

COMPUCOVER ACCIDENTAL DAMAGE AND THEFT INSURANCE POLICY WORDING

INTRODUCTION

The CompuCover policy is designed to protect *your* insured item of *computer equipment* against accidental damage or theft.

This insurance product is arranged and administered by Summit Insurance Services Limited which is regulated by the Financial Conduct Authority.

The policy is underwritten by Lloyd's Syndicate 5820 ("*we/us/our*" in this policy document) which is managed by ANV Syndicates Limited. Registered Office: 47 Mark Lane, London EC3R 7QQ. Registered in England number 04434499. ANV Syndicates Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The insurance documents

This is *your* policy document. It tells *you* everything that is covered and what is not covered. It must be read in conjunction with *your insurance schedule*. These documents and the information provided when *you* applied for insurance, or when *you* made an amendment, make up the insurance contract between *you* and *us*. Please ensure *you* keep *your insurance schedule* and this policy document in a safe place.

Understanding your policy

Some words and phrases in this policy document and the *insurance schedule* will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in *italics*. They are all listed and explained in the section "Definitions" which can be found at the end of this document.

It is important that *you* read this policy document carefully, along with *your insurance schedule*, so that *you* can be sure of the cover provided and to check that it meets *your* needs. All insurance documents and all communications to *you* about this policy will be in easy to understand English. No language other than English will be used.

The administrator

As well as arranging *your cover*, Summit Insurance Services Limited will also act as the *administrator*. They will be there to answer any questions *you* have about the insurance cover, collect *your* premiums and they will also deal with *your* claim. They have been appointed because they are specialists in this area of insurance with many years of experience and will give *you* all the help and advice *you* need throughout the lifetime of *your* policy.

Their address is: The Robbins Building, Albert Street, Rugby, CV21 2SD. They can be contacted on the following numbers:

Customer Services: 01788 563100

Claims: 01788 563111

Email: info@compucover.co.uk

If *you* have any disability that makes communication difficult, please tell them and they will be pleased to help.

Cooling off period

We hope *you* are happy with the cover this policy provides. However, if after reading this policy document, *you* decide that this insurance does not meet with *your* requirements, please return the documents to the *administrator* within 30 (thirty) days of issue and we will refund *your* premium in full provided that *you* have not made a claim.

Consumer rights

This insurance is in addition to *your* legal rights and is not to be substituted for the supplier's liability if the *computer equipment* is found to be unfit for the purposes for which it was intended, or is not as described or is not of satisfactory quality.

CERTIFICATION OF COVER

This policy wording, together with *your insurance schedule* certifies that insurance has been effected between *you* and *us*. We agree to insure *you* in accordance with the terms and conditions contained in these documents. We have entered into a Binding Authority Contract reference B6025/EW167 with Summit Insurance Services Limited under which we have authorised them to sign and issue these documents on *our* behalf.

Signed by:



David Milner – Managing Director

Authorised signatory for Summit Insurance Services Limited.

Insurer's liability

This insurance is underwritten 100% by a Lloyd's syndicate, and each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total liability for the syndicate, which is the total of the proportions underwritten by all the members of the syndicate taken together. A member is liable only for that member's proportion and is not jointly liable for any other member's proportion.

The business address of each syndicate member is Lloyd's, 1 Lime Street, London EC3M 7HA. The identity of each member and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

THE POLICY TERMS & CONDITIONS

ELIGIBILITY

You can purchase this insurance provided that *your* main place of residence is within the United Kingdom, the Channel Isles or Isle of Man and *you* own the *computer equipment*.

We will not accept any *computer equipment* that is more than 36 months old at the time cover for it begins under this policy or any *computer equipment* purchased:

- outside the United Kingdom, the Channel Islands or the Isle of Man;
- second-hand; or
- via an on-line auction (e.g. eBay).

Important – please make sure that *you* keep *proof of purchase* because *you* will need it if *you* make a claim. *Proof of purchase* means the original purchase receipt provided at the point of sale (not from online auctions) that gives details of the *computer equipment* purchased, or similar documents that provide proof that *you* own the *computer equipment*.

PERIOD OF COVER

Your policy will be in force for the period of cover *you* selected and this will be confirmed on the *insurance schedule*.

GEOGRAPHICAL AREA

This insurance covers *computer equipment* bought and used in the United Kingdom, the Channel Islands or the Isle of Man. It can include use in any other country in which *you* are temporarily present with the *computer equipment*, provided that *your* main place of residence is within the United Kingdom, the Channel Islands or the Isle of Man and subject to any repairs being carried out in the United Kingdom by repairers approved by *us*.

WHAT IS COVERED

If an insured event occurs during the period of cover shown in the *insurance schedule* and within the Geographical Area stated above we will, at *our* sole discretion, either:

- (a) pay the cost of the repair of the *computer equipment* by a qualified repair engineer authorised by *us*; or

- (b) provide a replacement for the *computer equipment* with one of the same or similar specification. The insured events covered by the policy are:

(a) Accidental Damage

Accidental damage means sudden and unintentional damage to all or part of the *computer equipment* which results in it not being able to function as before. We will pay repair or replacement costs for accidental damage to *your computer equipment*, subject to the Policy Limits specified below. Where only part or parts of *your computer equipment* have been damaged, we will only repair or replace that part or parts.

The policy does NOT cover malicious damage, meaning that it does not cover intentional or deliberate damage by *you* or any other person.

(b) Theft

This means that the *computer equipment* has been taken unlawfully and without *your* permission with the intention of permanently depriving *you* of it. We will pay for a replacement in the event of theft of *your computer equipment*, subject to the Policy Limits specified below.

POLICY LIMITS

1. Maximum payable

You can claim more than once but the most we will pay in any one claim will be the *total insured value* of *your computer equipment* as shown in the *insurance schedule*.

2. Replacements

(a) When replacing the *computer equipment*, the *administrator* will always do its best to provide *you* with a replacement of an identical specification but sometimes this is not possible so we cannot guarantee an exact match in all cases.

(b) Cover will automatically apply to the replacement *computer equipment* for the remainder of the policy.

3. VAT

In the event of a claim we are not liable for the payment of Value Added Tax (VAT) where *you* are registered with HM Revenue and Customs for VAT.

4. Carriage Costs

We will only pay for carriage costs within the UK. In the event of a claim, *you* must pay for any additional carriage costs if the *equipment* needs to be collected and/or delivered outside the UK.

WHAT IS NOT COVERED – THE EXCLUSIONS

This insurance does not cover:

Theft Exclusions:

1. Theft from any motor vehicle unless all the vehicle's windows and doors have been closed and locked and all security systems have been activated. A copy of the repairer's account for the damage to the vehicle must be supplied with any claim.
2. Theft from unoccupied premises unless there is evidence of *violent and forcible entry* to such premises. A copy of the repairer's account for the damage to the premises must be submitted with any claim.
3. Any theft claim unless *you* have reported the incident to the appropriate local Police authorities within 24 hours of discovering the incident, and have obtained a Crime Reference Number and Report.
4. Any loss of information or data or software contained in or stored on the *computer equipment* whether arising as a result of a claim paid by this insurance or otherwise.

Accidental Damage Exclusions:

1. Handling and/or use of the *computer equipment* that is not in accordance with the manufacturer's instructions as set in their handbook supplied with the *computer equipment*.
2. Any kind of damage whatsoever unless the damaged *computer equipment* is provided for repair or made available for inspection if required.
3. Any damage to information or data or software contained in or stored on the *computer equipment* whether arising as a result of a claim paid by this insurance or otherwise.
4. Any damage claim where the serial number cannot be determined from your *computer equipment*.
5. Superficial damage including scratching and denting.

General Exclusions:

1. Any *computer equipment* that is more than 36 months old at the time of purchasing this policy.
2. Any incident which happens outside the Geographical Area.
3. Any claim if *your computer equipment* was purchased:
 - outside the United Kingdom, the Channel Islands or the Isle of Man;
 - second-hand; or
 - via an on-line auction (e.g. eBay).
4. Any claim if the incident occurs whilst the *computer equipment* whilst it is in the possession of a third party. For the purposes of this exclusion "third party" will mean:
 - (a) if *you* are a private individual, anyone other than *you* or a member of *your immediate family* normally resident at the address shown in the *insurance schedule*;
 - (b) if *you* are an educational establishment (including a school, college or university), anyone other than *your* registered employees or students authorised to use *equipment*; and
 - (c) if *you* are a company, partnership, governmental authority, public or private sector organisation, charity or club, anyone other than a registered employee of *you*.
5. Any claim which results from *your* wilful negligence.
6. Claims arising from abuse, misuse or neglect by the user.
7. Any claim made where *proof of purchase* has not been provided.
8. Any claim where the serial number has been tampered with in any way.
9. Any claim resulting from the failure of any electrical or computer equipment, software, micro-controller, microchip, accessories or associated equipment to correctly recognise and process any calendar date or time.
10. Any expense incurred as a result of not being able to use the *computer equipment*, or any loss other than the repair or replacement costs of the *computer equipment*.
11. Any costs incurred in connection with the installation, removal or subsequent relocation of *your computer equipment*.
12. Damage to or malfunction of the *computer equipment* caused by or attributed to the operation of a software virus or any other software based malfunction.
13. Liability of whatsoever nature arising from ownership or use of the *computer equipment*, including any illness or injury resulting from it.
14. Any losses that are not directly associated with the incident that caused the claim. For example: the cost of replacing graphics, downloaded material or software stored on the *computer equipment*.
15. 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.
16. 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.

Please note that *your claim* may be refused if *you* do not follow the Claim Procedure and the requirements and advice from the *administrator*.

CANCELLING THE POLICY

You may cancel the policy during the first 30 days from the start of cover, and a full refund of premium will be paid provided that *you* have not made a claim.

You may cancel the policy at any time after the first 30 days and we will pay a premium rebate corresponding to the unexpired period of cover, provided that *you* have not made a claim and provided the premium has been made in full.

To cancel cover please notify the *administrator* and return *your* insurance documents to them.

CHANGING THE POLICY

Changes in *your* circumstances

You should notify the *administrator* immediately on 01788 563100 to notify any change such as a change of address.

Alteration & Modification

You shall notify the *administrator* on 01788 563100 of any proposed alterations or modifications to the *computer equipment*.

Transfer

You cannot transfer this policy to anyone else without *our* written permission.

You cannot transfer the cover under this policy to another computer unless the replacement *computer equipment* is provided by *us* following a successful replacement claim, or it is provided by the manufacturer following a successful claim by *you* under the manufacturer's warranty.

HOW TO MAKE A CLAIM

Please make sure that *you* follow these procedures and requirements as well as any instructions or advice given to *you* by the *administrator*. This will help *your* claim to run smoothly. If *you* do not, and as a result the *administrator's* ability to fully assess the claim or keep *our* losses to a minimum is affected, then this may mean that the claim will not be paid or the level of protection for the incident is reduced.

To help improve its service, the *administrator* may record or monitor telephone calls.

1. Notify the Police (if your computer equipment is stolen)

For theft claims you must notify the appropriate local Police authority within 24 hours of discovering the incident and obtain a Crime Reference Number and a copy of the Police Crime report (where a report has been compiled).

2. Notify all claims to the administrator

(a) Contact the *administrator* within 2 working days of discovering the incident. Their contact details are:

Telephone: 01788 563111

Email: claims@compucover.co.uk

(b) *You* will be sent a claim form by the *administrator*.

3. Send in the claim form and supporting documents

(a) Complete the claim form FULLY and return it to the *administrator* in accordance with their instructions, and in any event within 30 days of notifying the claim. Also, send them any supporting documentation they asked for, which may include:

- Police Crime Reference Number and Report (for theft claims only)
- Proof of *violent and forcible entry* (where applicable)
- Proof of purchase
- Any other requested documentation.

(b) The *administrator* will assess *your* claim, and as long as it is valid, will authorise the repair or replacement of the *computer equipment* as appropriate.

SPECIFIC CLAIMS CONDITIONS

1. Requirements:

(a) *You* must take precautions to prevent further damage to the *computer equipment* (we will not be liable for any further damage resulting from the continued use of the *computer equipment* before it has been repaired to *our* satisfaction);

(b) *You* must retain any damaged *computer equipment* or damaged parts.

(c) *You* must allow the *administrator* or its representatives access to the *computer equipment*, they will give *you* adequate notice.

2. Replacements

(a) When replacing the *computer equipment*, the *administrator* will always do its best to provide *you* with a replacement of an identical specification but sometimes this is not possible so we cannot guarantee an exact match in all cases.

(b) If we replace *your computer equipment* the damaged or stolen one becomes *ours*. If it is returned after a theft *you* must notify the *administrator* and send it to them if they ask *you* to.

2. Fraudulent claims or misleading information

We take a robust approach to fraud prevention in order to keep premium rates down so that *you* do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by *you* or anyone acting on *your* behalf to obtain benefit under this insurance, *your* right to any benefit under this insurance will end, *your* policy will be cancelled and we will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. We may also inform the police.

3. Other Insurances

If, at the time a claim arises or is made, there is another insurance policy in force which covers *you* for the same loss or expense, we may seek a recovery of some or all of *our* costs from the other insurer. *You* must give us any help or information we may need to assist us with *our* loss recoveries.

4. Observance

We will not be liable to replace or repair the *computer equipment* under this policy unless *you* have complied with all of the policy terms and conditions.

5. Subrogation

If a claim arises as a result of the act or default of a third party, we may seek recovery from that third party any some or all of the amounts we have paid. *You* agree that in this event we may take over *your* legal rights and remedies against such third party but only in relation to, and to the extent of, any losses incurred by *us* in connection with your claim

CUSTOMER SERVICE AND COMPLAINTS

The sale of *your* policy

Please Note: If *you* have a question or concern about, or *you* wish to make a complaint about, the sale of *your* policy, *you* should in the first instance contact the *administrator*. If *you* wish to make a complaint about the general service *you* received when buying the policy please refer to the separate instructions at the end of this section.

Service

The aim is to provide *you* with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that *you* may have. If *you* have any questions or concerns about *your* policy or the handling of a claim *you* should, in the first instance, contact:

Summit Insurance Services Limited, The Robbins Building, Albert Street, Rugby, CV21 2SD.

Tel: 01788 563100

Email: complaints@compucover.co.uk

Complaints

This complaints procedure does not affect *your* legal rights.

In the event that *you* remain dissatisfied and wish to make a complaint, *you* can do so at any time by referring the matter to Summit Insurance Services Limited or to the Policyholder and Market Assistance team at Lloyd's. Their address is:

Policyholder & Market Assistance, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN.

Email complaints@lloyds.com

Telephone +44 (0)20 7327 5693

Fax +44 (0)20 7327 5225

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at <http://www.lloyds.com/complaints> and are also available from the above address. If *you* remain dissatisfied after Lloyd's has considered *your* complaint, *you* may have the right to refer *your* complaint to the Financial Ombudsman Service. The address is:

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Telephone Number: 0800 0234 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).

Telephone Number: 0300 1239 123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs).

E-mail: complaint.info@financial-ombudsman.org.uk

Further details will be provided at the appropriate stage of the complaints process.

Questions or complaints about the sale of your policy or the service from Summit Insurance Services Limited

If *you* have a question or concern about, or *you* wish to make a complaint about, how *your* policy was sold to *you* (including the information *you* were given before *you* bought the policy), *you* should in the first instance contact The Managing Director of Summit Insurance Services Limited at the address shown above.

If *you* remain dissatisfied and wish to make a complaint, *you* can refer the matter directly to the Financial Ombudsman Service. The address is also given above.

GENERAL CONDITIONS

1. Duty of care

You shall take precautions to prevent the loss of or damage to *your computer equipment*. This includes handling or using the *computer equipment* as set out in the manufacturer's handbook issued with the *computer equipment*.

2. Disclosure

When *you* applied for this insurance, and/or when *you* applied to make any change to the cover, *you* were asked a number of questions. We relied on all of the answers to these questions to decide the terms upon which we offered *you* cover or amended cover. This includes the premium to be charged.

It is therefore essential that all of the answers *you* gave were truthful, complete and accurate to the best of *your* knowledge. If any of *your* answers are later found to be incorrect, incomplete or misleading, this could lead to *your* insurance being declared invalid and/or to *your* claim not being paid or not fully paid.

LEGAL, REGULATORY AND OTHER INFORMATION

Safeguarding premium and claim payments

When handling premium payments from *you* that are due to *us*, and when handling any premium refund or claim, the *administrator* acts as *our* authorised agent. This means that when *you* pay a premium to Summit Insurance Services Limited it is deemed to have been received by *us*, and that any premium refund by Summit Insurance Services Limited is not deemed to have been paid until *you* have received it. Claims are deemed to have been settled until *you* have actually received repaired or replacement *computer equipment*.

The law & legal proceedings applicable to this insurance

Under the laws of the United Kingdom both *you* and we may choose the law which applies to this contract, to the extent permitted by those laws. Unless *you* and we agree otherwise, the law which applies to this contract is the law which applies to the part of the United Kingdom in which *you* live or, if *you* live in the Channel Islands or Isle of Man, the law of whichever of those two places *you* live.

Any legal proceedings between *you* and *us* in connection with this contract will, therefore, only take place in the courts of the part of the United Kingdom, the Channel Islands or Isle of Man in which *you* live

The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation from the Scheme if we are unable to meet *our* obligations to *you* under this contract. Further information can be obtained from The Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0800 678 1100 (freephone) or 020 7741 4100. Website: www.fscs.org.uk

Data Protection

Information *you* supply may be used for the purposes of insurance administration by the Data Controller (as defined under the Act). It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes. *Your* information may also be used for crime prevention. For any of these purposes, *your* information may be transferred to countries that do not have stringent data protection laws. If this is necessary, the Data Controller will seek assurance from that party as to the security surrounding the handling of *your* information before it proceeds.

If *you* give information about another person, in doing so *you* confirm that they have given *you* permission to provide it to the Data Controller and for the Data Controller to be able to process their personal data (including any sensitive personal data).

On payment of the appropriate fee, *you* have the right to access and if necessary rectify information held about *you* (this is known as a Subject Access Request). Please contact *our* Compliance officer, in writing, to exercise these rights.

In assessing any claims made, we, or *our* associated companies or agents, may undertake checks against publicly available information (such as electoral roll, County Court Judgments, bankruptcy or repossessions). Information may also be shared with other insurers either directly or via those acting for *us* (such as loss adjusters or claims investigators).

When *your* insurance ends all information held about *you* (including information held on systems) will be destroyed or erased after a period of 7 years. The Data Controller's associated companies and agents will be advised to do the same.

Personal Data held about *you* may be used for research and statistical purposes but only with *your* explicit consent would this take place.

DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in *italics* in this policy document or the *insurance schedule*.

"*Administrator*" means Summit Insurance Services Limited.

"*Computer Equipment*" means the mobile or static computer, ancillary computer hardware and standard software identified in the *insurance schedule*. Standard software means an operating system or an application program which is generally available for retail sale and can be replaced by means of purchasing a copy of it without the need for individual reprogramming or program writing. Only *computer equipment* of UK specification may be insured under this insurance.

"*Immediate family*" means *your* mother, father, spouse or domestic partner, or son or daughter who permanently resides with *you*.

"*Insurance schedule*" means the written confirmation issued to *you* by the *administrator* which confirms the personal details of *your* insurance and lists the *computer equipment* covered by the insurance.

"*Total Insured Value*" means the maximum amount that can be claimed in respect of any one item of *computer equipment*.

"*Proof of purchase*" means the original purchase receipt provided at the point of sale (not from online auctions) that gives details of the *computer equipment* purchased, or similar documents that provide proof that *you* own the *computer equipment*.

"*Violent and forcible entry*" means entry evidenced by visible damage to the fabric of the building or room at the point of entry.

"*We/Us/Our*" means the Insurer for CompuCover, which is Lloyd's Syndicate 5820.

"*You/Your*" means the insured named on the *insurance schedule*.