

FAMILY BUNDLE

STANDARD 150, STANDARD 100 & STANDARD 50 COVER

MOBILE & GADGET INSURANCE

Policy Information Document

Accidental Damage

Worldwide Cover

Liquid Damage

Accessories

Breakdown

★ Theft

Malicious Damage

🗶 Loss

CONTENTS



CONTENTS	2
HOW TO CONTACT US	3
ABOUT YOUR INSURANCE	3
HOW TO LOOK AFTER YOUR GADGET	4
IMPORTANT INFORMATION	5
POLICY WORDING	6
INTRODUCTION	7
DEFINITIONS	8
YOUR COVER	12
WHAT WE WILL NOT COVER	13
CONDITIONS AND LIMITATIONS	15
Claims Procedures	15
Repair and Replacement Equipment	16
Sanctions	17
Third Party Rights	17
Limit of Liability	17
Average Clause	17
Fraud	18
Information Disclosure	18
Law	18
POLICY CANCELLATION	19
Cooling off Period	19
After the Cooling off Period	19
Cancellation by us	19
POLICY AMENDMENT AND RENEWAL	20
Mid-Term Adjustments	20
Automatic Renewal of your Policy	20
COMPLAINTS	22
YOUR RIGHTS	23
Premiums and Claims	23
Financial Services Compensation Scheme	23
Data Protection Notice	23

HOW TO CONTACT US



S By Phone:

Sales Team: Please call Switched on Insurance on 0207 183 6081

Claims Team: Please call the *Claims Administrator* on 0330 880 1746

Opening hours: Monday to Friday 9.00am to 5.30pm

@ By Email:

Sales Team: gadget.sales@SwitchedOnInsurance.com

Claims Team: gadget.claims@SwitchedOnInsurance.com

☑ By Post:

Switched on Insurance, Suite 2209-2217, Eurotowers, Europort Road, Gibraltar.

ABOUT YOUR INSURANCE



Switched On Insurance is a trading name of Taurus Insurance Services who arrange and administer this insurance:

Taurus is an insurance intermediary. They are authorised and regulated in Gibraltar by the GFSC under Permission Number 5566. Taurus is also authorised by the FCA in the UK, registration number 444830.



Taurus Insurance Services Limited is 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 (GLUK). GLUK is a company incorporated in England and Wales with company number 13436330. Their registered office address is 1 Fen Court, London, United Kingdom, EC3M 5BN.

GLUK is authorised by the Prudential Regulation Authority. They are 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 Travel Insurance Servies Ltd (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 1 Fen Court, London, EC3M 5BN.

Protecting your gadget(s)

Here are some measures **you** can take to help protect or track **your gadget(s)**:

Most modern *gadgets* have inbuilt security systems, such as Apples' 'Find My' or Googles' 'Find My Device'. These are designed to help *you* locate *your* lost *gadget*. These security features help put off potential thieves by making the stealing of these *gadgets* less attractive. Where these security features are inbuilt in to *your gadget*, it is a policy requirement that these are active. This is required during *your* period of insurance and throughout any claims process.

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

Don't forget to also keep a record of **your** mobile phone's IMEI number, this is unique to **your** handset. Should the worst happen, it will allow **you** to be reunited with **your gadget**. **You** can find this by typing *#06# into **your** handset's keypad.



You can also register your gadget for FREE on https://www.immobilise.com

We recommend **you** use any biometric security features that **your gadget** has. This should be in addition to adding a pin code or password. 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 gadget** to be found. Please always contact the police and let them retrieve the **gadget**, never take the law in to **your** own hands!

Avoid using **your gadget** in public places in situations where **you** might be distracted, such as public transport. These situations make easy targets for thieves.

IMPORTANT INFORMATION



Please keep your insurance documents safe

When **you** bought this policy **you** selected the **level of cover** that was most suitable for **your** needs. Should **you** require a different **level of cover**, please do not hesitate to contact Switched on Insurance 0207 183 6081 or email gadget.sales@SwitchedOnInsurance.com 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)*. The policy meets the demands and needs of individuals who must be:



A Permanent Resident of the *United Kingdom*



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:









Worldwide Cover

Accessories

★ Theft

X Loss

<u>Please note:</u> There are some exceptions and exclusions relating to the cover provided by this policy. It is therefore important that **you** read the section headed "What **we** will not cover".

Important Information:

The **gadget(s)** must be in good condition and fully functional when the policy is purchased. If there's proof that the **gadget** was damaged, lost, or stolen before the policy start date, **your** claim will be denied. **Taurus** may also inform the Police and take further legal action against **you**. **You** must be a permanent **UK** resident to buy this insurance. **You** and the **gadget(s)** must be in the **United Kingdom** when purchasing cover.

We have not recommended whether this policy suits **your** specific needs, so **you** need to decide that on **your** own. **You** have made a reasoned decision based on the information provided. **You** 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.

If **you** need any help with **your** policy, please contact **Taurus** and they will be happy to assist **you**. **We** can also supply this policy wording in another format if required, such as Braille.

POLICY WORDING



This is **your** Policy wording. It tells **you** everything that is covered and what is not covered. It must be read in conjunction with **your** Policy Schedule. These documents make up the contract between **us** and **you**. Keep this document and **your** Policy Schedule in a safe place in case **you** need to refer to them or make a claim.

If any of the details are incorrect, please contact Switched on Insurance immediately.

Your Policy Schedule tells **you** the **registered gadget(s)** which are covered under this policy. If any of the details are incorrect, please contact Switched on Insurance immediately.

This document and **your** Policy Schedule confirm **our** agreement under Contract TAURUS01032021 to insure **you**. This agreement is in accordance with the terms and conditions detailed below. This agreement is subject to payment of the agreed premium. **We** authorise **Taurus** to sign and issue these documents on **our** behalf.

Signed on behalf of the insurer by

James Cottrell

Director of Taurus Insurance Services Limited

INTRODUCTION



This insurance policy provides insurance for *your registered gadget(s)* whilst *your* policy is in force. *Your* insured *gadgets* are listed in *your* Policy Schedule. The policy terms, conditions, and limitations are described in the wording below.

All gadgets must be in good condition and in full working order when adding them to your policy.

The number of **gadgets** that **you** can register is down to the policy option **you** purchased. See the table below for **our** bundle size options. **You** are required to have at least one **gadget registered** when **you** purchase the policy.

	3 Gadget Bundle	5 Gadget Bundle	7 Gadget Bundle	10 Gadget Bundle
Maximum Number of <i>Gadgets</i> (per policy)	3	5	7	10
Single <i>Gadget</i> claim limit	£1,500	£1,500	£1,500	£1,500
12 Month maximum total claim limit (per policy)	£2,500	£4,500	£6,000	£7,500

For annual policies, the Annual Claim Limit is the maximum **you** can claim during the cover period.

For monthly policies, the Annual Claim Limit is the maximum **you** can claim in a 12-month rolling period. This commences on the incident date of **your** first claim and annually thereafter.

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.

If *Taurus* does not receive *your* monthly or annual premium(s) *your* cover may be cancelled. Where the premium(s) have not been paid, *Taurus* will re-attempt to collect these premium(s). *Taurus* will contact *you* by email if they have been unable to collect *your* monthly premium. Should *your* annual premium collection fail *you* will be emailed to request payment of the outstanding balance. *Taurus* will also contact *you* if there are multiple monthly premiums payments outstanding. If *your* account is not bought up to date within 7 days of this email *your* policy will be cancelled.

If **you** have purchased an annual policy **your** insurance starts straight away and lasts for twelve months. When renewing a policy, cover will start from the date of renewal. **Your** premium is based on the **gadget(s)**, **level of cover** and **excess you** chose when purchasing the insurance.

When **you** purchase a monthly policy, **your** insurance starts straight away and lasts for one month. Cover will then continue each month provided **you** continue to pay **your** premiums as they become due. **Your** premium is based on the **gadget(s)**, **level of cover** and **excess you** chose when purchasing the insurance. These payments will be collected automatically each month in advance.

All premium collections will be administered by *Taurus*.

DEFINITIONS



The words and phrases defined below have the same meaning wherever they appear in *your* policy documents. These words and phrases 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. Excluding SIM cards or any			
	item defined as a gadget or not purchased at the same time as your			
	gadget.			
Accidental	•	0 , 0	get which means it cannot be	
Damage/Accidentally	used or is unsafe			
Damaged	_		entional. This includes damage to	
		_	den and unexpected damage	
Dusalalana	caused by liquid.		into made also studies also strike also su	
Breakdown	Means the failure of a gadget due to an internal electronic, electrical, or			
	mechanical defect. The failure must cause the gadget to cease working, requiring repair before it can function again.			
Business			_	
business	Means a company where you are an owner, director or employee of that company.			
Custom Built	Means a complete computer or laptop made from new components.			
	Supplied and assembled by qualified engineers at a tax registered			
	company.			
Excess	Means the amount you will be responsible for in respect of each gadget			
	being claimed for under each incident. The amount is shown on your Policy			
	Schedule, dependant on the level of excess chosen. If you make a claim			
C = d = + + C = d = + + (=)	within the first 31 days of cover your excess will be increased by £50.00.			
Gadget/Gadget(s)	Means the gadget(s), excluding accessories which belong to:			
	you, or			
	a business where you have the relevant authority to use and insure the			
	gadget(s) owned	by the business. Conf	irmation of this will be required in	
	the event of a claim.			
	For the purpose (of this policy a gadget of	can be any one of the following	
	For the purpose of this policy a gadget can be any one of the following items:			
	items.			
			PC's and Laptops (including	
	Mobile Phones	Smart Phones	custom built)	
	Video Cameras	Games Consoles	Satellite Navigation Devices	
			Wrist Worn Health and Fitness	
	E-Readers	Head/Ear Phones	Tracker	
	Camera Lenses	Bluetooth Headsets	Bluetooth Speakers	
	Tablets	Digital Cameras	Smart Watches	
	<u> </u>	5		

	If you are unsure whether your gadget is covered, please contact Switched on Insurance on 0207 183 6081 or email gadget.sales@SwitchedOnInsurance.com	
	We can only insure gadget(s) that are:	
	purchased new or refurbished from a UK VAT registered company and supplied with a proof of purchase. If purchased overseas the company must be registered for the equivalent tax.; or	
	purchased second hand or gifted to you. Provided that you have the original proof of purchase, which corresponds to criteria 1 above. You will also need a signed letter from the original owner confirming that you own the gadget(s). The original proof of purchase and letter must include the following details of your gadget(s):	
	either the IMEI or serial number (whichever is applicable); the make and model; the sale price (your purchase price);	
	confirmation that the gadget(s) were in full working order at the time of sale.	
	registered and appear on your Policy Schedule.	
	no more than 36 months old at the time of first purchasing insurance for the gadget(s).	
	We will only provide cover for SIM enabled gadgets if there is an active SIM registered at your address. Should you make a claim, you will need to evidence the gadget has been used from policy inception to the incident.	
Immediate family	Means your spouse, partner, parents, children, brothers, or sisters who live with you at the address you registered with us. All parties must be a permanent UK resident to be covered by this insurance.	
Level of Cover	Means the cover option you chose for your gadget(s) when you purchased your policy, as shown in your Policy Schedule. The options available are Standard, Premium and Ultimate.	
Malicious Damage	Means the intentional actions by someone not covered by this policy that damages your gadget. The damage must make the gadget unusable or unsafe to use.	
Manufacturer Security	Means the inbuilt security function of your gadget. For example Apple 'Find My' or Google 'Find my Device'.	
Proof of Purchase	Means the original printed receipt, or a similar electronic record, that can be sent to us. This document cannot be handwritten and must give details of the gadget(s) bought, including any accessories. The proof of purchase is required to prove that you are the legal owner the gadget(s) and confirm the age of the gadget(s).	

	The document should include confirmation of the IMEI or serial number of the gadget(s). It should also include the purchase date, the purchase price, and the UK VAT registration number of the company. If purchased overseas the company must be registered for the equivalent tax.
	For Gadget(s) that are gifted or given to you:
	We require the original purchase receipt, as detailed above. Provided along with a signed letter from the original owner confirming that you own the gadget(s).
	For the purchase of second-hand gadget(s):
	We require the original purchase receipt, as detailed above, along with evidence of resale. A receipt or electronic record from a retailer or person selling the gadget(s) to you is not sufficient.
	Delivery notes are not an acceptable form of proof of purchase.
Proof of Usage	Means evidence that shows your gadget has been in use before the event which leads to the claim. If you have a mobile phone, or other SIM enabled gadget, usage will be provided by your network provider. For other gadgets, such as laptops, this may be determined through inspection by our repairers.
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	Means the gadget(s) that you register and are stated on your current Policy Schedule. Gadget(s) not shown on your Policy Schedule at the time of loss will not be covered by this policy.
	To register your gadget(s) please visit https://www.switchedoninsurance.com .
	Alternatively please contact Switched on Insurance on 0207 183 6081 or email gadget.sales@SwitchedOnInsurance.com
	You will need details of the make, model, date of purchase and serial number or IMEL of your gadget(s).

Taurus	Means Taurus Insurance Services Limited. Suite 2209-2217 Eurotowers, Europort Road, Gibraltar. Taurus act as both policy and claim administrators.
Taurus Warranty	Means the period where Taurus will fix any material or workmanship defects.
	For repairs the Taurus warranty is 3 months and for a replacement the Taurus warranty is 12 months.
	This warranty also covers the costs associated with transporting the gadget to and from our repair centre.
	The Taurus warranty does not cover wear and tear, damage, maintenance or any loss not caused by a defect.
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.
Water-based activities	Means activities and sports that take place on or in water, for example swimming, diving, boat-rides, jet skiing.
We, Us, Our	Means ERGO TIS on behalf of Great Lakes Insurance UK Limited.
Worldwide Cover	Means cover is worldwide for a maximum of 60 days any one trip. If your trip is more than 60 days, coverage will stop after 60 days. It won't resume until you return to the United Kingdom. There is no limit to the number of trips you can make.
	No cover is provided if you travel to anywhere the Foreign Office (FCDO) have a travel warning in place. 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'. This also includes any member of your immediate family who use or own the gadget(s) covered by this policy. You must be a permanent UK resident to covered by this insurance.



Accessories

What we will cover if your gadget claim is accepted

- ✓ We will replace any accessories damaged at the same as your gadget.
- ✓ We will replace any accessories that don't work with the replacement gadget provided by Taurus.

What we will not cover

- * **Accessories** not bought at the same time as the **gadget** claimed for.
- * Accessories not attached to the gadget at the time of the incident occurring.
- Cosmetic damage to accessories. For example marring, scratching and denting.
- * Any accessory that **we** consider to be a **gadget**.

Accidental Damage

What we will cover if your claim is accepted

- ✓ We will repair or replace your gadget if it is accidentally damaged.
- ✓ We will repair or replace your gadget if it is damaged by accidental contact with any liquid.

What we will not cover

- *** Accidental damage** that is not caused by **you** or **your immediate family**.
- Liquid damage suffered whilst you are participating in water-based activities.
- Accidental damage of the gadget where it is stored anywhere out of your immediate control. This includes as checked-in baggage or in bus, coach or train luggage compartments.
- *** Accidental damage** of the **gadget** where it is stored in overhead storage on a plane.
- * Any damage unless the damaged **gadget** is provided for repair to **our** approved repairers.
- Repairs, or other costs for repairs carried, out by anyone not authorised by **us**.
- Cosmetic damage to the *gadget* that does not stop the *gadget* from working correctly. For example marring, scratching and denting.

Breakdown

What we will cover if your claim is accepted

- ✓ We will repair or replace your gadget if it suffers breakdown.
- ✓ Any costs incurred in obtaining a **breakdown** report to prove **your** claim.

What we will not cover

- * Any **breakdown** unless the **gadget** is provided for repair to **our** approved repairers.
- Repairs, or other costs for repairs carried, out by anyone not authorised by **us**.
- * Any **breakdown** that occurs within the manufactures warranty period.
- * Any **breakdown** that would not be covered under the manufactures warranty.

Breakdown caused by a repair that has not been authorised by the manufacturer or **Taurus**.

Malicious Damage

What we will cover if your claim is accepted

✓ If **your gadget** suffers **malicious damage**, **we** will repair or replace it. Where only part or parts of **your gadget** have been damaged, **we** will only replace that part or parts.

What we will not cover

- **×** *Malicious damage* caused by *you* or *your immediate family*.
- Malicious damage to your gadget not reported to the local Police within 24 hours of discovering it.
- Repairs, or other costs for repairs carried, out by anyone not authorised by **us**.

WHAT WE WILL NOT COVER



Policy excess

A policy *excess* must be paid by *you* in respect of each and every valid claim. The *excess* is payable for each *gadget* being claimed for under each incident.

Where the incident happens within the first 31 days of *your* policy purchase, an additional *excess* must be paid. This additional *excess* is detailed in the table below.

Excess examples:

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

If **you** submit a **accidental damage** claim within the first 31 days of policy purchase, then the maximum **excess** applies.

Level of Cover	Standard Excess	Additional Early Claim <i>Excess</i>	Maximum <i>Excess</i> Payable
Standard 150	£150	+£50	£200
Standard 75	£100	+£50	£150
Standard 50	£50	+£50	£100

General exclusions

We will not pay for:

- 1. any **gadget** with a **purchase price** of more than £1500.
- 2. any claim for a device which is not shown in the definition of a *gadget* above.
- 3. any claim for the theft or loss of a *gadget*.
- 4. any claim where the *gadget* has not been *registered* and therefore is not listed in *your* Policy Schedule.
- 5. any claim where **you** have committed fraud or provided dishonest or misleading information.
- 6. any claim where you are unable to give *us* complete details about the circumstances of the claim.
- 7. any claim where **you** cannot provide **proof of purchase**.
- 8. any claim for a *gadget* which was more than 36 months old at the time of first purchasing insurance for the *gadget*.
- 9. any claim where the policy was purchased whilst **you** or **your gadget(s)** were not in the **United Kingdom**.
- 10. any claim where your **gadget** is SIM enabled and **proof of usage** cannot be provided. Where the **gadget** does not use a SIM, usage will be obtained by **our** engineers.
- 11. any claim where the *excess* has not been paid to *Taurus*.
- 12. any claim where **you** are unable to provide a Police crime report in respect of a **malicious damage** claim.
- 13. any claim as a result of confiscation of detention by customs, other officials or authorities.
- 14. any claim where **you** knowingly leave **your gadget unattended** and at risk of being damaged. For example where **your gadget** is left at the side of a sports pitch whilst **you** are participating in the sport.
- 15. any claim where the *gadget* wasn't in good condition and in full working order when *you* purchased *your* policy.
- 16. any claim for *accidental damage* caused by deception.
- 17. any claim where **you** have failed to take precautions to prevent **accidental damage**. This will include, but not limited to:
 - a) not using **your gadget** in line with the manufacturer's instructions.
 - b) handing **your gadget** to a person who is not known to **you**.
- 18. any claim where the IMEI/Serial number cannot be identified from your gadget.
- 19. any claim for a *gadget* where *your* insurance premiums are in overdue and *you* do not pay the outstanding balance.
- 20. any claim that is only for parts of **your gadget** that would be considered a consumable e.g. batteries.
- 21. any claim where there is evidence that the damage happened before the policy started.
- 22. any repairs or other costs for repairs carried out by anyone not authorised by us.
- 23. 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.

24. 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 you.
- 25. any modifications that have been made from the original specifications of the *gadget*. This would include things like adding gems or precious metals.
- 26. loss of any software or firmware failures.
- 27. any costs from not being able to use the *gadget* or any loss other than the repair or replacement costs.
- 28. 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.
- 29. any claim if **you** are responsible for air, water, or soil pollution.
- 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 claim after the 60th day, if *your* trip is more than 60 days, until *you* return to the *United Kingdom*. There is no cover if *you* travel to a country where the FCDO has a travel warning in place. 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:

If an incident happens that might lead to a claim, **you** can notify **Taurus** through their online claims portal using the link below. **You** should claim as soon as possible but within 30 days following the discovery of the incident. If the incident happens outside the **United Kingdom**, as soon as reasonably possible after returning to the **United Kingdom**.

https://www.switchedoninsurance.com/make-a-claim

Alternatively, **you** can notify **Taurus** on 0330 880 1746. As soon as possible but within 30 days following the discovery of the incident. If the incident happens outside the **United Kingdom**, as soon as reasonably possible after returning to the **United Kingdom**.

In exceptional circumstances **we** may consider a delayed claim where there is no additional loss to **us**.

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

a) Report the *malicious damage* of *your gadget* to the police local to where the incident happened. This report will ideally within 24 hours of discovery. *You* are required to get a crime reference number and a copy of the police report.

- b) Provide the *proof of purchase* for the *gadget you* are claiming. Such *proof of purchase* must show that *you* own that particular *gadget*. This should include the serial number or IMEI and other identifying details where appropriate.
- c) Provide the *proof of usage* (in respect of SIM enabled *gadgets*) from *your* network provider. This must confirm that the *gadget* has been in use since policy inception and up to the time of *your* claim.
- d) Complete and return any claim form or documents required by *Taurus*. For example photo ID or proof of address.
- e) Not attempt to repair the item *yourself* or use an unauthorised repairer. To do so will invalidate the cover.
- f) Not format **your gadget(s)** in a way that makes it impossible to get the date it was last used.
- g) Pay the **excess** asked for by **Taurus**.
- h) Give details of any other contract, guarantee, warranty or insurance that may apply to the *gadget*. For example, household insurance, as part of the claim costs may be covered by these insurers.

Repair and Replacement Equipment

- a) Where **we** replace **your gadget**, **we** will replace it with a **gadget** of the same make, model and memory size. When sourcing a replacement for **your gadget**, **we** will take into account the age and condition of the **gadget**. Replacements will 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).
- b) Where **we** send **you** a replacement or repaired **gadget**, this will only be sent to an address in the **United Kingdom**.
- c) If **we** can't replace **your gadget** with the same colour or finish, an alternative colour will be provided.
- d) Where the *gadget* is replaced, this becomes *our* property and must be returned to *Taurus* immediately. Please call *Taurus* on 0330 880 1746 and they will provide details for its return.
- e) All repairs to *gadgets* are issued with a 3-month warranty. The *gadget* must be returned to *Taurus* in the event of a claim under the *Taurus warranty*.
- f) All replacement *gadgets* are issued with a 12-month warranty. The *gadget* must be returned to *Taurus* in the event of a claim under the *Taurus warranty*.
- g) We will replace any accessories that don't work with the replacement gadget provided by Taurus. You will need to supply your original proof of purchase for any accessories you are claiming for.
- h) *Taurus warranty* claims for *gadget(s)* damaged in transit will only be investigated if reported on 0330 880 1746. This report must be within 48 hours of delivery. *You* must retain the delivery packaging to allow an investigation to be carried out.

Sanctions

We won't provide any cover or be liable to provide any indemnity, payment or other benefit under this policy. This would be if this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the EU, UK, US or other country of policy issue.

Third Party Rights

No one else has any rights under this contract. No one else has any right to enforce any term of this policy. This is due to the Rights of Third Parties Act 1999. This does not affect any right or remedy of a third party that exists or is available from that Act.

Limit of Liability

The most **we** will pay for any claim is the single item limit shown on **your** Policy Schedule. This amount will not be more than the replacement cost of each **gadget** being claimed for. The claim payment will not be more than:

- o the single item limits shown; or
- o the original purchase price; or
- o the current market value of each gadget,

Whichever is the lowest amount.

The maximum **we** will pay for any claim for **accessories** is the **purchase price** or £250, whichever is less.

Average Clause

The amount **you** can claim will be reduced if **your** insured amount is less than the **purchase price** of **your gadget**. The reduction is calculated as follows:

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

Example:

If **your gadget** was purchased for £1000 but insured for £500, 50% of its value, **we** will pay 50% of the claimed amount.

Your policy could become invalid if **you** or someone acting for **you**:

- knowingly provide information to us that isn't true
- mislead us in any way to get insurance from us, obtain more favourable terms or a reduced premium

To avoid committing fraud, don't:

- knowingly provide information to *us* that isn't true
- mislead us in any way to get insurance from us, obtain more favourable terms or a reduced premium
- make a claim under the policy knowing it to be false or fraudulently exaggerated in any way
- submit a document in support of a policy or claim knowing the document to be forged or false in any way
- make a claim for loss or damage deliberately caused by you, or on your behalf without telling
- engage in any other behaviour to gain monetary benefit that **you** wouldn't normally receive

If you're found to have committed fraud, we:

- won't pay any part of the claim
- will cancel **your** policy
- won't return any premium paid
- will ask **you** to pay **us** back any claims **we** have paid from the date the fraud occurred
- may take legal action
- may pass your details to relevant agencies to prevent fraud and money laundering

Information Disclosure

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

If inconsistencies are found in the details of **your** claim, it may be declined. This would include where **you** have failed to provide details of any other insurance policy that covers **your** gadget(s).

Law

The laws of the *United Kingdom* allow both parties to choose the law which will apply to this contract. However, the law applied to this contract is the law which applies to the part of the *United Kingdom* where *Your* Home is, unless otherwise agreed by *Us*. 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



We take the security of **your** data seriously. **Your** policy will only be considered cancelled once **Taurus** has verified **your** identity. Confirmation of cancellation will then be made to **you** either verbally or in writing.

Cooling off Period

You can cancel the insurance for any reason within 14 days of receiving **your** documents. To cancel please contact Switched on Insurance at <u>gadget.sales@switchedoninsurance.com</u> or by calling 0207 183 6081. **You** will receive a full refund of any premium paid, as long as **you** haven't, and don't 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 **Taurus**. If **you** cancel after the cooling-off period, **your** cover will continue until the end of the paid period. No refund of premium will be given as the premium paid is in respect of the cover already received.

If **you** have an annual policy:

You may cancel **your** insurance at any time by contacting **Taurus**. Cover will terminate upon receipt of **your** notice of cancellation and identity verification. **Taurus** will refund the proportionate premium for the period that **you** have not been insured. If a claim has been made during the period of insurance, no refund of premium will be due.

Cancellation by us

When **your** annual policy is due for renewal, **Taurus** will provide **you** with at least 21 days notice before the renewal date by email. Where **Taurus** has been unable to collect an annual premium payment from **you**. In this case, **Taurus** will email **you** after the missed collection to request payment. If **Taurus** does not receive payment within 7 days, **your** policy will be cancelled immediately. Confirmation of this cancellation will be emailed to **you**.

If a monthly payment is missed, *Taurus* will email *you* requesting payment. Should *you* miss another payment, *Taurus* will contact *you* again. *Your* policy will be cancelled within 7 days of this notice if *your* account is not bought up to date.

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 **Taurus** have reason to suspect **you** of fraud;
- If there is significant adverse claims experience.

If **your** policy has been active, or renewed, for 7 years.

If any of the above occur, *Taurus* may write to *you* with *our* concerns and ask *you* to address them. Where this redress does not happen, *Taurus* 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 cover for a valid claim if the incident date was before *your* policy expired.

POLICY AMENDMENT AND RENEWAL



Mid-Term Adjustments

If **you** decide to replace a **registered gadget** or would like to add another **gadget**, the **gadget(s)** must be acceptable under the terms and conditions of **your** policy. Please visit www.switchedoninsurance.com and log into your account and make the change or please contact Switched on Insurance on 0207 183 6081.

NOTE: If **you** replace a **gadget**, the policy terms will apply to the new **gadget** as if buying a new policy.

Should **you** wish to change the number of **gadgets** you can cover on **your** policy, please contact **Taurus** at

gadget.sales@switchedoninsurance.com quoting your existing policy number.

If any of **your** personal details change, please contact **Taurus** to update **your** policy. This will prevent any delays should **you** need to make a claim.

There are no charges for any changes **you** make to **your** policy.

Automatic Renewal of your Policy

If you have a monthly policy:

To make sure **you** have continuous cover, **we** will automatically renew **your** policy each month. If **you** do not want **your** cover to continue, please see the cancellation terms above. **Your** premium will be collected by the method chosen by **you** at the time of purchase.

Taurus will write to *you* annually to remind *you* of the cover that is in place. Make sure *you* review *your* cover to ensure that it still meets *your* needs.

To ensure the policy offers fair value, **we** will renew **your** cover for a maximum of seven (7) years. If **your** policy is still active after 7 years, **we** will write to you to confirm that cover will cease after 30 days.

Occasionally *Taurus* will need to change *your* policy cover or premium. In this instance, they will provide *you* with at least 30 days written notice of any change. This notice will be sent to *your* email address provided by *you* at the time of purchase of the policy.

You can cancel **your** cover in accordance with this policy wording if **you** are unhappy with these changes.

If you have an annual policy:

You will be contacted at least 21 days before the annual renewal date of **your** policy. **Your** renewal notice will advise of any changes to **your** premium or the policy terms and conditions. Any changes will only apply at **your** next renewal date. **Taurus** will then renew **your** insurance unless **you** advise them 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 **Taurus** at

gadget.sales@switchedoninsurance.com

or visit

https://www.switchedoninsurance.com

and log into "My Account" to amend **your** details. **You** can advise Switched on Insurance about any changes to **your** policy details at any time by calling 0207 183 6081.

To cancel **your** renewal, contact **Taurus** via the details provided in the renewal notice. If **you** do nothing, then **your** policy will automatically renew.

If *Taurus* are unable to collect *your* renewal premium *your* policy will lapse. *Taurus* will contact *you* via email to advise *you* accordingly.

To ensure the policy offers fair value, **we** will renew **your** cover for a maximum of seven (7) years. If **your** policy is still active after 7 years, **we** will email **you** confirm that **your** policy will not renew.

COMPLAINTS



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 provided, please use the contact details below.

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

Tel 0330 880 1746 complaints@switchedoninsurance.com

If **you're** unhappy with **our** response **you** can ask the Financial Ombudsman Service (FOS) to review **your** complaint. **You** can also ask them to review **your** claim if **your** complaint has not been resolved within eight weeks. **You** have six months in which to do so. Their contact details are:

https://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

020 7964 1000 Calls using Relay UK

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

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

https://www.financial-ombudsman.org.uk/

The FOS can only deal with **your** complaint after **you** have followed **our** full complaints procedure. **Your** right to take legal action against **us** is not affected by complaining to **us** or FOS.

YOUR RIGHTS



Premiums and Claims

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

ERGO Travel Insurance Services Ltd (ERGO TIS) is the Data Controller of **your** personal data and Taurus Insurance Services Limited processes **your** personal data on behalf of ERGO TIS for the purposes of producing policy quotes and handling claims. Taurus Insurance Services Limited is also a Data Controller for other purposes as detailed in the privacy policy available here:

https://www.taurus.gi/Privacy

Great Lakes Insurance UK Limited also acts as a Data Controller of **your** personal data. For more information about how Great Lakes Insurance UK Limited uses **your** personal data and to get its contact information, please go to:

https://www.munichre.com/Great-Lakes-Insurance-UK-Information-Notice

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:

https://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: <u>dataprotectionofficer@ergo-travel.co.uk</u>

Phone: +44 (0) 1403 788 510