



## *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
How to contact <i>us</i> .....	3
About <i>your</i> insurance .....	3
How to look after <i>your</i> gadget .....	4
Important information .....	5
Policy wording .....	6
Introduction .....	7
Definitions.....	8
What <i>we will</i> cover .....	10
What <i>we will not</i> cover .....	12
Conditions and Limitations.....	15
Claims Procedures .....	15
How to make a claim:.....	15
Repair and Replacement Equipment.....	15
Limit of Liability.....	16
Fraud .....	16
English Law .....	16
Policy cancellation.....	17
Cooling off Period.....	17
After the Cooling off Period.....	17
Cancellation by <i>Us</i> .....	17
Policy amendment and renewal.....	18
Mid-Term Adjustments.....	18
Automatic Renewal of <i>your</i> Policy .....	18
Complaints .....	19
<i>Your</i> rights .....	20
Golds and Claims .....	20
Financial Services Compensation Scheme .....	20
Privacy and Data Protection .....	20
1. How we use your personal data.....	20
2. Sensitive personal data.....	20
3. Disclosure of your personal data .....	20
4. International transfers of data .....	21
5. Your rights .....	21
6. Retention .....	21

## How to contact us



### @ By Phone:

For sales enquiries: Please call Swipe Insurance on **0330 041 2873** (local rate call)  
To make a claim: Please call the *Claims 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](mailto:gadget.claims@swipeinsurance.co.uk)  
For sales enquiries: [gadget.sales@swipeinsurance.co.uk](mailto: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 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.



You can visit the Financial Conduct Authority website, which includes a register of all regulated firms, at [register.fca.org.uk](http://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](mailto:firm.queries@fca.org.uk).

To make a claim, please call the Claims Administrators on 0330 041 2873 (local rate call) or email [gadget.claims@swipeinsurance.co.uk](mailto:gadget.claims@swipeinsurance.co.uk) 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](http://www.fca.org.uk).

### 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#** 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.



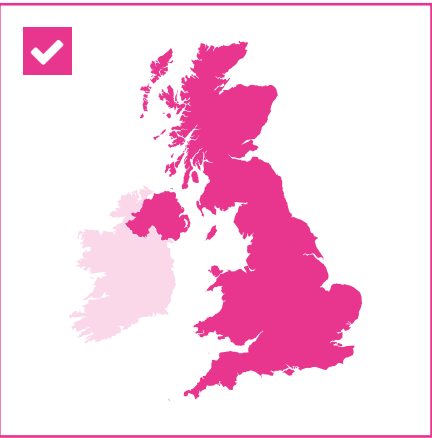


Please keep your insurance documents safe

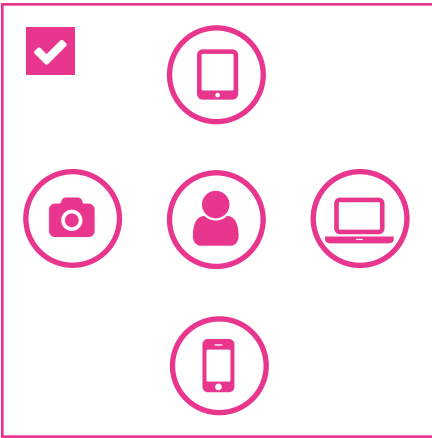
When *you* purchased this insurance policy *you* selected the plan that was most suitable for *your* needs. This document only sets out the *level of cover you* have selected. Should *you* require an alternative *level of cover* at any point, please do not hesitate to contact Swipe Insurance on 0330 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 16

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. *We* may also inform the police and take further legal action against *you*. This policy must be purchased whilst you are 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 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 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



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* purchased this insurance for a minimum Policy Term of twelve (12) months 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* premium(s) when they become due. Should any premium(s) fall into arrears due to non-payment, *we* will automatically re-attempt to collect any outstanding premium(s).

*Your* insurance starts at the time of purchase, renewal, or policy start date, whichever is later, and lasts for the minimum Policy Term as detailed in your Schedule of Insurance providing *you* pay *your* premium when it becomes due. The premium *you* pay is determined by *your* policy option and *level of cover* as specified at the time of purchasing or renewing the insurance.

When purchasing *your* insurance, *you* had the option to pay *your* policy premium as either a single upfront payment or by instalments 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, Wearable Technology or any item not purchased at the same time *you* purchased *your gadget*.

## Accidental Damage

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

## Claims Administrator

Means Taurus Insurance Services Limited, Suite 2209-2217 Eurotowers, Europort Road, Gibraltar. Tel No: 0330 041 2873 (local rate call). Email: [gadget.claims@swipeinsurance.co.uk](mailto:gadget.claims@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 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 3 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) 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 *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*.

## 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*.

## 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 and 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* 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 Swipe Insurance.

To *register your gadget(s)* please visit [www.swipeinsurance.co.uk](http://www.swipeinsurance.co.uk) and log into your account or alternatively please contact Swipe Insurance on 0330 041 2873.

To *register your gadget(s)* *you* will need the details of their make, model and serial number or IMEI for mobile phones, 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](http://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.

# What we will cover



## Accessories

In the event of a claim being agreed by *us* 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 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 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* 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.

## 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.

## 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 unlimited trips up to a maximum of 17 days per trip, subject to any repairs being carried out in the UK by *our* authorised repairers. Please note that *your* insurance will not be valid if purchased whilst *You* are outside of the UK.

## 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 peril under which the claim has been submitted.

**Important note:** For any claim where the incident occurs within the first 150 days of the initial policy inception date an additional excess is payable over and above the standard excess as detailed below. The additional excess reduces every 30 days your **gadget** is on cover regardless of claim until it reaches the standard excess amount.

#### Excess Examples:

If **you** were to submit an accidental damage claim, 180 days after the initial policy purchase date, only the standard excess would apply.

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

Incident Date After Policy Inception	Standard Excess	Additional Theft Excess	Maximum Excess Payable
30 days or less	£100	+£50	£150
Over 30 days up to 60 days	£90	+£45	£135
Over 60 days up to 90 days	£80	+£40	£120
Over 90 days up to 120 days	£70	+£35	£105
Over 120 days up to 150 days	£60	+£30	£90
Over 150 days	£50	+£25	£75

### 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 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 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](http://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 or theft. 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.
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** claim.
10. any claim for a **gadget** which was more than 3 months old at the time of the initial purchase of the policy.
11. 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**.
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* or *theft* 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* or *theft* 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 *theft* or *accidental damage* of the *gadget* left as checked in baggage.
26. any *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.



### 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.swipeinsurance.co.uk/Make-a-Claim](http://www.swipeinsurance.co.uk/Make-a-Claim)



##### Telephone:

Alternatively *you* can notify the *Claims Administrator* on 0330 041 2873 (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* 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.
-  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 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 a *gadget* of a comparable specification or the equivalent value taking into account the age and condition of the *gadget*. Where *we* replace the *gadgets*, 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 a UK address.
- ✎ **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 041 2873 (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:  $(\text{sum insured} / \text{cost of replacement}) \times \text{loss} = \text{average claim amount}$ .

## 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.

### 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](mailto: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



*You* may cancel *your* insurance at any time by contacting Swipe Insurance.

If *you* pay *your* premium by monthly instalments, *your* policy will be cancelled at the next monthly anniversary of the date *your* policy commenced. There will be no refund of premium due as the premium paid will have only been in respect of the cover already received. If a claim has been made by *you*, we will not refund any premium and *you* must still continue to pay *us* any remaining premium due within *your* minimum policy term.

If *you* paid *your* insurance premium as a single upfront payment and providing no claim has been made under the policy, *you* will receive a proportionate refund of premium based on the unused period of cover under the policy. Policy cover will cease from the date *we* receive *your* cancellation instructions or from a later date at *your* request. If a claim has been made by *you*, *we* will cancel *your* cover but not refund any premium.

### 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. If *you* paid *your* insurance premium as a single upfront payment and providing no claim has been made under the policy for the *gadget you* wish to remove, *we* will provide *you* with a pro-rata refund, subject to deduction of a £10.00 administration fee. If *you* pay *your* premium by monthly instalments, *your* policy will be amended at the next monthly anniversary of the date *your* policy commenced. There will be no refund of premium due as the premium paid will have only been in respect of the cover already received. *We* will recalculate 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 Swipe Insurance at [gadget.sales@swipeinsurance.co.uk](mailto: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

To make sure *you* have continuous cover under *your* policy *we* will automatically renew *your* policy at the end of the minimum Policy Term unless *you* advise *us* otherwise. 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.

*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](mailto:gadget.sales@swipeinsurance.co.uk)

or visit

[www.swipeinsurance.co.uk](http://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 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
<p>Customer Relations Manager Swipe Insurance Suite 2209-2217 Eurotowers Europort Road, Gibraltar</p> <p>Tel 0330 041 2873 (local rate call) <a href="mailto:complaints@swipeinsurance.co.uk">complaints@swipeinsurance.co.uk</a></p>	<p>Claims Manager Taurus Insurance Services Limited Suite 2209-2217 Eurotowers Europort Road, Gibraltar</p> <p>Tel: 0330 041 2873 (local rate call) <a href="mailto:claimskomplaints@swipeinsurance.co.uk">claimskomplaints@swipeinsurance.co.uk</a></p>

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 E14 9SR,  
England.

Tel: 020 7964 1000 (Switchboard)  
+ 44 207 964 1000 (for calls outside the UK)

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

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

020 7964 1001 (main fax)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Web address: [www.financial-ombudsman.org.uk](http://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.



### 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 Swipe Insurance act as *our* authorised agents. This means that when *you* pay a premium to Swipe Insurance 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](http://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](http://www.amtrusteurope.com) or [www.taurus.gi/privacy](http://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.