

# Your gadget insurance



standard cover

bronze cover

silver cover

gold cover



# **Direct Travel Insurance - TRIP GADGET INSURANCE**

This document contains the full terms and conditions of your insurance policy.

# **INTRODUCTION**

**Your** policy has been arranged by Intermediated Services Ltd with UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No.SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

Intermediated Services Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

# **TABLE OF BENEFITS**

# Standard Cover included with your travel insurance policy

Level of Cover	Number of Gadgets Covered	Maximum Replacement/Repair Value	Excess
Standard	1 gadget*	£500	£50

<sup>\*</sup>gadget must belong to the lead insured person named on the policy

# Optional Upgrade cover - valid on payment of an additional premium

Level of Cover	Number of Gadgets Covered	Maximum Replacement/Repair Value	Excess
Bronze	3 gadgets**	£1,000	£25*
Silver	5 gadgets**	£2,000	£35*
Gold	7 gadgets**	£3,000	£45*

<sup>\*</sup> excess for laptops including MacBooks, mobile phones, smart phones(including iphones) and tablets including Ipads is £50

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<sup>\*\*</sup> maximum single item limit of £1,000 for all items other than laptops including MacBooks; £2,000 for laptops including MacBooks (£1,000 on bronze)

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## DEFINITIONS

The following words shall have the meanings given below wherever they appear in bold:

#### **Accessories**

Chargers, carrying cases, headphones and hands-free mounting kits, USB cables but excluding SIM Cards.

# **Accidental Damage**

The unintentional and unforeseen failure, breakage or destruction of **Your Electronic Equipment** which results in the **Electronic Equipment** being unusable.

#### Breakdown

The failure of any electrical or mechanical component in **Your Electronic Equipment** which causes it to stop working in the way the manufacturer intended and which requires repair or replacement before the **Electronic Equipment** can be used again.

## **Commencement Date**

The date **Your** cover begins with **Us**, as detailed in **Your** validation certificate.

#### **Cosmetic Damage**

Any damage which is non-structural, including but not limited to scratches, dents and marks, which does not affect the usage of the **Electronic Equipment**.

# **Electronic Equipment**

The item or items owned by **You** and purchased new and in full working order, from a VAT registered company and for which **You** hold **Proof of Purchase**, and that is insured by **Us** as detailed in **Your** validation certificate. For the purposes of this policy, **Your Electronic Equipment** can be any one of the following items: Mobile Phone, Smart Phones including iPhones, Laptops including MacBooks, Tablets including iPads, iPod s, Digital Cameras, PC Monitors, MP3 Players, DVD Players, Games Consoles, Video Games, Camera Lenses, Bluetooth Headsets, Satellite Navigation Devices, PDAs, EReaders, In-Car Computers, Head/Ear Phones, Portable Speakers.

## **End date**

The date that all cover under **Your** policy will cease, being the date on **Your** validation certificate or the date **You** return **Home**, whichever is the soonest.

#### **Excess**

The amount You will be required to pay towards each claim You make under this policy.

## Holiday

A journey which commences when **You** leave **Your Home** for an overseas destination and ends when **You** return **Home**. This must not exceed the maximum duration for an individual trip as shown on **Your** validation certificate.

#### Home

**Your** main place of residence in the **UK**, Channel Islands or Isle of Man.

# **Immediate Family**

Your husband, wife, civil partner, partner, children or parents, who permanently live in Your Home.

#### **Period of Insurance**

The period of time between the **Commencement Date** and the **End Date** which is shown on **Your** validation certificate and that the policy will be in force for. Annual Multi Trip policies must involve an outward and return journey being completed during the maximum permitted trip duration as stated on **Your** validation certificate. If the intended trip exceeds the maximum permitted trip duration there will be no cover in whole or in part. Cover under this policy only applies when **You** are on **Your Holiday**.

#### **Proof of Purchase**

An original receipt and any other documentation required to prove **Your Electronic Equipment** was purchased from a **UK** VAT registered company and that it is owned by **You** - including the date of purchase, make, model, serial and IMEI number of **Your Electronic Equipment**, where applicable.

# Replacement Item (s), Replacement (s)

An identical item of **Electronic Equipment** of the same age and condition, or if not available, one of comparable specification or the equivalent value taking into account the age and condition of the original item of **Electronic Equipment**. **Replacement Items** will only be delivered to a **UK** address of **Your** choice. **You** will need to arrange onward shipment to **Your** destination choice.

#### Theft

The unauthorised, dishonest appropriation or attempted appropriation of the **Electronic Equipment** specified on **Your** Insurance Schedule, by another person with the intention of permanently depriving **You** of it.

## UK

England, Scotland, Wales and Northern Ireland.

# **Unattended**

Not visible to **You** and not within **Your** arms' length reach, except when concealed in a locked compartment of a vehicle. **We** will not pay any claims for property left unattended in publicly accessible places. **You** must act as though **You** are not insured.

# **Unauthorised Calls, Texts or Data Use**

Any calls, texts or data use made from **Your Electronic Equipment** after the time that it was stolen, to the time that it was blacklisted by **Your** airtime provider.

## We, Us, Our, Insurer

UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

## You, Your

The insured person, who owns the specified **Electronic Equipment** as stated on **Your** validation certificate. If **You** have not purchased the optional upgrade, **You/Your**, is defined as the lead insured person only on the policy.

# **WHAT IS COVERED**

In return for **Your** premium payment **We** will insure **Your Electronic Equipment** for the **Period of Insurance** as stated on **Your** validation certificate, subject to the terms and conditions in this document and any variations and amendments which have been confirmed in writing by **Us**. Please read **Your** policy carefully to ensure **You** understand the cover **We** are providing **You** and that **You** comply with **Our** terms and conditions.

## **BASIS OF COVER**

#### Section A) Accidental Damage

We will pay up to the amount shown in the Schedule of Benefits for the costs of repairing Your Electronic Equipment as a result of Accidental Damage. If We are unable to economically repair Your Electronic Equipment then, at Our discretion, a Replacement Item will be provided by Us.

In addition to claims excluded under the "What is Not Covered" section, **We** will not pay for **Accidental Damage** caused by:

- 1. deliberate damage or neglect of the **Electronic Equipment**;
- 2. failure on **Your** part to follow the manufacturer's instructions;
- 3. inspection, maintenance, routine servicing or cleaning.

# Section B) <u>Theft</u>

We will pay up to the amount shown in the Schedule of Benefits to replace Your Electronic Equipment with a Replacement Item if it is stolen. Where only part or parts of Your Electronic Equipment have been stolen, We will only replace for that part or parts.

In addition to claims excluded under the "What is Not Covered" section, We will not pay for Theft:

- where the **Theft** has occurred from any motor vehicle where **You** or someone acting on **Your** behalf
  is not in the vehicle, unless the **Electronic Equipment** has been concealed in a locked boot, locked
  glove compartment or other locked internal compartment and all the vehicle's windows and doors
  were closed and locked and all security systems had been activated;
- 2. from any premises, building, land or vehicle unless force, resulting in damage to the building, premises or vehicle was used to gain entry or exit;
- 3. where the Electronic Equipment has been left Unattended when it is away from Your Home;
- **4.** If **You** do not report the **Theft** of **Your Electronic Equipment** to the Police within 48 hours of discovering it and do not obtain a written police report.

# Section C) <u>Breakdown</u>

If a **Breakdown** of **Your Electronic Equipment** occurs outside of the manufacturer's guarantee or warranty period **We** will pay up to the amount shown in the Schedule of Benefits for the repair costs. If **We** are unable to economically repair **Your Electronic Equipment** then, at **Our** discretion, a **Replacement Item** will be provided by **Us**.

We will not pay for any Breakdown claims excluded under the "What is Not Covered" section.

# Section D <u>Liquid Damage</u>

**We** will pay up to the amount shown in the Schedule of Benefits to repair or provide a **Replacement Item** for **Your Electronic Equipment** if it is damaged as a result of accidentally coming into contact with any liquid.

We will not pay for any liquid damage claims excluded under the "What is Not Covered" section.

# Section E <u>Unauthorised Calls, Texts or Data Use</u>

Where **Your** item of **Electronic Equipment** is a device where **You** are charged for **Unauthorised Calls, Texts or Data Use** and it is lost or stolen, **We** will refund the cost of any calls, texts or data used after the time it was lost or stolen to the time it was blacklisted by **Your** airtime provider. This is subject to **You** providing an itemised bill. The maximum **We** will pay for any one occurrence is £100.

In addition to claims excluded under the "What is Not Covered" section, We will not pay for:

1. any **Unauthorised Calls, Texts or Data Use** where the **Theft** has not been reported to **Your** airtime provider within 12 hours of the **Theft** occurring.

## REPLACEMENT CONDITION

Where **We** are able to provide a **Replacement**, this is not on a 'new for old' basis. Cover is limited to one replacement per **Period of Insurance** per item, up to the amount specified in **Your** validation certificate. If **Your Electronic Equipment** cannot be replaced with an identical item of **Electronic Equipment** of the same age and condition, **We** will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original item of **Electronic Equipment** subject to the following depreciation scale:

10% over two years old and less than three years old 20% over three years old and less than four years old 30% over four years old and less than five years old 40% over five years old and less than six years old

# **WHAT IS NOT COVERED**

- 1. Repairs or any other costs for:
  - a. cleaning, inspection, routine servicing or maintenance;
  - **b.** Loss or damage arising from a manufacturer's defect or recall of the **Electronic Equipment**;
  - c. replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
  - d. any repairs carried out without prior authorisation from Us;
  - e. wear and tear to the **Electronic Equipment** and/or gradual deterioration of performance;
  - f. Cosmetic Damage.
- 2. Any claim if the serial number, IMEI (international mobile equipment identity) or simgate has been tampered with in any way.
- 3. Any claim made, or any event causing the need for a claim to be made, which occurred prior to the **Commencement Date** of the **Period of Insurance**.
- 4. Any claim for a mobile phone or iPhone which has not been used for its core purpose since the inception of **Your** policy, or since it was added to **Your** policy, as verified by **Your** airtime provider.
- 5. Any claim arising whilst **You** are not on **Holiday**.
- 6. Any repair or replacement if a SIM card registered to **You** was not in the insured mobile phone or **Electronic Equipment** at the time of the **Accidental Damage**, **Theft**, **Breakdown**, or liquid damage.
- 7. Any expense incurred arising from not being able to use the **Electronic Equipment**, or any costs other than the repair or replacement costs of the **Electronic Equipment**.
- 8. Accidental Damage, Theft, Breakdown or liquid damage to Accessories of any kind.
- 9. Reconnection costs or subscription fees of any kind.
- 10. Costs arising from the **Replacement** of any personalised ring tones, graphics, downloaded material or software.

- 11. Items purchased from an on-line auction site.
- 12. Any costs for loss or damage to information or data or software contained in or stored on the **Electronic Equipment** whether arising as a result of a claim paid by this insurance or otherwise.
- 13. Any other costs that arise directly or indirectly from the event which led to **Your** claim unless specifically stated in this policy.
- 14. Liability of whatsoever nature arising from ownership or use of the **Electronic Equipment**, including any illness or injury resulting from it.
- 15. Value Added Tax (VAT) where You are registered with HM Revenue & Customs for VAT.
- 16. Notwithstanding any provision to the contrary within this policy or any endorsement thereto, it is understood and agreed as follows:
  - a. This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic date from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Electronic data means facts, concepts and information converted to a form usable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'trojan horses', 'worms' and 'time or logic bombs'.

- b. However, in the event that a fire or explosion results from any of the matters described in paragraph (a) above, this policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the policy period to property insured by this policy directly caused by either of these perils.
- 17. Notwithstanding anything to the contrary contained herein this policy does not cover Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 18. Notwithstanding any provision to the contrary within this policy or any endorsement thereto, it is agreed that this policy excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a. involves violence against one or more persons; or
- b. involves damage to property; or
- c. endangers life other than that of the person committing the action; or
- d. creates a risk to health or safety of the public or a section of the public; or
- e. is designed to interfere with or to disrupt an electronic system.

This Policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

19. Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes any loss, liability, cost or expense, or any other amount incurred by or accruing to

the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:

- a. irradiation or contamination by nuclear material; or
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- c. any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.
- 20. Claims arising from damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 21. Claims for any **Electronic Equipment** used in connection with **Your** profession or trade.
- 22. Any **Electronic Equipment** more specifically insured elsewhere.
- 23. Any claims if **You** are travelling to a country where the Foreign and Commonwealth Office (FCO) have advised against all but essential travel. **You** can check the FCO travel advice at <a href="https://www.fco.gov.uk">www.fco.gov.uk</a>.
- 24. Any claims if **You** have not registered the **Electronic Equipment** with Direct Travel Insurance prior to **Your** trip.

## **POLICY CONDITIONS AND LIMITATIONS**

- 1. Cover is limited to one claim per insured peril (Sections A, B, C, D and E) during any single **Period of Insurance**. Cover is limited to one **Replacement** per **Period of Insurance** per item, up to the amount specified in **Your** validation certificate.
- 2. Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **UK** in which **Your Home** is situated.
- 3. This insurance only covers Electronic Equipment purchased in the UK, the Isle of Man and the Channel Islands. Cover includes the use of the Electronic Equipment for the period and destination shown on Your validation certificate. Any repairs or Replacements must be carried out in the UK by repairers or retailers approved by Us.
- 4. The **Electronic Equipment** must be less than 6 years old (except for laptops which must be less than 15 months old) at the **Commencement Date** of the insurance, with valid **Proof of Purchase**. All items must have been purchased new from a VAT registered company and must be in full working order at the **Commencement Date** of this policy.
- 5. You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to: take care to supply accurate and complete answers to all the questions We or Intermediated Services Ltd may ask as part of Your application for cover under the policy; to make sure that all information supplied as part of Your application for cover is true and correct and; to tell Us of any changes to the answers You have given as soon as possible. Failure to provide answers in line with the requirement of the act may mean that Your policy is invalid and that it does not operate in the event of a claim.
- 6. You must provide Us with any receipts, Proof of Purchase or documents to support Your claim as requested. All Proof of Purchase must include the make and model of the Electronic Equipment and must be in Your name. If We do not receive the documents We have requested from You or if any documents submitted by You are not acceptable to Us, it may delay Your claim or We may decline to pay Your claim.
- 7. If **Electronic Equipment** is damaged whilst in the custody of a carrier (i.e. airline, railway, shipping company, bus company, etc.), **You** must notify such carrier immediately and obtain their report.
- 8. **We** will process **Your** claim under the terms and conditions of this insurance based on the first reason notified to **Us** for the claim. Please note that it may be necessary for **Us** to contact **Your** Airtime Provider in order to validate **Your** claim.
- 9. Cover for **Your Electronic Equipment** applies to **You** as the person insured on the policy.
- 10. The benefits of this policy cannot be transferred to someone else or to any other **Electronic Equipment** without **Our** written permission.

# **HOW TO CLAIM**

You must:

- 1. Notify Trent Services (Administration) Limited, Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD or contact them on 01285 626020, as soon as possible after any incident likely to result in a claim under this insurance;
- 2. Report the **Theft** of **Your** mobile phone within 12 hours of discovery of the occurrence of the **Theft**, to **Your** airtime provider and instruct them to blacklist **Your** handset;
- 3. Report the **Theft** of **Your Electronic Equipment** to the police within 48 hours of discovery and obtain a crime reference number in relation to the **Theft** of the item.
- 4. If **We** replace **Your Electronic Equipment** the ownership of the damaged or lost item is transferred to **Us** once **You** have received the **Replacement Item We** have supplied. If the **Electronic Equipment You** have claimed for is returned or found **You** must notify **Us** and send it to **Us** if **We** ask **You** to.

Before **Your** claim can be approved, **You** must pay the **Excess**. The **Excess** for all **Electronic Equipment** is detailed on the Table of Benefits on page 1 of this document.

UK General Insurance Limited is an insurer's agent and in the matters of a claim act on behalf of the **Insurer**.

#### **CANCELLATION**

This insurance is designed to cover most circumstances but **You** should be aware that not all eventualities are insured. Please read this document carefully. If **You** find the insurance does not meet **Your** requirements, please return this policy and proof of premium to the selling agent within 14 days of receipt but before the **Holiday** departure date. Provided no claim has been made, **Your** premium will be refunded in full.

Thereafter, **You** may cancel the insurance cover at any time by informing Direct Travel Insurance Limited. However, no refund of premium will be payable.

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- 1. Fraud
- 2. Non-payment of premium
- 3. Threatening and abusive behaviour
- 4. Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

## **MAKING YOURSELF HEARD**

We realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens **We** want to hear about it so **We** can try to put things right. If **You** have cause for complaint it is important **You** know **We** are committed to providing **You** with an exceptional level of service and customer care.

# **Complaints regarding the sale of the policy:**

Please contact **Your** agent who arranged the Insurance on **Your** behalf. If **Your** complaint about the sale of **Your** policy cannot be resolved by the end of the next working day, **Your** agent will pass it to: Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ

Tel: 0345 218 2685

Email: <u>customerrelations@ukgeneral.co.uk</u>

# **Complaints regarding claims:**

Please contact: Trent Services (Administration) Limited, Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD. Tel: 01285 626020

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference **06305A**. If **Your** complaint about **Your** claim cannot be resolved by the end of the next working day, Trent-Services (Administration) Limited will pass it to:

Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ

Tel: 0345 218 2685

Email: <u>customerrelations@ukgeneral.co.uk</u>

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

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

Tel: 0300 123 9123

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

# **COMPENSATION SCHEME**

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit <a href="www.fscs.org.uk">www.fscs.org.uk</a>.

# **IMPORTANT NOTICE TO CUSTOMERS**

If **You** or anyone acting on **Your** behalf makes a false or fraudulent claim or supports a claim by way of false or fraudulent document(s), device or statement, then this policy shall be void and **You** will forfeit all rights under the policy. In these circumstances, **We** reserve the right to retain the premium **You** have paid and to recover any sums **We** have paid by way of benefit under the policy. **We** may also pass **Your** details to the police. The terms and conditions of this insurance policy do not affect **Your** statutory rights relating to faulty or mis-described goods. For further information about **Your** statutory rights, please contact **Your** local authority Trading Standards Department or the Citizens Advice Bureau.

## **DATA PROTECTION 1998**

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.



Claims enquiries **01285 626020**Sales and enquiries **0330 880 3600** 





Direct Travel Insurance is a trading name of Intermediated Services Ltd who are authorised and regulated by the Financial Conduct Authority FCA No. 501719

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