivalent model.
- ✎ *Our* liability, in respect of *accessories* will be limited to the replacement cost of the *accessories*, subject to a maximum of, either the *purchase price* or £100 including VAT, whatever the lesser. This is subject to a valid claim for *theft* or *damage* of *your gadget* where the *accessories* are stolen, lost or damaged at the same time as *your gadget*.

Average Clause

Where the sum insured by *you*, as detailed in your Schedule of Insurance, is less than the *purchase price* of the *gadget(s)* the amount *you* are able to claim will be calculated as follows:

Amount of Claim = Actual Loss × (sum insured / *purchase price*)

Example:

If your *gadget* was purchased for £1000 but insured with a value of £500, 50% of its real value, *we* will only be liable to pay 50% of the claimed amount

Fraud

The contract between *You* and *Us* is based on mutual trust. However, if anyone named on *Your* Policy Schedule or anyone acting for *You* provides false information or documentation or withholds important information to obtain cover under *Your* Policy for which *You* do not qualify, or to obtain cover at a reduced premium, then:

- *Your* Policy may be void; and
- *We* may be entitled to recover from *You* the amount of any claim already paid under *Your* Policy; and
- *We* will not return any premium paid; and
- *We* will inform the Police and criminal proceedings may follow.

In addition, in the event that anyone named on *Your* Policy Schedule or anyone acting for *You*:

1. Makes a claim knowing this to be false or fraudulently exaggerated in any respect or to any degree; or
2. Makes a statement in support of a claim knowing the statement to be false in any respect; or
3. Submits a document in support of a claim knowing the document to be forged, amended or false in any respect; or
4. Makes a claim in respect of any loss or damage caused by *Your*/their wilful act, knowledge or connivance; or
5. Acts in any other manner in order to gain a financial advantage to which *You* would not otherwise be entitled;

Then *We*

- Will not pay any part of the claim; and
- Will, at *Our* option, cancel *Your* Policy; and
- Will not return any premium paid; and
- Will inform the Police and criminal proceedings may follow.

Law

The laws of the *United Kingdom* allow both parties to choose the law which will apply to this contract. However, the law which applies to this contract is the law which applies to the part of the *United Kingdom* where *Your* Home is, unless otherwise agreed by *Us* in writing. The only exception is if *Your* Home is in the Channel Islands or the Isle of Man, when the law of England and Wales will apply to this contract.

Policy cancellation



To satisfy our obligations under the GDPR a policy will only be considered as cancelled once the *Administrator* have verified the identity of the requester and confirmed either verbally or in writing that the cancellation request has been processed

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 Swipe Insurance via email at gadget.sales@swipeinsurance.co.uk or by calling 0330 041 2873. *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 Swipe Insurance. 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. There will be no refund of premium due as the premium paid will have been in respect of the cover already received.

If *you* have an annual policy:

You may cancel your insurance at any time by contacting Swipe Insurance, then cover will terminate upon receipt of *your* notice of cancellation. The *Administrator* will then calculate and refund the proportionate premium for the period that *you* have not been insured, provided *you* have not made a claim during the period of insurance. If a claim has been made during the period of insurance, or *you* intend to make a claim, no refund of premium will be due.

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* and/or the *Administrator* have reason to suspect *you* of fraud;
- ✍ Where the *Administrator* have been unable to collect an annual premium payment from *you*. In this case, the *Administrator* will contact *you* by email after the missed collection requesting payment of the premium. If the *Administrator* does not receive payment within 7 days, the *Administrator* will cancel *your* policy with immediate effect and send *you* an email confirmation of the cancellation.
- ✍ Where the *Administrator* have been unable to collect a monthly premium payment from *you*, the *Administrator* will contact *you* by email after the first missed collection requesting payment of the premium. If the *Administrator* does not receive payment by the next collection date and the next premium payment is also missed, the *Administrator* will contact *you* and then cancel *your* policy within 7 days of this notice if *your* account is not brought up to date. The *Administrator* will send *you* email confirmation of the cancellation
- ✍ Where there is significant adverse claims experience

If any of the above reasons should occur, *we* and/or the *Administrator* may write to *you* with *our* concerns and ask *you* to redress them. Where this redress does not happen, the *Administrator* 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 incident date was prior to the date *your* policy expired.

Policy amendment and renewal



Mid-Term Adjustments

Should *you* decide to replace *your gadget* with another *gadget* whilst *your* insurance is in force, *we* will consider transferring the benefit of the insurance subject to the item remaining within 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 replacement *gadget*. The *gadget* must be in good condition and full working order at the time of adding the replacement *gadget* to the policy.

Where *we* are unable to update the *gadget* on *your* current policy, *we* will allow *you* to cancel *your* current policy the *Administrator* will then calculate and refund the proportionate premium for the period that *you* have not been insured, provided *you* have not made a claim during the period of insurance. If a claim has been made during the period of insurance, or *you* intend to make a claim, no refund of premium will be due.

Please note: When replacing an existing insured *gadget* with another *gadget* the terms and conditions of the insurance policy for the replacement *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, the *Administrator* will calculate the revised premium and in respect of an annual contract

where there is a reduction in *your* premium, *we* will provide *you* with a pro-rata refund. In respect of a monthly policy *your* cover will continue for the period *you* have already paid, the *Administrator* will recalculate the premium and confirm the revised premium in writing to *you* in good time before *your* next premium collection date.

Should *you* wish to consider covering additional *gadget(s)*, please contact Swipe Insurance at gadget.sales@swipeinsurance.co.uk 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 Swipe Insurance 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 the *Administrator* otherwise and *your* monthly premium will be collected by the method chosen by *you* at the time of the initial purchase.

For *your* convenience the *Administrator* 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 the *Administrator* need to make any changes to *your* policy cover or to the price of *your* insurance, the *Administrator* 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 21 days before the annual renewal date of *your* policy, and the *Administrator* 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). The *Administrator* 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 Swipe Insurance at

gadget.sales@swipeinsurance.co.uk

or visit

www.swipeinsurance.co.uk

and log into "My Account" to amend *your* details. *You* can advise Swipe Insurance about any changes to *your* policy details at any time by calling 0330 041 2873 (local rate call).

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

Unless *you* advise the *Administrator* to the contrary the *Administrator* will automatically renew *your* policy.

If the *Administrator* are unable to collect *your* renewal premium *your* policy will lapse and the *Administrator* will advise *you* accordingly.



What to do if you have a complaint

It is always the intention to provide *you* with a first-class service. However, if *you* are not happy with the service, please use the contact details below:

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

Tel: 0330 041 2873 (local rate call)
claimscomplaints@swipeinsurance.co.uk

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:

<http://www.financial-ombudsman.org.uk>

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Telephone: 0800 023 4567 or 0300 123 9 123
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.



Premiums and Claims

When handling premium payments from *you* that are due to *us* and when handling any claim *you* make, the *Administrator* acts as *our* authorised agent. This means that when *you* pay a premium to the *Administrator* 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.

Data Protection Notice

Consent

We will only use *your* personal data when the law allows *us* to. Most commonly *we* will use *your* personal data under the following two circumstances:

1. When *you* gave explicit *consent* for *your* personal data, and that of others insured under *your* policy, to be collected and processed by *us* in accordance with this Data Protection Notice.
2. Where *we* need to perform the contract which *we* are about to enter into, or have entered into with *you*.

How We use Your Personal Data

We use *your* personal data for the purposes of providing *you* with insurance, handling claims and providing other services under *your* policy and any other related purposes (this may include underwriting decisions made via automated means). *We* also use *your* personal data to offer renewal of *your* policy, for research or statistical purposes and to provide *you* with information, products or services that *you* request from *us*. *We* will also use *your* personal data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations. *We* collect and process *your* personal data in line with the General Data Protection Regulation and all other applicable Data Protection legislation. The Data Controllers are ERGO Travel Insurance Services Ltd (ERGO TIS) and Taurus Insurance Services Limited. The Data Processor is Taurus Insurance Services Limited.

Special Categories of Personal Data

Some of the personal data *you* provide to *us* may be more sensitive in nature and is treated as a Special Category of personal data. This could be information relating to health or criminal convictions, and may be required by *us* for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for *us* to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes as set out in this notice.

Sharing Your Personal Data

We will keep any information *you* have provided to *us* confidential. However, *you* agree that we may share this information with Great Lakes Insurance UK Limited and other companies within the ERGO Group and with third parties who perform services on *our* behalf in administering *your* policy, handling claims and in providing other services under *your* policy. Please see *our* Privacy Policy for more details about how *we* will use *your* information.

For more information about how *we* will use *your* data, please go to:

www.ergotravelinsurance.co.uk/privacy-statement

We will also share *your* information if *we* are required to do so by law, if *we* are authorised to do so by you, where *we* need to share this information to prevent fraud.

We may transfer *your* personal data outside of 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 all applicable Data Protection legislation.

Your Rights

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

The above rights apply whether *we* hold *your* personal data on paper or in electronic form.

Your personal data will not be kept for longer than is necessary. In most cases this will be for a period of seven 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.

Further Information

Any queries relating to how *we* process *your* personal data or requests relating to *your* Personal Data Rights should be directed to:

Data Protection Officer, ERGO TIS, Afon House, Worthing Road, Horsham, RH12 1TL, United Kingdom

Email: dataprotectionofficer@ergo-travel.co.uk

Phone: +44 (0) 1403 788 510