

Gadget Cover - £500 Benefit, £50 Excess

Please note: The following section applies if **you** have paid the required additional premium for the **gadget** cover extension which will be shown in **your policy schedule**. Cover is provided on a per person basis and provides cover for **you**.

INTRODUCTION

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

TERMS AND CONDITIONS

This insurance is arranged and claims administered by Taurus Insurance Services Limited (**Taurus**) an insurance intermediary licenced and authorised in Gibraltar by the Financial Services Commission under Licence Number FSC00757B and authorised by the Financial Conduct Authority in the UK under registration number 444830.

The Insurer is AmTrust Europe Limited (referred to as **"we/us/our"** in this Gadget Insurance Policy) and are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Financial Services Register number 202189. A Member of the Association of British Insurers. Registered in England: company number 1229676. Registered address: Market Square House, St James's Street, Nottingham NG1 6FG.

We (the Insurer) have entered into a Binding Authority Contract reference number WUKGAD148030 with **Taurus** under which **we** have authorised **Taurus** to issue these documents on **our** behalf.

CONFIRMATION OF COVER

When **you** purchased **your 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 the **gadget** cover section.

Accidental Damage - means any damage, including fire and liquid damage, caused to the **gadget** which was not deliberately caused by **you** or bound to happen.

Channel Islands - Jersey, Guernsey, Alderney, Sark, Herm, Jethou, Brecqhou and Lihou.

Departure point - The coach station where **your outbound journey** to **your** destination begins, and where your **homebound journey** back home begins (if applicable)

Excess – The **excess** payable per claim per person as detailed in **your policy schedule**.

Gadget – the item(s) owned by **you** and shown within the relevant **proof of purchase**.

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

Mobile Phones, Smart Phones, Laptops, Tablets, Digital Cameras, MP3 Players, CD/DVD Players, Games Consoles, Video Cameras, Camera Lenses, Bluetooth Headsets, Satellite Navigation Devices, PDAs, E-Readers, Head/Ear Phones, Wearable Technology (such as a Smart Watch or a Health and Fitness Tracker).

Gadget Criteria:

1. purchased new or refurbished from a UK VAT registered (or the equivalent tax if purchased overseas) company and supplied with a **proof of purchase**
2. purchased second hand or gifted to **you**, and that **you** have the **proof of purchase** (which corresponds to notes 1 above) and a signed letter from the original owner confirming that **you** own the **gadget(s)**. This letter must include the IMEI (where applicable), serial number and make and model of **your gadget(s)**.

Home - **Your** usual place of residence in the **UK**, the **Channel Islands** or the Isle of Man.

Homebound journey - A trip that begins when **you** board the coach at **your** homebound **departure point** and ends when **you** arrive at the destination shown on your homebound coach ticket.

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 by **you** or a third party which causes damage to **your gadget**.

Outbound journey - A trip that begins when **you** board the coach at **your outbound departure point** and ends when **you** arrive at the destination shown on **your** outbound coach ticket

Period of Insurance - For return tickets, cover only applies for the duration of the **outbound journey** or **homebound journey**. There is no cover for the period between these trips. For one-way tickets cover applies for the duration of the **outbound journey** only.

Proof of Purchase – Means the original purchase receipt provided at the point of sale that gives details of the **gadget(s)** purchased, (including any accessories), or similar documents that provide proof that **you** own the **gadget(s)** and enables the age of the **gadget(s)** to be correctly identified. The receipt should include confirmation of the IMEI or serial number of the **gadget(s)** (where possible) and detail the UK VAT registration number of the company (or the equivalent tax if purchased overseas). Delivery notes are not an acceptable form of **proof of purchase**

Proof of Usage - Means evidence that shows **your gadget** has been in use before the event giving rise to the claim. Where the **gadget** is a mobile phone this evidence can be obtained from **your** phone 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** 'National Express **Travel Policy**' which includes details of **your gadget** cover upgrade.

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

Terrorism - means any act of any person or organisation involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

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.

Please note: **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. **You** should also report the **Theft** or **Loss** to **your** coach operator representative immediately on discovery of the incident.

Travel Policy – **your** 'National Express travel booking'

Trip - **Your Period of Insurance**.

United Kingdom (UK) - England, Scotland, Wales and Northern Ireland.

Violent and Forcible Entry – entry evidenced by visible damage to the fabric of the building, room, or vehicle at the point of entry.

We, Us, Our – the Insurers, AmTrust Europe Limited.

You, Your, Person Insured - Each person shown on the **policy schedule**, for whom the appropriate insurance premium has been paid.

WHAT WE WILL COVER

A. Accidental Damage

We will pay the repair or replacement costs if **your gadget** is damaged as the result of an accident.

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. There must be evidence of **violence or forcible entry** if the **theft** of **your gadget** is from an unoccupied premises or vehicle whilst on a **trip**.

C. Malicious Damage

If **your gadget** is damaged as a result of intentional or deliberate actions of someone else, **we** will repair it. Where only part or parts of **your gadget** are damaged, **we** will only replace that part or parts.

D. Loss

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

E. Unauthorised Usage

If **your gadget** is lost or stolen, and the **loss** or **theft** is covered by **your** policy, **we** will refund the cost of unauthorised calls, messages and downloads made from it after the time it was lost or stolen. Cover will only apply to unauthorised usage within 24 hours of discovery of the **loss** or **theft** of **your gadget**. Itemised bills must be provided to support **your** claim. This cover will only apply if there is no protection from such losses from **your** network provider or the amount that **you** are claiming for exceeds the amount covered by **your** network provider.

THE LIMITS OF OUR LIABILITY

The most **we** will pay for any one claim will be the replacement value of **your gadget** and in any case, shall not exceed **our** maximum liability for **your** chosen level of cover, as shown in **your policy schedule**.

In the event that **your** claim is authorised and **your gadget** is deemed beyond economical repair and will therefore have to be replaced, **we** will endeavour to replace it with an identical fully refurbished or new (where a refurbished item is not available) item. **This is not a new for old insurance**. Should this not be possible **Taurus** will replace it with a fully refurbished or new (where a refurbished item is not available) item of a comparable specification or the equivalent value (Gift cards or vouchers may be used as an alternative method of claims settlement at **our** full discretion).

Please note it may not always be possible to replace **your gadget** with the same colour.

- All replacement **gadgets** are issued with a 12-month warranty (the **gadget** must be returned to **Taurus**).
- All repairs to **gadgets** are issued with a 3-month warranty (the **gadget** must be returned to **Taurus**).

WHAT WE WILL NOT COVER

Your gadget is not covered for:

1. The amount of the **excess** which applies as shown on **your policy schedule**.
2. any claim where the policy was not purchased in the **United Kingdom**.
3. Any **loss, theft or accidental damage** of the **gadget** left as checked in baggage or placed in the undercarriage/hold of a vehicle.
4. Any **loss, theft or accidental damage** to the **gadget** as a result of confiscation of detention by customs, other officials or authorities.
5. Any **theft** or **loss** unless reported to the appropriate local police authorities within 24 hours of discovering the incident and accompanied by a Police Crime Reference number. Lost Property numbers are not acceptable in support of a **theft** claim.
6. Any claim that occurs whilst not on a **trip**.
7. Any damage which occurred to **your gadget** prior to commencement of **your trip**.
8. Any claim for **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**.
9. Any claim where **proof of usage** cannot be provided or evidenced (applicable only where the **gadget** is a mobile phone or in respect of a laptop/tablet where user history is available).
10. Any claim involving **theft** or **loss** unless reported to **your** network provider (if applicable) within 24 hours of discovering the incident and a blacklist placed on the IMEI of the **gadget(s)**
11. **Theft** of the **gadget** from an unoccupied premises or vehicle whilst on a **trip**, unless there is evidence of **violent and forcible entry** to the premises or vehicle.
12. **Theft** of the **gadget** from the person unless force or threat, violence or pickpocket is used.
13. **Loss, theft** of or **accidental damage** to the **gadget** whilst in the possession of a third party.
14. **Loss, theft** of or **accidental damage** to accessories other than SIM or PCIMA cards which were in the **gadget** at the time of the **loss, theft** or damage.
15. Loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any computer virus or similar mechanism or as a result of any failure of the Internet, or loss of use, reduction in functionality, cost,

expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

16. Any kind of damage whatsoever unless the damaged **gadget** is provided for repair to one of **our** approved repairers.
17. The VAT element of any claim if **you** are registered for VAT.
18. Cosmetic damage only to the **gadget** that has no effect on the functionality of the **gadget**, to include marring, scratching and denting.
19. 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 provider.
20. Where you knowingly leave **your gadget** somewhere where **you** can't see it but others can and it is at risk of being lost, stolen or damaged. For example – if you are travelling on a ferry and **you** go for a walk leaving **your gadget** on a coach seat or table instead of taking it with **you**.
21. Reconnection costs or subscription fees of any kind.
22. The cost of replacing any personalised ring tones or graphics, downloaded material or software.
23. 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**.

CONDITIONS AND LIMITATIONS

1. **You** are required to take all reasonable precautions to prevent damage, **theft** or **loss**. This will include, but not limited to: -
 - using **your gadget** in accordance with the manufactures instructions.
 - If left unattended in a vehicle or premises, **you** are to ensure that the **gadget** is out of sight and that all locks and security devices are actioned
 - not handing **your gadget** to a person who is not known to **you** or a third party, other than a family member.
2. The **gadget** must have a valid **proof of purchase** and meet the **gadget** criteria detailed in this policy.
3. **You** must provide **us** with any receipts, documents or **proof of purchase**, that it is reasonable for **us** to request.
4. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.
5. **We** may apply a proportionate approach to **your** claim in circumstances where the sum insured by **you** is inadequate to cover the replacement cost of the **gadget(s)** on cover. The amount claimable would be calculated as follows:(sum Insured / cost of replacement) x loss = average claim amount

CLAIMS PROCEDURE

Please comply with the following procedures to allow **us** to authorise **your** claim with the minimum of delay. Failure to observe these procedures may invalidate **your** claim.

For all Malicious Damage, **Theft** and **Loss** Claims:

Notify the appropriate local Police authority within 24 hours of discovering the incident and obtain a Police Crime reference number and a copy of the Police Crime report. Should **you** be claiming for the **theft** or **loss** of **your** mobile phone or another sim enabled device **you** must also contact **your** network provider within 24 hours of discovering the incident to blacklist the IMEI of the device.

For all claims (including malicious damage, **theft** and **loss**):

Contact **Taurus** on **0330 880 1765** (local rate call) or nationalexpress.tiga@taurus.gi as soon as reasonably possible of discovering the incident (or in the event of an incident occurring outside of the United Kingdom, as soon as reasonably possible of returning to the United Kingdom).

Complete the claim form in accordance with their instructions, and in any event within 30 days of notifying the claim together with any requested supporting documentation including but not limited to:

- Police Crime Reference Number (if applicable)
- Proof of Blacklist of IMEI (if applicable)
- Proof of reported **theft** or **loss** (if applicable)
- Proof of **violent and forcible entry** (if applicable)
- Proof of travel dates and booking confirmation.
- Any other requested documentation.

Taurus will assess **your** claim, and as long as **your** claim is valid, will authorise the repair or replacement of the **gadget** as appropriate.

Please note: If **we** replace **your gadget** the damaged or lost **gadget** becomes **ours**. If it is returned or found **you** must notify **us** and send it to **us** if we ask **you** to.

COMPLAINTS

It is always the intention to provide **you** with a first class service. However, if **you** are not happy with the service, in the first instance:

If **your** complaint is in relation to a claim, please write to **Taurus**. Their contact details are:

Taurus Insurance Services Limited
Suite 2209-2217 Eurotowers
Europort Road, Gibraltar
Email: gadget.complaints@taurus.gi

If **you** are not happy with the response or **your** complaint has not been resolved within eight weeks, **you** have the right to ask the Financial Ombudsman Service to review **your** complaint: Their contact details are:

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

Tel: 020 7964 1000 (Switchboard)
+ 44 207 964 1000 (for calls outside the UK)
0800 023 4 567 – calls to this number are normally free for people ringing from a 'fixed line' phone but charges may apply if **you** call from a mobile phone.
0300 123 9 123 – calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs.
020 7964 1001 (main fax)

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

If **you** wish to complain about an insurance policy purchased online **you** may be able to use the European Commission's Online Dispute Resolution platform, which can be found at the following address:
<http://ec.europa.eu/consumers/odr>.

These procedures do not affect **your** legal rights.

PRIVACY AND DATA PROTECTION NOTICE

Data Protection

AmTrust Europe Ltd (the Insurer) and **Taurus** (the administrator), as Data Controllers, are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit **our** websites at: www.amtrusteurope.com or www.taurus.gi/privacy

1. HOW WE USE YOUR PERSONAL DATA

We use the personal data we hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **you** with information, products or services that **you** request from **us** or which **we** feel may interest **you**. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

2. SENSITIVE PERSONAL DATA

Some of the personal information, such as information relating to health or criminal convictions, 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 set out in **our** notice.

3. DISCLOSURE OF YOUR PERSONAL DATA

We disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include **our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

4. INTERNATIONAL TRANSFERS OF DATA

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

5. YOUR RIGHTS

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

6. RETENTION

Your data will not be retained for longer than is necessary and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning **our** use of **your** personal data, please contact the relevant Data Protection Officer - please visit **our** websites for full address details.