

# Staycation UK Travel Insurance

# for trips within the United Kingdom only

For policies issued from 01/03/2021 - 30/06/2021

This policy is for residents of the United Kingdom, Channel Islands, Isle of Man or BFPO only.

Holiday Extras Cover Limits is authorised and regulated by the Financial Conduct Authority FRN828848.

tifgroup, a trading name of Travel Insurance Facilities Plc is authorised and regulated by the Financial Conduct Authority FRN306537.





# Important things to know about your policy

#### Please note:

This is a travel insurance policy and **not private medical insurance**. This means there is no cover for any medical expenses incurred in private facilities if we have confirmed that medically capable public facilities are available.

#### The Legal Information:

- The policy is a legal contract between you and us, and is subject to the exclusive jurisdiction of the courts of England and Wales.
- We will settle all claims under English law and all our correspondence with you will be in English.
- We may take over and deal with, in your name, the defence/settlement of any claim made under the policy.
- We may take proceedings in your name, but at our expense, against the responsible party to recover for our benefit the amount of any payment made under the policy.

#### The Legal Information:

- This insurance document shows details of your travel insurance policy, including the sections of cover, limits, conditions and exclusions. It also tells you what you need to do should you have to make a claim. Please take the time to read and understand it as not all policies are the same. For more information please email <a href="mailto:insurance.queries@holidayextras.com">insurance.queries@holidayextras.com</a> or call **0800 781 4086** as soon as possible or before you start your trip.
- We will only pay a proportionate amount of the claim where there is other insurance in force covering the same risk and we will ask you to provide details of such other insurance.
- We will pay for any insured event, as described in the policy, that happens during the period of insurance and for which you have paid the appropriate premium.
- Each section clearly shows what you are, and what you are not, covered for. If your circumstances do not fit those described, then there is no cover in place.
- Once the policy has been issued you must understand that no alterations and/or additions to the printed terms and conditions of your policy are valid unless made in writing by us.
- In the event of either your injury or illness during your trip, or the delay or failure of public transport services on your return journey, you are unable to return home on your original pre- booked date, cover will be automatically extended without additional premium until it is medically appropriate for you to return home, or normal transport services are resumed enabling you to return home.

#### Other Important Information:

This insurance will only be valid if, at the time you purchase the policy, everyone named on the insurance documents:

- is a resident of the United Kingdom, Channel Islands or BFPO (British Forces Posted Overseas) and has not spent more than 6 months abroad in the 12 months prior to buying this policy.
- has not already started the trip.
- is taking a trip within the United Kingdom only.
- will only be travelling within the period of insurance unless we have been asked, and agreed, to extend the policy and confirmed this in writing.
- will not be travelling against the advice of their doctor or a medical professional such as their dentist.
- is fit to travel and has told us about any existing medical conditions and will also tell us about any changes to their health that occur between the date the policy is purchased and the date the trip starts. (Please note: In both cases we must have confirmed our decision in writing).
- will not be travelling against the advice of the Foreign, Commonwealth and Development Office (FCDO), government, local authority or medical professionals.
- is not travelling for less than 2 nights on any one trip.
- who is aged 17 years or under, must always be travelling with one of the named insured adults on the insurance document.
- is not travelling for more than 21 days on any one trip when you have purchased a Multi-Trip policy.
- are aware that there is no cover under this policy if you purchased this insurance with the reasonable intention or likelihood of claiming.



#### Cancelling your policy

#### If you want to cancel your policy:

If you feel that the policy you have purchased is not to your satisfaction and provided you have not travelled and/or made a claim and you are within the 14-day cooling off period, we are happy to provide a full refund of the premium you have paid.

In the event, you wish to cancel your policy after the 14-day cooling off period and providing there has been no claims on the policy and/or you have not travelled then please see below:

Single Trip policies - If we agree to refund, then we will refund 50% of the total policy premium.

Multi Trip policies – If we agree to a refund, then we will refund 1/12th of the total premium you have paid, for each full calendar month remaining on the policy from the date of cancellation.

#### When we might cancel your policy:

We reserve the right to give 7 days' notice of cancellation of this policy, without refund, by recorded delivery to you at your last known address in the event of the following circumstances; fraud, suspected fraud, misleading information or deliberate misrepresentation, abusive behaviour to any of our staff or agents.

Should your medical situation change before you travel, and we are unable to provide cover, we will either allow you to make a claim for cancellation or, we will provide you with a refund in line with the rules mentioned above depending on the type of policy you purchased.

# How we use your personal information

Travel Insurance Facilities Plc t/as tifgroup, takes your privacy very seriously. For details of how we use the personal information we collect from you and your rights, please read our "Terms of Business & How We Use Your Personal Information" document which you were sent with your policy documents. Alternatively, you can view the information at <a href="https://www.tifgroup.co.uk/privacy/">www.tifgroup.co.uk/privacy/</a>

# How we use your personal information – Gadget Cover

#### **How We use Your Personal Data**

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

#### 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**.

#### **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 SE and other companies within the ERGO Group and with third parties who perform services on our behalf in administering your policy, handling claims and in providing other services under your policy. Please see our Privacy Policy for more details about how we will use your information.

For more information about how we will use your data, please go to www.ergotravelinsurance.co.uk/privacy-statement

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



**We** may transfer **your** personal data outside of the European Economic Area ("EEA"). Where **we** transfer **your** personal data outside of the EEA, **we** will ensure that it is treated securely and in accordance with all applicable Data Protection legislation.

#### Your Rights

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

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

**Your** personal data will not be kept for longer than is necessary. In most cases this will be for a period of seven years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

#### **Further Information**

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

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

Email: dataprotectionofficer@ergo-travel.co.uk

Phone: +44 (0) 1403 788 510

# Medical conditions existing before you bought the policy

Please note – This Staycation UK policy is NOT suitable if you or anyone insured on this policy:

- is aware that the health of a close relative who is not travelling, business associate, a travelling companion or someone you are going to stay with is likely to deteriorate and may prevent you from taking the trip;
- is not fit to travel and undertaken their planned journey;
- is travelling against medical advice or would have been advised not to travel if they had consulted their doctor;
- is travelling with the purpose of having medical treatment or consultation;
- is awaiting the outcome of any medical tests or an appointment at a medical facility for any medical investigations;
- has received a terminal prognosis.

You will be guided through the process of getting cover for your medical conditions as you proceed through the online sales process and you can find lots more useful information about this on our website:

#### www.holidayextras.co.uk/travel-insurance

Important notice regarding the health of someone not insured on this policy, but whose health may affect your decision whether to take or continue with your trip.

You will not be covered for any claims arising from the health of a travel companion, a family member, a close business colleague, or the person you were going to stay with if at the time your policy was issued you were aware they had health problems that were likely to significantly worsen during the period of insurance.



# Has your situation changed since you bought this policy

Your travel insurance policy provides cover for any sudden and unforeseen accident or illness, during your trip. When you bought this insurance you would have been asked to tell us about any existing medical conditions and your premium would have been calculated accordingly, so we need you to tell us if there has been any change in your circumstances between the date you bought the policy and the start of your trip that might mean that you have to claim on the policy. If you don't tell us, you could find that any claim is limited, or possibly turned down.

You should tell us if you have visited a medical establishment because of: a change in your health; a new diagnosis; a new course of treatment; a change in medication; or a referral from a GP to a clinic, hospital or specialist for tests.

If we feel that anything you tell us might increase the chances of a claim, we may ask you to pay an additional premium, or we might change the policy terms

If we feel that the increased risk is too great, we might tell you that we cannot cover you at all, in which case we will either allow you to make a claim for cancellation or we will refund the proportion of your premium applicable to your travel policy.

If you do have to tell us about a change in your health that has occurred since you bought your policy please give us a call on:

#### +44 (0) 800 781 4086 9am - 8pm Weekdays, 9am - 5pm Saturday & Sunday

Should your medical situation change before you travel, and we are unable to provide cover, we will either allow you to make a claim for cancellation or, we will provide you with a refund in line with the rules mentioned on page 2 'When we might cancel your policy' depending on the type of policy you purchased.

# How to make a claim when you get home

TO MAKE A CLAIM				
Please contact us as soon as possible – please keep copies of all information you send us.				
For Travel Claims (sections A1 – B6)	For Gadget Claims (section B7)			
Please visit <a href="https://www.tifgroup.co.uk/customer/claims/">www.tifgroup.co.uk/customer/claims/</a> .	Please contact: Taurus Insurance Services Limited			
You can also email claims@tifgroup.co.uk or call 0333 999 2698	You can email: holidayextras.tiga@taurus.gi			
Open 8am - 6pm Weekdays, 9am - 1pm Saturdays	or call: phone: 0330 880 1753			
You can view our frequent questions and answers at:	Open 9am-5pm Weekdays only			
www.tifgroup.co.uk/services/claims/fags				

#### Insurer information

Sections A1 – B6 of this policy are underwritten by tifgroup, a trading name of Travel Insurance Facilities Plc., and insured by URV, Branch Office of Union Reiseversicherung AG for the United Kingdom and the Republic of Ireland Registered in England & Wales. Company No. FC024381. Branch No. BR006943. Union Reiseversicherung AG is a public body corporate with limited liability. Registered Office: Maximilian Strasse 53, D-80530 Munich, Germany. Registered with Amtsgericht Munich, Germany; Registered Number: HRB 137918.

Union Reiseversicherung AG is authorised and regulated by BaFin (German Federal Financial Supervisory Authority). Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Union Reiseversicherung AG is a member of the Financial Services Compensation Scheme.

Travel Insurance Facilities Plc is authorised and regulated by the Financial Conduct Authority FRN306537.

**Section B7** of this policy is arranged and claims are administered by Taurus Insurance Services Limited (Taurus) an insurance intermediary licensed and authorised in Gibraltar by the Financial Services Commission under Permission Number 5566 and authorised by the Financial Conduct Authority in the UK under registration number 444830.

The Insurer is ERGO TIS on behalf of Great Lakes Insurance SE (GLISE) (referred to as "we/us/our" in this Travel Gadget Insurance Policy). Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: 10 Fenchurch Avenue, London, EC3M 5BN, company number SE000083. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. ERGO TIS is registered in the UK, company number 11091555. Registered office: 10 Fenchurch Avenue, London, EC3M 5BN. Authorised and regulated by the Financial Conduct Authority, register number 805870..

**We** (the Insurer) have entered into a Binding Authority Contract reference number TAURUS01032021 with **Taurus** under which **we** have authorised **Taurus** to issue these documents on **our** behalf.



# **Summary table**

The table below shows you what cover may be available under this insurance and is subject to the terms, conditions and exclusions detailed in the individual policy sections.

The amounts shown under 'We will pay up to' are the <u>maximum amounts payable</u> under each policy section <u>for each insured person</u>.

**Please note:** Some sections have individual item limits, or limits to the amount paid per period; please refer to the individual policy sections for these limits.

The **'Excess'** is the amount that will be deducted from your claim <u>for each insured person</u>.

Cover			We will pay up to	Excess
Page		Section		
8	Cancellation	A1	£2,500	£25
8	Travel Disruption	B1	£50 per 6 hours up to a maximum of £500	Nil
9	Curtailment	B2	£2,500	£25
	Medical	dical		
	- Repatriation		£50,000	£25
10	- Hospital in-patient benefit	В3	£30 per 24 hours up to a maximum of £600	Nil
	- Visitation		£5,000	£25
	- Return of body or ashes		£5,000	£25
	<ul> <li>Vehicle and/or possessions repatriation</li> </ul>		£500	£25
	Possessions			
	<ul> <li>Valuables and Electrical Items</li> </ul>	В4	£2,500	£25
11	- Other Possessions		£2,500	£25
	- Cash		£250	£25
	- Event Tickets		£250	£25
	Unexpected Events			
	- Catastrophe		£1,000	£25
12	- Beach Pollution		£50 per 24 hours up to a maximum of £250	Nil
	- Attraction Closure	B5	£100 per person up to a maximum of £600	£25
	- Vehicle Breakdown		£1,000	£25
	- Event/Booking Cancellation		£250	£25
	- Denial of boarding – Additional Accommodation		£560	Nil
	- Denial of boarding – Return Transportation		£300	£25
13	Property Damage	В6	£2,500	£25
13-17	Gadget(s)	В7	£1,500	£25



# Definitions – words with special meanings

Attraction – outings such as a theme park, water park, exhibition, concert, theatre or sporting event.

Cash – sterling currency in note or coin form.

Catastrophe – fire, flood, earthquake, storm, lightening, explosion or hurricane.

Close business colleague – someone you work with, who due to the nature of their job means their absence from work requires you to cancel or alter your trip. A senior manager or director of the business must confirm this in the event of a claim.

Co-operate – provide us with any information or documentation we may reasonably require to enable us to verify and process your claim.

Electrical item – Any item requiring power, either from the mains or from a battery but not a gadget.

Eligibility criteria – a gadget must be in good working order and in your possession when you start your trip and purchased as new in the UK, or, if purchased as refurbished, was purchased direct from the manufacturer/ network provider in the UK.

Event/booking - planned outings such as a theme park, water park, exhibition, concert, theatre or sporting event.

**Event tickets** – tickets or passes which you have purchased to gain admission or entry to, a theme park, water park, exhibition, concert, theatre or sporting event.

Excess – the amount we will deduct from any claims settlement in respect of each person making a claim.

**Excessive alcohol consumption** – drinking enough alcohol that it seriously affects your decision making or that you suffer injury or illness from either long-term alcohol abuse or one off 'binge'.

**Existing medical condition** – any medical condition which has been previously diagnosed or been investigated or treated, even if this condition is currently considered to be stable and under control.

Family member – any person who is related to you by blood, marriage, adoption, fostering or co-habitation.

Gadget(s) - please see definition on page 10.

Home – your normal places of residence in the United Kingdom.

**III/Illness** – a condition, disease, set of symptoms or sickness leading to a significant change in your health, as diagnosed and confirmed by a doctor during the period of insurance.

**In-patient** – being admitted to a public hospital for a period of 24 hours or more.

**Known event** – an existing, publicly announced or publicly broadcasted occurrence such as government directives, unusual weather conditions, road traffic accidents, passport or customs delays or a strike voted upon by union members.

Pair or set – two or more items that are complementary or purchased as one item or used or worn together.

**Precautions** – all measures that it would be reasonable to expect a person to take in the circumstances to prevent accidental loss or theft of their valuables, electrical items, other possessions, gadget(s), cash or event tickets.

**Proof of ownership** – a document to evidence that the item(s) you are claiming for belong(s) to you. This can be a copy of the till receipt, delivery note, gift receipt, bank or credit card statements, guarantees, instruction manuals or insurance valuation certificates.

Proof of purchase – an original receipt and any other documentation required to prove when the item was purchased.

Proof of withdrawal – evidence that you had withdrawn the cash from your bank, building society or credit card.

Reasonable safety precautions – wearing a seat belt in a car or similar vehicle, or a helmet on a motorcycle or similar vehicle.

Redundant – being an employee where you qualify under the provision of the Employment Rights Acts.

Repatriation – returning you to your home, a hospital, nursing home or funeral director in the United Kingdom.

Single item – any single item that is not part of a pair or set.

**Trip** – a holiday or journey for which you have made a booking, such as accommodation, that begins when you leave **home** and ends on your return to either your **home**, or a hospital/nursing home in the **United Kingdom**.

**Trip accommodation** – where you have booked and paid to stay in during your **trip**, such as campsite, bed & breakfast, Air B&B, log cabin, mobile home, hotel.

**Trip destination** – the final destination shown on your booking documents.

**Unattended** – neither on your person or within your sight and reach.

**Unexpectedly** – at the time of purchase of this insurance policy there was no reasonable chance or knowledge of a circumstance that would lead to a claim, including information publicised in mainstream media/medical outlets.

**United Kingdom** – England, Scotland, Wales, Northern Ireland or the Isle of Man.

Valid UK Driving license – visit www.gov.uk/driving-licence-categories

**Valuables** – rings, watches (excluding smart watches), necklaces, earrings, bracelets, body rings, any semi or non-precious stones or metals and costume jewellery.

We/Us/Our – Union Reiseversicherung AG, UK or ERGO TIS on behalf of Great Lakes Insurance SE (GLISE).



# Sports and Activities Covered as Standard on your policy

Abseiling (indoor/outdoor climbing

wall up to 25m)

**Animal Sanctuary** 

Assault Courses (land and water, must be supervised and with safety

equipment)
Body Boarding
Bowling

Bungee Jumping

Canoeing/Kayaking (grades 1-3)

Clay Pigeon Shooting

Cricket

Cross Country Running

Cycle Touring/Leisure Biking

Darts

Diving (up to 10 meters,

indoor/outdoor swimming pools only)

**Dry Slope Skiing** 

Fencing

Fishing (lake/river/within 12 miles

of the shore) Football (amateur)

Frisbee Golf

Go Ape (organised and with safety

equipment only)
Go Karting
Gymnastics

Hockey (amateur and not ice

hockey)

Horse Riding/Trekking/Jumping Hot Air Ballooning (passenger only)

Ice Skating Indoor Skiing Laser Tag Martial Arts Training Mountain Biking

Netball (amateur)
Paint Balling
Pedalo

Pedalo Pony Trekking Rifle Range

Rock Climbing (indoor climbing

wall)

Roller Blading/Skating

Rounders

Rowing (within 12 miles of the

shore)

Rugby (amateur)

Sailing/Yachting (within 12 miles of the shore) Segway Skate Boarding/Scooters

Surfing

Swimming (indoor/outdoor pools

only)

Tennis/Table Tennis Tough Mudder Trampolining

Tree Top Canopy Walking (organised and with safety

equipment only)
Trekking/Mountain
Walking/Hiking/Rambling

Triathlon
Tug of War
Water Polo
Zip Lining
Zorbing

**Don't worry!** If you don't see the activity/sport you are going to be taking part in listed above, we might be able to cover it for an additional premium. Please contact us to get more information.



#### Cancellation – Section A1

We will pay up to £2,500 for the costs that each insured person has paid, legally agreed to pay, and which you cannot get back from any other source, for your own personal travel and accommodation if after the date you purchased your policy you were forced to cancel your trip because one of the following unexpectedly happened before you left home which you could not have been expected to foresee or avoid:

- i. you, or anyone insured on this policy, became **ill** with an infectious disease within 14 days of your **trip** starting (including contracting Covid-19);
- ii. you, a travelling companion, a **family member**, a **close business colleague**, or the person you were going to stay with became **ill** (excluding contracting Covid-19), was injured or died;
- iii. your home was burgled, or seriously damaged by fire, storm or flood;
- iv. you, or a travelling companion were called for jury service or required as a witness in a court of law;
- v. you, or a travelling companion were made **redundant**;
- vi. you, or a travelling companion have leave withdrawn and are in the armed forces (including reserves and territorial), emergency services, medical or nursing professions (in the public sector) or senior employees of the government;
- vii. you, or a travelling companion are unable to travel due to a pet cat or dog needing emergency treatment in the 7 days before your **trip** starts.

#### What is not covered:

- Any claim where you have not paid the excess or accept that it will be deducted from any settlement;
- Any claim where you are unable to provide evidence from a medical professional confirming your illness or infectious disease;
- You cancelled your **trip** because:
  - o you chose or were recommended to quarantine or isolate as a result of exposure to an infectious disease including Covid-19;
  - o you could no longer afford to pay for the **trip**, or simply did not want to travel or had a fear of travelling;
  - of a known event:
  - o of an existing medical condition which you have not told us about;
  - o of the fear of an epidemic, pandemic, infection or allergic reaction;
  - o you, or a travelling companion are the defendant in a court of law;
  - of any epidemic, or pandemic as declared by the World Health Organisation (WHO);
  - of FCDO, government or local authority advice relating to any infectious disease including Covid-19;
  - of your tour operator no longer being able to provide their service.
- You not obtaining authority to take leave or your leave was cancelled on disciplinary grounds;
- Losses that are insured or guaranteed by any other existing protection, specifically Package Travel Regulations, Air Passenger Rights, ATOL (including Civil Aviation Authority requirements), or ABTA protection, or from your credit card provider under s75 Consumer Credit Act, or any other specific legislation for transport or travel providers;
- Any costs already accepted or offered by your transport and/or accommodation provider, even if this is a credit note or alternative travel arrangements;
- Any claim where you are unable to provide us with written confirmation from the veterinarian confirming the reason your pet needed emergency treatment;
- Any claim where you are unable to prove your financial loss.
- Any claim where you purchased this insurance with the reasonable intention or likelihood of claiming.
- Any claim where you do not **co-operate** with **us**.

# **Travel Disruption – Section B1**

We will pay you £50 for each 6 hour period that your arrival at your trip destination is delayed up to a maximum of £500.

- Any claim where your arrival was delayed due to a known event;
- Any claim where you cannot provide us with written confirmation confirming the reason form and the length of the delayed;
- Any claim where you do not co-operate with us.



#### Curtailment – Section B2

We will pay up to £2,500 for any unused accommodation costs, unused excursions, unused kennel/cattery fees that each person has paid and cannot get back from any other source and/or additional travel and accommodation costs to enable you to return home if you had to cut short your trip because any of the following unexpectedly happened after your left home which you could not have been expected to foresee or avoid:

- i. you, or anyone insured on this policy, became ill with an infectious disease during your trip (including contracting Covid-19);
- ii. you, a travelling companion, a **family member**, a **close business colleague**, or the person you were going to stay with became **ill** (excluding contracting Covid-19), was injured or died;
- iii. your **home** was burgled, or seriously damaged by fire, storm or flood;
- iv. your pre-booked accommodation was damaged by a catastrophe, and alternative accommodation was not provided;
- v. you, or a travelling companion were called for jury service or required as a witness in a court of law;
- vi. you, or a travelling companion were made **redundant**;
- vii. you, or a travelling companion have leave withdrawn and are in the armed forces (including reserves and territorial), emergency services, medical or nursing professions (in the public sector) or senior employees of the government;
- viii. you, or a travelling companion needed to return home early due to a pet cat or dog needing emergency treatment.

- Any claim where you have not paid the excess or accept that it will be deducted from any settlement;
- Any claim as a result of any epidemic, or pandemic as declared by the World Health Organisation (WHO);
- Any claim due to FCDO, government or local authority advice relating to any infectious disease;
- Any claim where you are unable to provide us with the information we may reasonably require to confirm the reason you curtailed your trip;
- Any claim where you ask us to pay for the cost of your original return ticket when we have paid for a new ticket or arranged your medical repatriation;
- Any claim where you curtailed your **trip** because:
  - o you could no longer afford to pay for the trip, or simply did not want to travel anymore or had a fear of travelling;
  - of a known event;
  - o of an existing medical condition which you have not told us about;
  - o of the fear of an epidemic, pandemic, infection or allergic reaction;
  - o you were under the influence of non-prescribed drugs, solvents or anything relating to your prior abuse of drugs or solvents;
  - o **excessive alcohol consumption** was a contributory factor;
  - o of a normal pregnancy or childbirth where you were more than 29 weeks pregnant at the start of your trip;
  - o you were driving or riding a motorised vehicle and you did not hold a valid UK driving licence;
  - o you knowingly put yourself at risk unless you were trying to save your or someone else's life;
  - you failed to take reasonable safety precautions;
  - o you were taking part in an additional sports activity and had not paid the relevant additional premium;
  - o you, or a travelling companion were involved in unlawful action;
  - o of your tour operator no longer being able to provide their service.
- Any claim where your leave orders were withdrawn on disciplinary grounds;
- Any claim where you, or a travelling companion are a defendant in a court of law;
- Losses that are insured or guaranteed by any other existing protection, specifically Package Travel Regulations, Air Passenger Rights, ATOL (including Civil Aviation Authority requirements), or ABTA protection, or from your credit card provider under s75 Consumer Credit Act, or any other specific legislation for transport or travel providers;
- Any costs already accepted or offered by your transport and/or accommodation provider, even if this is a credit note or alternative travel arrangements;
- Any claim where you are unable to provide **us** with written confirmation from the veterinarian confirming the reason your pet needed emergency treatment;
- Any claim where you are unable to prove your financial loss.
- Any claim where you purchased this insurance with the reasonable intention or likelihood of claiming.
- Any claim where you do not co-operate with us.



### Medical - Section B3

This is a travel insurance policy and not private medical insurance.

We will pay up to £50,000 for necessary emergency medical repatriation, which has been approved by tifgroup-assistance, to your home on approved discharge from hospital.

We will pay you £30 for each 24 hours that you are hospitalised as an in-patient or confined to your trip accommodation or medical advice during your trip up to a maximum of £600.

We will pay up to £5,000 for reasonable transport and accommodation costs to enable 1 person to visit/remain near you if you are hospitalised as an in-patient during your trip.

We will pay up to £5,000 for the cost of transporting your body or ashes (excluding funeral and interment costs) to your home or a funeral directors near to your home.

We will pay up to £500 for the cost of returning your vehicle and/or possessions to your home, if during your trip you are hospitalised and there is no other qualified driver with you at the time you are repatriated or discharged from hospital.

- Any claim where you have not paid the excess or accept that it will be deducted from any settlement;
- Any claim for treatment due to, or a complication of, an existing medical condition which you have not told us about and we have not
  agreed in writing to cover;
- Any claim where you went against FCDO, government, local authority or medical advice relating to any infectious disease including Covid-19.
- Any claim where the risk associated with bringing you home is greater than the risk of you remining in resort.
- Any claim where you return **home** would present unnecessary risk to other travellers.
- Any claim for elective or pre-arranged treatment or for any non-emergency tests or treatment;
- Costs for any private medical treatment;
- Any claim where you cannot provide us with the receipts for any additional expenditure;
- Any claim where you were under the influence of non-prescribed drugs, solvents or anything related to your prior abuse of drugs or solvents;
- Any claim where excessive alcohol consumption was a contributory factor;
- Any claim where you were driving or riding a motorised vehicle and you did not hold a valid UK driving licence;
- Any claim where you knowingly put yourself at risk unless you were trying to save your or someone else's life;
- Any claim where you failed to take reasonable safety precautions;
- Any claim where you were taking part in an additional sports activity and had not paid the relevant additional premium;
- Any claim where you do not co-operate with us.



#### Possessions – Section B4

We will pay up to £2,500 if your valuables or electrical items are lost, stolen or accidentally damaged during your trip, however the most we will pay for any single item, pair or set is £500.

We will pay up to £2,500 in total if your other possessions are lost, stolen or accidentally damaged during your trip, however the most we will pay for any single item, pair or set is £500.

We will pay up to £250 if your cash is lost or stolen during your trip.

We will pay up to £250 if your event tickets are lost or stolen during your trip and which cannot be recovered from any other source.

- Any claim where you have not paid the excess or accept that it will be deducted from any settlement;
- Any claim where you did not notify the loss or theft to the police or accommodation representative and obtain a local independent written report during your **trip**;
- Any claim where you are unable to provide proof of ownership, proof of purchase or proof of withdrawal;
- Any claim where you did not take all available **precautions**;
- Any claim for items that have been damaged by age or wear and tear;
- Any claim for valuables, electrical items, other possessions, cash or event tickets that were left unattended unless there were locked in
  a safe or safety deposit box, or left out of sight in your locked accommodation or motor vehicle and you cannot provide evidence of
  unauthorised and/or forcible entry;
- Any claim where you do not co-operate with us.



# **Unexpected Events – Section B5**

We will pay up to £1,000 for additional travel and accommodation costs, within 30 miles of your trip destination, if your pre-booked trip accommodation suffers a catastrophe.

We will pay you £50 for each 24 hours that the beaches at your trip destination are closed and unfit to use due to pollution up to a maximum of £250

We will pay up to £100 per person, up to a maximum of £600, if an attraction you were due to visit during your trip is closed and you are unable to use you pre-paid tickets and which cannot be recovered from any other source.

We will pay up to £500 for the reimbursement of emergency call-out fees and labour charges including recovery to the nearest garage which are not covered by any other policy i.e. vehicle breakdown policy.

We will pay up to £500 for extra travel and accommodation costs that you had to pay for during your trip whilst your vehicle was being repaired which are not covered by any other policy i.e. vehicle breakdown policy.

We will pay up to £250 if an event/booking you were due to attend during your trip was cancelled and you were unable to attend which cannot be recovered from any other source.

We will pay you £40 for additional accommodation (of a standard no greater than your original booking) for each full 24-hour period that you are unable to return home up to a maximum of £560.

We will pay up to £300 towards the cost of return transportation to your home (of a standard no greater than the class of journey and in the same mode of transport you paid for on your outward journey) at the earliest possible date based on medical or local authority advice.

- Any claim where you have not paid the excess or accept that it will be deducted from any settlement;
- · Any claim where your transport provider has made arrangements to revalidate your original ticket but you choose not to accept it.
- Any claim where you choose not to undertake your return journey.
- Any claim where you were not denied boarding by your transport provider.
- Any claim where you ask us to pay for travel to anywhere other than your home.
- Any claim for costs relating to food and drink.
- Losses that are insured or guaranteed by any other existing protection, specifically Package Travel Regulations, Air Passenger Rights, ATOL (including Civil Aviation Authority requirements), or ABTA protection, or from your credit card provider under s75 Consumer Credit Act, or any other specific legislation for transport or travel providers;
- Any costs already accepted or offered by your transport and/or accommodation provider, even if this is a credit note or alternative travel arrangements;
- Any claim where you cannot provide us with a written report from the transport provider confirming the refusal of boarding.
- Any claim where you cannot provide written confirmation that the beaches were closed and unfit to use and there was no prior
  indication of this at the time of booking.
- Any claim where you cannot provide us with written evidence from your accommodation provider of the necessity to make alternative travel and accommodation arrangements.
- Any claim where you cannot provide us with the necessary documentation we may need to access your claim.
- Any claim that is due to lack of fuel, wrong fuel, oil, water or frost damage.
- Any claim where the vehicle or driver is not licenced to be on the road.
- Any claim for costs associated with you attempting to return prior to the recommended return date following your initial refusal of boarding.
- Any claim for costs of any travel companion other than;
  - o your children who are under 18 years of age, or
  - a legal dependant who is unable to travel without you,
     who is insured on this policy and where there is no responsible adult to supervise them, until you are able to return to your home.
- Any claim for the cost of any repairs or charges due to the result of an accident.
- Any claim where you do not co-operate with us.



# **Property Damage – Section B6**

We will pay up to £2,500 for costs incurred due to an event occurring during your trip that you are legally liable to pay that related to an incident caused directly or indirectly by you and that results in loss of, or damage to, your trip accommodation which does not belong to you, a travelling companion, or any member of your family.

Please note: You should never admit responsibility to anyone or agree to pay for any damage, repair costs or compensation.

#### What is not covered:

- Any claim where you have not paid the excess or accept that it will be deducted from any settlement;
- Any claim for loss of, or damage to, your **trip accommodation** that was caused by:
  - o your own employment, profession or business or anyone who is under a contract of service with you;
  - o your ownership, care, custody or control of any animal;
  - any mechanically propelled vehicle, trailers, aircraft, motorised vehicles, motorised waterborne craft or sailing vessel, firearms or incendiary devices;
  - o any deliberate or reckless act or omission by you, a travelling companion or a member of your family.
- Any claim where an indemnity if provided under any other insurance or where it falls on you by agreement and would not have done if such agreement did not exist i.e. rental disclaimer;
- Any claim where you do not co-operate with us.

**Gadget – Section B7 –** This section is arranged and administered by Taurus Insurance Services Limited and underwritten and insured by ERGO TIS on behalf of Great Lakes Insurance SE (GLISE) (referred to as 'we/us/our' in this gadget section).

Cover for you and your immediate family	We will pay up to	Excess	
Standard Cover			
Accidental Damage, Theft, Malicious Damage and Loss	£1,500	£25	
Single item/pair/set	£750	£25	
Unauthorised usage	£1,000	Nil	

#### INTRODUCTION

Gadget Insurance provides cover for your gadget(s) against theft, loss, accidental damage, malicious damage and unauthorised usage when you are on a trip. The gadget(s) must be in good condition and full working order at the commencement of your trip.

#### TERMS AND CONDITIONS

This insurance is arranged, and claims administered by Taurus Insurance Services Limited (claims administrator) an insurance intermediary licenced and authorised in Gibraltar by the Financial Services Commission under Permission Number 5566 and authorised by the Financial Conduct Authority in the **UK** under registration number 444830.

The Insurer is ERGO TIS on behalf of Great Lakes Insurance SE (GLISE) (referred to as "we/us/our" in this Travel Gadget Insurance Policy). Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: 10 Fenchurch Avenue, London, EC3M 5BN, company number SE000083. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. ERGO TIS is registered in the UK, company number 11091555. Registered office: 10 Fenchurch Avenue, London, EC3M 5BN. Authorised and regulated by the Financial Conduct Authority, register number 805870.

**We** (the Insurer) have entered into a Binding Authority Contract reference number TAURUS01032021 with **Taurus** under which **we** have authorised **Taurus** to issue these documents on **our** behalf.

#### CONFIRMATION OF COVER

When you purchased your travel gadget Insurance you selected the level of cover suitable for you. Your level of cover will be confirmed in your policy schedule. Please ensure you keep your policy schedule in a safe place.

#### **DEFINITIONS**

The words and phrases defined below are specific to this cover and have the same meaning wherever they appear in **bold** in this travel gadget insurance section of cover.

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

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



Claims Administrator - Taurus Insurance Services Limited. Suite 2209-2217 Eurotowers, Europort Road, Gibraltar.

Computer Virus – Means a self-replicating program that spreads by inserting copies of itself into other executable code or document, that is loaded onto your gadget without your knowledge and runs against your wishes.

#### Consent - Means

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

**Custom Built** - Means a complete computer or laptop made from components supplied and assembled by qualified engineers at a UK VAT registered company, or the equivalent tax registration if purchased overseas.

Excess - The initial amount you will be responsible for, in respect of each and every valid claim, per person insured, as detailed in your policy schedule.

Gadget – the item(s), excluding accessories which belong to:

- you, or
- 2. a **business** where **you** have the relevant authority and responsibility to use and insure the **gadget(s)** owned by the **business**. Confirmation of this will be required in the event of a claim.

For the purpose of this policy a gadget can be any one of the following items:

Mobile Phones, Tablets, Laptops and PC's (including **custom built**), Digital Cameras, PC Monitors, MP3 Players, Games Consoles, Video Cameras, Camera Lenses, Bluetooth Headsets, Satellite Navigation Devices, PDAs, E-Readers, Head/Earphones, Portable Health Monitoring Devices (such as a blood glucose or blood pressure testing kit), Wearable Technology (such as a Smart Watch or a Health and Fitness Tracker).

<u>Criteria</u>: **We** can only insure **gadget**(s) that are:

- 1. purchased new or refurbished from a **UK** VAT registered company, or the equivalent tax registration if purchased overseas, and supplied with a **proof of purchase** (original purchase receipt or phone contract showing IMEI No).
- 2. purchased second hand or gifted to you, provided that you have the original proof of purchase (which corresponds to notes 1 above) and a signed letter from the original owner confirming that you own the gadget(s). The letter must include the following details of your gadget(s):
  - a. either the IMEI or serial number (whichever is applicable);
  - b. the make and model;
  - c. the sale price (your purchase price);
  - d. confirmation that the gadget(s) were in full working order at the time of sale.

<u>Please note:</u> The **gadget** must be in good condition and in full working order at the time **you** commence **your trip** 

Home - one of your normal places of residence in the United Kingdom, the Channel Islands or BFPO.

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

Malicious Damage - the intentional or deliberate actions of another party, not including you or immediate family, which causes damage to your gadget.

Person Insured – Means each person shown on the policy schedule, for whom the appropriate premium has been paid and referred to as 'you/your'.

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

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

For Gadget(s) that are Gifted to you - We will require a signed letter from the original owner confirming that you own the gadget(s).

For the purchase of Second-Hand <code>gadget(s)</code> - A printed receipt or electronic record provided by a retailer or person selling the second-hand <code>gadget(s)</code> is not acceptable as <code>Proof of Purchase</code>.

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 giving rise to the claim. Where the **gadget** is a mobile phone, or other SIM enabled device, this evidence can be obtained from **your** network provider. For other **gadgets**, such as laptops, in the event of an **accidental damage** claim this may be determined through inspection by **our** repairers.

Policy Schedule – A summary of your Holiday Extras Travel Insurance Policy which includes details of your travel gadget cover.

Theft - Means the taking of the gadget by a third party with the intention of permanently depriving you of it, using force, threat of violence or by pickpocket.

<u>Please note:</u> Theft and Loss needs to be reported to the appropriate local Police authorities and your network provider (if applicable) within 24 hours of discovering the incident. Theft claims must also be accompanied by a valid Police crime reference report. Loss property reports and reference numbers on their own will not be accepted in support of a Theft claim.



Trip – travel during the period of insurance.

Unattended – Means that the gadget(s) are neither in your person or within your sight and/or reach.

Unauthorised Usage – The cost of unauthorised calls, messages and downloads made from your gadget after it was stolen. Cover will only apply within 24 hours of discovery of the theft of your gadget. Itemised bills must be provided to support your claim.

<u>Please note:</u> This cover will only apply if there is no protection from such losses from **your** network provider.

Warranty – Means the period where the Claims Administrator will resolve any defects in materials and workmanship when they repair or replace your gadget in the event of a claim, when your gadget is used normally in accordance with manufactures guidelines. For repairs the warranty provided is 3 months and for a replacement the warranty provided is 12 months. This warranty will also include the costs associated with transporting the device to and from the Claims Administrators selected repair centre.

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

We, Us, Our – the Insurers, ERGO TIS on behalf of Great Lakes Insurance SE (GLISE).

You, Your, Person Insured - Each person insured shown on the policy schedule.

#### WHAT WE WILL COVER

#### Accidental Damage

We will repair or replace your gadget if it is damaged as the result of accidental damage, providing the gadget is returned to the Claims Administrator.

#### Inco

If you accidentally lose your gadget, we will replace it (in respect of a valid loss claim).

#### **Malicious Damage**

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.

#### Theft

If you suffer theft of your gadget, we will replace it (in respect of a valid theft claim).

#### **Unauthorised Usage**

If your gadget is stolen, we will refund the cost of unauthorised usage up to the limit as shown in your policy schedule

<u>Please note:</u> This cover will only apply if there is no protection from such losses from your network provider.

#### WHAT WE WILL NOT COVER

#### **General Exclusions**

We will not pay for:

- Your excess which applies as shown on page 5 of this policy wording.
- 2. Any claim that occurs whilst **you** are not on a **trip**.
- 3. any claim where **you** cannot provide a printed, or similar electronic record that can be sent to **us** in its original format, **proof of purchase** (along with a signed transfer of ownership letter where the **gadget** has been purchased second hand or gifted to **you**)
- 4. any claim where the policy was not purchased in the **United Kingdom**.
- 5. any claim for a gadget that does not meet the "Criteria" as listed within the definition of gadget.
- 6. any claim where **proof of usage** cannot be provided or evidenced (applicable where the **gadget** is a SIM enabled device or in respect of a laptop/tablet where user history is available).
- 7. where the gadget has been stolen from any motor vehicle or building, unless all protections are in operation (including those to prevent unauthorised keyless entry to vehicles) and the gadget(s) is concealed out of sight so that forced and violent entry causing damage is required. Evidence of the thief's damage must be provided with your claim
- 8. Loss, theft of or accidental damage to any accessories
- 9. any claim where **you** knowingly leave **your** gadget somewhere **unattended** and it is at risk of being lost, stolen or damaged. For example where **your** gadget is left at the side of a sports pitch whilst **you** are participating in the sport.
- 10. any loss, theft or accidental damage of the gadget left as checked in baggage.
- 11. any loss, theft or accidental damage to the gadget as a result of confiscation of detention by customs, other officials or authorities.
- 12. any claim where the gadget wasn't in good condition and in full working order at the time you commence your trip
- 13. any claim where you have failed to take reasonable precautions to prevent damage, theft or loss. This will includes:
  - a. not using **your gadget** in accordance with the manufacturer's instructions;
  - o. not handing your gadget to a person who is not known to you or a third party, other than your immediate family.
- 14. any claim where the IMEI/Serial number cannot be determined from your gadget.
- 15. any kind of damage whatsoever unless the damaged **gadget** is provided for repair.
- 16. any unauthorised usage unless associated with a valid theft or loss claim.
- 17. any repairs or other costs for repairs carried out by anyone not authorised by us.
- 18. any claim where there is evidence that the damage, theft or loss occurred prior to the commencement of your trip.
- 19. 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.



- 20. any claim for malicious damage which was caused by you or your immediate family.
- 21. the VAT element of any claim if you are registered for VAT.
- 22. any damage, theft or loss to SIM or memory cards in isolation (unless it accompanies a valid claim for your gadget).
- 23. cosmetic damage to the gadget that has no effect on the functionality of the gadget, to include marring, scratching and denting.
- 24. any modifications that have been made from the original specifications of the **gadget**. This would include things like adding gems, precious metals or unlocking your **gadget** from a network
- 25. loss of any software or firmware failures.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. any claim for damage, theft or loss caused by deception.
- 30. any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any system, software programme malicious code, **computer virus** or process or any other electronic system.
- 31. any claim where you have travelled to a country where the Foreign, Commonwealth and Development Office (FCDO) have advised against all travel or all but essential travel. Please check the FCDO travel advice line at https://www.gov.uk/foreign-travel-advice or contact 020 7008 1500.

#### **CONDITIONS AND LIMITATIONS**

#### Claims Procedure

#### How to make a claim

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

- report the theft or loss of your gadget to your network provider within 24 hours of discovery so they can blacklist your handset/item (where this is applicable).
- b. report the **theft** or **loss** of **your gadget** to the Police within 24 hours of discovery and obtain a crime reference number in support of a **theft** claim and a copy of the police report.
- c. Not attempt to repair the item yourself or use an unauthorised repairer or this will invalidate the cover
- d. complete and return any claim form or documents as required by the **Claims Administrator** within a reasonable time frame of the incident date with any other requested documentation.
- e. Pay the excess as requested by the Claims Administrator
- f. provide details of any other contract, guarantee, **warranty** or insurance that may apply to the **gadget** including, but not limited to, household insurance (where appropriate a rateable proportion of the claim may be recovered direct from these Insurers)
- g. provide the **proof of purchase** of the **gadget** for which **you** are claiming. Such **proof of purchase** must evidence that **you** own that particular **gadget**, which may include the IMEI number or serial number (where applicable in respect of mobile phones and laptops) and other identifying details where appropriate.
- h. provide the **proof of usage** (in respect of mobile phones or other SIM enabled device) from **your** Network that confirms the **gadget** has been in use since the start of **your trip** and up to the event giving rise to the claim.
- i. Not format your gadget(s) in such a way that makes obtaining the last usage date impossible

#### Repair and Replacement Equipment

- a. all repairs to **gadgets** are issued with a 3-month **warranty** (the **gadget** must be returned to the **Claims Administrator** in the event of a claim under that warranty)
- b. In the event that **your** claim is authorised, and **your gadget** is deemed beyond economical repair and will therefore have to be replaced, the **Claims Administrator** will endeavour to replace it with a **gadget** of an identical specification or the equivalent value taking into account the age and condition of the **gadget**. Where the **Claims Administrator** replace the **gadget(s)**, the replacements may be pre-owned, refurbished or remanufactured (not brand new).

  <u>This is not a new for old insurance policy</u>. (Gift cards or vouchers may be used as an alternative method of claims settlement at the **Claims Administrators** full discretion).
- c. Where the Claims Administrator sends you a replacement or repaired gadget, this will only be sent to an address in the United Kingdom
- d. <u>Please note:</u> it may not always be possible to replace **your gadget** with the same colour or finish, where this is not possible an alternative colour will be provided.
- e. Where replacement equipment has been issued and the original **gadget** is recovered, the original **gadget** becomes **our** property and must be returned to the **Claims Administrator** immediately. Please call the **Claims Administrator** on 0330 880 1753 (local call rate) and they will provide details for its return.
- f. All replacement items are issued with a 12-month warranty (the item must be returned to the Claims Administrator in the event of a claim under the warranty)
- g. If your existing accessories are not compatible with the replacement item that the Claims Administrator have provided, we will cover the cost of replacing the accessories, on production of your proof of purchase for these.
- h. Warranty claims for *gadget(s)* damaged in transit will only be accepted where they are reported to the *Claims Administrator* on 0330 880 1753 (local rate call) within 48 hours of delivery and the packaging is retained to allow an investigation to be carried out

#### **Limit of Liability**

Our liability, in respect of any one claim, will be limited to the replacement cost of each gadget being claimed for and, in any event, shall not exceed the maximum liability for each gadget as shown on your Schedule of Insurance, the original purchase price or the current market value of each gadget, whichever is the lesser amount, but not exceeding the cost to replace the gadget with an identical or equivalent model

#### Sanctions limitation and exclusions



We shall not be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### Average Clause

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

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

#### <u>Fraud</u>

We and/or the Claims Administrator employ a dedicated team of fraud specialists. If any fraudulent or misleading claim is made or if any fraudulent or misleading means are used under this insurance, you will not be allowed to continue with your claim. A fraudulent or misleading act can be, but not limited to, one of the following if you or anyone acting for you:

- Makes a claim knowing the claim to be false or fraudulently exaggerated
- Makes a statement in support of a claim knowing that statement to be false in anyway
- Submits a document that has been forged or amended in anyway

We and/or the Claims Administrator will be entitled to instruct an investigation into your claim and recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. We and/or the Claims Administrator:

- Will not pay the claim
- Will not pay another other claim that has been or will be made under the policy
- Will be entitled to recover from you the amount of any claim already paid under the policy
- May refer the matter to the police and/or any law enforcement agency
- May bring a civil case against you to recover any costs incurred

#### **English Law**

This Insurance shall be subject to English Law.



# **Financial Services Compensation Scheme (FSCS)**

For your added protection, the insurers are covered by the FSCS. You may be entitled to compensation from the scheme if the insurers cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance cover provides protection for 90% of the claim, with no upper limit. Further information about the compensation scheme arrangements is available from the FSCS, call 0800 678 1100 or 020 7741 4100, or visit their website <a href="https://www.fscs.org.uk">www.fscs.org.uk</a>

# Make yourself heard

At Holiday Extras we take great pride in treating our customers fairly and we have tried to ensure that our policies are easy to understand. However sometimes we or our insurers might get it wrong in which case we want you to tell us.

For How your policy was sold	For Travel Claims (sections A1 – B6)	For Gadget Claims (section B7)
01303 815 318	0203 8226 6604 Open 9am – 5pm Weekdays	0330 880 1753
insurancecustomerteam@holidayextras.com	complaints@tifgroup.co.uk	gadget.complaints@taurus.gi
Insurance Customer Support	Customer Insights Manager	Taurus Insurance Services Ltd
Holiday Extras, The Wave	1 Tower View	Suite 2209-2217
Newingreen,	Kings Hill	Eurotowers
Hythe	West Malling	Europort Road
Kent	Kent	Gibraltar
CT21 4FJ	ME19 4UY	GX11 1AA

If you are still not satisfied with the outcome you may refer your case to the Financial Ombudsman Service:

The Financial Ombudsman Service (FOS)			
0800 023 4567 if calling from a landline	0300 123 9123 is calling from a mobile		
Email: complaint.info@financial-ombudsman.org.uk	Web: www.financial-ombudsman.org.uk		
The Financial Ombudsman Service, Exchange Tower, London, E14 9SR			