

## Optional Gadget Travel Insurance

This section of cover will only apply if **you** have paid the required additional premium and it is shown on **your** Validation Certificate.

This insurance is arranged by Supercover Insurance and underwritten by West Bay Insurance PLC. Registered in Gibraltar (Reg No. 84085). Registered Office: 846 - 848 Europort, Gibraltar.

Supercover Insurance is a trading name of Insurance Factory Ltd which is authorised and regulated by the Financial Conduct Authority (No.306164). Registered in England and Wales (No.02982445). Registered Office: 45 Westerham Road, Sevenoaks, Kent, TN13 2QB. You can check this by visiting the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register).

West Bay Insurance PLC is regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting insurance business in the UK (No. 211787).

West Bay Insurance PLC is a member of the Association of British Insurers.

All gadget claims are processed by Davies Managed Systems, Registered Company Number 3452116. Registered in England and Wales. A member of the Davies Group Ltd, Registered Company Number 06479822. Registered Address Suite 2/2, Second Floor, London Underwriting Centre, 3 Minster Court, Mincing Lane, London, EC3R 7DD.

### Introduction

In return for the payment of **your** premium **we** will provide insurance for **your** **gadgets** during the period of cover, subject to the terms, conditions, and limitations shown below or as amended in writing by **us**.

This insurance policy is designed to cover **you** for the duration of **your** trip. Unless **we** have agreed differently with **you**, English law and the decisions of English courts will govern this insurance.

### Important Information

**We** have not provided **you** with a personal recommendation as to whether this product is suitable for **your** needs so **you** must decide **yourself** whether it is or not. **You** have made a decision based on the information made available to **you**.

This policy meets the demands and needs of those who wish to insure their **gadgets** against theft, damage, breakdown and, for mobiles phones, **accidental loss** whilst on **your** trip.

## Definitions

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

**Evidence of ownership** – A document to evidence that the **gadget you** are claiming for belongs to **you**. This can be a copy of the till receipt, delivery note, gift receipt or, if the **gadget** is a mobile phone, confirmation from **your** Network Provider that the mobile phone has been used by **you**.

**Gadget** – the portable electronic item insured by this certificate, purchased by **you** in the UK, Isle of Man or the Channel Islands; that is no more than 6 years old at point of policy purchase. Items must have been purchased as new or in the case of refurbished items, purchased directly from the manufacturer, and **you** must be able to evidence ownership of **your gadget**. **Gadgets** can include: Mobile Phones, iPads, Tablets, Camera's, iPads, Laptops, Portable Gaming Consoles, iPods/MP3 Players, E-readers/ Kindles, Smart Watches, Sat Nav's, and Portable DVD Players.

**Home** – the permanent residence shown on **your** Validation Certificate.

**Immediate family** – **your** mother, father, son, daughter and spouse. **Immediate family** also includes **your** domestic partner (domestic partner is defined under this policy as someone **you** are living with in a long-term permanent relationship as if **you** are married to them).

**Precautions** – all measures that it would be reasonable to expect **you** to take in the circumstances to prevent **accidental loss**, damage or theft of **your gadgets**.

**Proof of usage** – means evidence that the **gadget** has been in use since policy inception. Where the **gadget** is a mobile phone, this information can be obtained from **your** Network Provider. For other **gadgets**, in the event of an accidental damage claim this can be verified when the **gadget** is sent to **our** repairers for inspection.

**Unattended** – not within **your** sight at all times and out of **your** arms-length reach.

**We, us, our** – West Bay Insurance PLC.

**You, your** – the person, who owns the **gadgets** as stated on the Validation Certificate.

## What we will cover

We will cover **your gadgets** worldwide, subject to the territorial limits, up to a maximum sum of £2000.

The total amount payable in aggregate in each period of cover is £2000, and the maximum value per single **gadget** that can be claimed for is £2000. If **you** have purchased an annual multi trip insurance policy, the maximum duration of any single trip is 100 days.

### A. Accidental Damage

We will arrange a repair if **your gadget** is damaged as a result of an accident or malicious damage.

If **your gadget** cannot be repaired we will replace it.

### B. Theft

If **your gadget** is stolen we will replace it. Where only part or parts of **your gadget** have been stolen, we will only replace that part or parts.

### C. Accidental Loss

If **you** lose **your gadget** we will replace it. Please note laptops are not insured for **accidental loss**.

### D. Breakdown

If **your gadget** suffers electrical breakdown which occurs outside of the manufacturers guarantee period, then we will repair it. If **your gadget** cannot be repaired, we will replace it. This cover is not available on laptops.

### E. Unauthorised Call/Data Use

If **your** mobile phone is lost or stolen and is used fraudulently, we will reimburse **you** for the costs upon receipt of **your** itemised bill, up to a maximum value of £2000. This includes calls, messages, downloads and data made / used from the time it was lost or stolen up to a maximum of 24 hours from discovery of the incident.

### F. Liquid Damage

If **your gadget** is damaged as a result of accidentally coming into contact with any liquid, we will repair it. If it cannot be repaired we will replace it.

## What we will not cover (exceptions)

**Your gadget** is not covered for:

### 1. Theft:

- from any motor vehicle where **you** or someone acting on **your** behalf is not in the vehicle, unless the **gadget** has been concealed in a locked boot, closed glove

compartment or other closed internal compartment and all the vehicle's windows and doors closed and locked and all security systems have been activated. A copy of the repairer's account for such damage, or other evidence of damage must be supplied with any claim;

- from any building or premises (including **your** holiday accommodation) unless the theft involves force in gaining entry to or exit from the building or premises, resulting in damage to the building or premises. A copy of the repairer's account for such damage, or other evidence of damage must be supplied with any claim;
- where **your gadget** was in the possession of a third party (other than a member of **your immediate family**) at the time of the event giving rise to a claim under this insurance;
- when away from **your home**, unless the **gadget** is concealed on or about **your** person when not in use;
- where the **gadget** has been left **unattended** when it is away from **your home** or holiday accommodation; or
- where all available **precautions** have not been taken.

## 2. Loss or damage caused by:

- **you** deliberately damaging or neglecting the **gadget**;
- **you** not following the manufacturer's instructions; or
- the use of non-original accessories.

## 3. Repair or other costs for:

- routine servicing, inspection, maintenance or cleaning; loss caused by a manufacturer's defect or recall of the **gadget**;
- repairs carried out that have not been pre-approved by **us**;
- **gadgets** which have previously had repairs carried out by non-manufacturer approved repairers;
- wear and tear, including but not limited to: replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials, or gradual deterioration of performance;
- cosmetic damage of any kind including scratches and dents; or
- if the serial number has been deliberately tampered with in any way.

4. Any kind of damage whatsoever unless the damaged **gadget** is provided for repair.
5. Any loss of a SIM (subscriber identity module) card.
6. Any claim for liquid damage to **your gadget/s** where the event causing the need to claim involved **you** taking **your gadgets** on a boat, other water vessel or whilst taking part in water activities.
7. 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** unless relating to unauthorised use for **your** mobile phone up to the maximum value of £2000.
8. In the event that **you** make a claim, an excess fee applies per **gadget** being claimed for, which must be paid to **us** before **your** claim can be settled. This is the first £25 of each claim for each **gadget** that was less than 3 years old at point of policy purchase, and £50 for each **gadget** that was more than 3 years old but less than 6 years old at the time of policy purchase.
9. The cost of any unauthorised calls following the theft, **accidental loss** or damage of **your** mobile phone unless the theft or loss of the mobile phone has been reported to the Service Provider within 24 hours of discovery.
10. Any claim for a **gadget** where **proof of usage** cannot be provided or evidenced.
11. **Accidental loss** where the circumstances of the loss cannot be clearly identified, i.e. where **you** are unable to confirm the time and place of the loss.
12. Loss of or damage to accessories.
13. Any claim if the **gadget** has not been used after the date the insurance has been purchased.
14. Any theft, loss or damage that occurs to **your gadget/s** whilst travelling on public transport or on an aircraft unless they are being carried in **your** hand luggage or on **your** person.
15. Any **gadget** that is more than 6 years old, or that is without valid **evidence of ownership** when the policy is started. This insurance does not cover **gadgets** purchased outside of the UK, or any **gadgets** purchased second hand.
16. Any claim for any **gadget** over the value of the maximum sum for the level of cover.
17. War Risk - Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection,

military or usurped power, or confiscation, nationalisation, requisition, destruction or of damage to property by or under the order of any government, local or public authority.

18. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
19. Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
20. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.  
For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
21. Any indirect loss or damage resulting from the event which caused the claim under this policy;
22. Liability of whatsoever nature arising from ownership or use of the **gadget**, including any illness or injury resulting from it.
23. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.

### Claim settlement

1. This policy offers replacement only and is not a replacement as new policy. If the **gadget** cannot be replaced with an identical refurbished **gadget** 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 **gadget**. Where an equivalent

refurbished item is not available, **we** will replace with new. **We** cannot guarantee to replace an item with one of the same colour.

2. Repairs will be carried out using readily available parts. Where possible **we** will use Original parts but in some cases, unbranded parts may be used. In the event that any repairs authorised by **us** under this policy invalidate **your** manufacturer's warranty, **we** will repair or replace **your gadget** for the remaining period of **your** manufacturer's warranty in line with **your** manufacturer's warranty terms and conditions.
3. In the event of a valid claim resulting in the replacement of the **gadget**, this policy will automatically cover the replacement **gadget**.

### Conditions and limitations

1. 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 United Kingdom in which **your** main residence is.
2. The **gadgets** must not be more than 6 years old, must be purchased as new, or if refurbished, purchased directly from the manufacturer, and with valid **evidence of ownership** at inception of the policy. All **evidence of ownership** must include the make, model and serial number of the **gadget** and must be in **your** name.
3. **You** must provide **us** with any receipts, documents or **evidence of ownership**, that it is reasonable for **us** to request.
4. This insurance may only be altered, varied or its conditions altered or premium changed by **us**, giving **you** 30 days' notice in writing.
5. **We** may cancel the policy by giving **you** 30 days' notice in writing. In the event of any claim **you** are responsible for the payment of any outstanding premium.
6. **You** cannot transfer the insurance to someone else or to any other **gadgets** without **our** written permission.
7. **You** must take all available precautions to prevent any loss or damage.
8. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

### Your responsibility

You must take reasonable care to:

- supply accurate and complete answers to all

the questions **we** or the administrator 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
- tell **us** of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide information that is accurate and complete answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** or the administrator as soon as possible.

## **Fraud**

**You must not act in a fraudulent way. If you or anyone acting for you:**

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- If **your** claim is in any way dishonest or exaggerated.

**We** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

## **Cancellation**

**Your** right to change **your** mind.

If **you** decide that for any reason, this Policy does not meet **your** insurance needs then please return it to Staysure within 14 days from the day of purchase or the day on which **you** receive **your**

policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

**You** may cancel the insurance cover after 14 days by writing to Staysure, Britannia House, 3-5 Rushmills Business Park, Bedford Road, Northampton, NN4 7YB, or by telephone 0333 006 8033 (if calling from outside of the UK please dial +44 1604 210 845, or by email [info@staysure.co.uk](mailto:info@staysure.co.uk), 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:

- Where **we** reasonably suspect fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions
- **You** have not taken reasonable care to provide accurate and complete answers to the questions **we** ask.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover.

Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

## **Claims procedure**

### **1. You must:**

- Telephone Davies Group Ltd, the claims handler, on 0203 794 9294 Monday to Friday 9am to 6pm. Email: [gadgetclaims@davies-group.com](mailto:gadgetclaims@davies-group.com) as soon as possible but in any event within 28 days of any incident likely to give rise to a claim under this insurance;
- report the theft or loss of any mobile phone,

within 24 hours of discovery to **your** Airtime Provider and blacklist **your** handset;

- report the theft or loss of any **gadgets** to the Police within 48 hours of discovery and obtain a Crime Reference number in support of a theft claim or a lost property reference in support of an **accidental loss** claim;
- provide **us** with details of the claim and any other contract, guarantee, warranty or insurance that may apply to the loss including but not limited to household insurance. Where appropriate a ratable proportion of the claim may be recovered direct from these Insurers.
- return **your** completed claim form and **evidence of ownership** to Davies Group Ltd within 30 days of the incident date along with any other requested information.

2. If **we** replace **your gadgets** the damaged or lost item becomes **ours**. If it is returned or found, **you** must notify **us** and send it to **us** if **we** ask **you** to.

## Warning

**We** will process **your** claim under the terms and conditions of this insurance based on the first reason notified to **us** for the claim. If **your** claim is not covered and **you** then submit a claim having changed the reason **we** consider this as fraud. Details of all such cases will be passed to appropriate agencies for action.

## Complaints

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

### Complaints regarding:

#### Sale of the Policy

Please contact Staysure who arranged this insurance on **your** behalf. **You** can get in touch by writing to:

Complaints Team  
Staysure  
Britannia House  
3-5 Rushmills Business Park  
Bedford Road  
Northampton  
NN4 7YB

Or by Telephone 03330 06 8033 (if calling from outside of the UK please dial +44 1604 210 845)  
Or by Email [info@staysure.co.uk](mailto:info@staysure.co.uk)

### Complaints regarding:

#### Claims

For complaints about the handling of any claim, please contact:

Davies Group  
PO Box 1291  
Preston  
PR2 0QJ

Tel: 0203 794 9300

Email: [gadgetcomplaints@davies-group.com](mailto:gadgetcomplaints@davies-group.com)

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 €2million 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 9 123

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

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

West Bay Insurance PLC is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet our liabilities under this policy.

Further information about the scheme is available on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to the FSCS at:

FCS  
PO Box 300  
Mitcheldean  
GL17 1DY

## How we use your information

### Introduction

**We** believe in keeping **your** information safe and secure. Full details of what data **we** collect and how **we** use it can be found in our privacy policy which you can access via [www.gadget-cover.com](http://www.gadget-cover.com) or by requesting a copy from **our** Data Protection Officer (contact details below). This section provides **you** with some basic information and explains:

- What **we** do with your information
- How **we** may check the information **you** have provided to **us** against other sources such as databases
- Who **we** share **your** information with, and
- How **we** may use **your** information.

**We** are governed by the Data Protection legislation applicable in the United Kingdom

How **we** may collect **your** information

**We** may collect details about **you** from

- Information **you** give to brokers
- Information **you** give **us** in online forms and other forms
- Other sources such as Google Earth and social media
- Third parties and other sources
- Telematics systems.

**What information we may collect about you**

**We** collect details including details about **your** health, personal circumstances, claims history, credit history, motoring history and other relevant details. **We** may collect information on **you** from databases such as the electoral roll and county court judgment records.

**How we may share your information**

In order to provide our services to **you**, **we** may share **your** information with other insurance companies, solicitors, regulators, business partners and suppliers. **We** may also have a legal obligation to provide **your** information, in certain circumstances, with regulators, police and other public bodies.

Information **you** supply may be used for the purposes of insurance administration by **us** and third parties. These third parties may share **your** information with their own agents.

**How we may use your information**

**We** may use **your** information for a number of purposes. These include:

- Providing you with **our** services
- Dealing with **your** claim
- Carrying out checks such as fraud checks and credit checks
- Providing **you** with information about **our** products and services.

**We** give details about some of these processes below.

## Providing you with details on our Products and Services

Where **you** have given **us your** consent to do so, **we** will send **you** information about products and services of **ours** and other companies in **our** Group which may be of interest to you. **We** may contact **you** by telephone, letter or email (as **you** have indicated)

**You** have a right at any time to stop **us** from contacting **you** for marketing purposes or giving **your** information to other members of the Group.

If **you** no longer wish to be contacted for marketing purposes then please contact **our** Data Protection Officer (contact details below).

## Fraud Prevention and Detection

**We** carry out fraud checks on **our** customers. **We** do this in order to prevent fraud and also to help **us** make decisions about the provision, pricing and administration of insurance.

When carrying out these checks, **we** will search against fraud detection databases.

**We** may pass details about **you** to some of these databases.

Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

## Claims History

**We** may process data relating to **your** claims history for the purposes of assessing any claim **you** may make.

The aim is to help **us** to check information provided and also to prevent fraudulent claims. When **you** tell **us** about an incident **we** will pass information relating to it to these databases.

**We** may search these databases when **you** apply for insurance, in the event of any incident or claim, or at time of renewal.

## Credit Searches and Accounting

In assessing an application for insurance or policy renewal, **we** may search files made available to **us** by credit reference agencies. They keep a record of that search.

Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

## **Transfers**

Sometimes **your** information may be transferred outside the European Economic Area by **us**, by the organisations with whom **we** share **your** information or by the servants and agents of these organisations. If **we** do this **we** will ensure that anyone to whom **we** pass it provides an adequate level of protection.

## **Your Rights as a Data Subject**

Under Data Protection Laws **you** have certain rights; these include for example, a right to understand what data **we** hold on **you** and a right to ask **us** to amend that data if it is incorrect. If **you** would like to exercise any of **your** rights please contact **our** Data Protection Officer (contact details below).

## **Data Protection Officer**

If **you** have any questions about how **we** use **your** data, or to exercise any of **your** data rights please contact **our** Data Protection Officer at:

Data Protection Officer  
Supercover Insurance  
45 Westerham Road  
Bessels Green  
Sevenoaks  
Kent  
TN13 2QB