

COMPUCOVER ACCIDENTAL DAMAGE AND THEFT INSURANCE POLICY WORDING

This insurance is underwritten by Jubilee Insurance, Lloyd's Syndicate 5820. The Lloyd's Managing Agent for Lloyd's Syndicate 5820 is Jubilee Managing Agency Limited. It is entered in the Register of Lloyd's Managing Agents. Registered Office: 47 Mark Lane, London EC3R 7QQ. Registered in England number 04434499.

Jubilee Managing Agency Limited is authorised and regulated by the Financial Services Authority and entered on its register under number 226696.

UNDERSTANDING YOUR POLICY

This policy wording, together with **your insurance schedule** and the information provided when **you** applied for insurance, or when **you** made an amendment, is a contract between **you** and **us**.

Your insurance schedule tells **you** who is covered under the insurance.

It is important that **you** read this policy wording carefully, along with **your insurance schedule**, so that **you** can be sure of the cover provided and to check that it meets **your** needs. Please keep all **your** insurance documents together in a safe place.

All insurance documents and all communications from **us** about this policy will be in easy to understand English. No language other than English will be used.

CERTIFICATION OF YOUR COVER

This policy wording, together with **your insurance schedule**, is **your** official 'Certificate of Insurance' and certifies that insurance has been effected between **you** and the **insurer**. The **insurer** agrees to insure **you** in accordance with the terms and conditions contained in these documents. The **insurer** has entered into a Binding Authority Contract reference EW 167 with Summit Insurance Services Limited under which the **insurer** has authorised Summit Insurance Services Limited to sign and issue **your** Certificate of Insurance on its behalf.

Signed by



David Milner – Managing Director

Authorised signatory for Summit Insurance Services Limited.

Your attention is drawn to the following:

DISCLOSURE

When **you** applied for this insurance, and/or when **you** applied to make any change to **your** cover, **we** asked **you** a number of questions. **We** relied on all **your** answers to decide the terms, including the price **you** pay, upon which **we** offered **you** cover or amended cover.

It is therefore essential that all **your** answers were truthful and accurate. If any of **your** answers are later found to be deliberately untrue, inaccurate, or intended to mislead **us**, **we** will be entitled to cancel **your** insurance.

CHANGES IN YOUR CIRCUMSTANCES

You must tell **us** immediately of any changes to this information including any change of address. If **you** do not reveal any relevant information this may mean that **your** claim will not be paid.

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.

YOUR LEGAL RIGHTS

This insurance is in addition to **your** legal rights and is not to be substituted for the supplier's liability if the **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.

CANCELLATION

We hope **you** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **your** requirements, please return it 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.

We may cancel the insurance by sending written notice to **you** by registered post at the address stated in the **insurance schedule** at least 28 days before such cancellation takes effect.

If **we** cancel this policy, **you** will be entitled to a refund of the proportionate part of the premium corresponding to the un-expired **period of cover**, provided that **you** have not made a claim and provided the premium has been made in full.

DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout the policy and will appear in bold.

"Administrator" means Summit Insurance Services Limited whose address is The Robbins Building, Albert Street, Rugby, CV21 2SD. Customer Services telephone number: 01788 563100, claims telephone number 01788 563111.

"Computer" means mobile and static personal computers and internet compatible telephones.

"Equipment" means the **computer**, ancillary **computer** hardware and standard software that are 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 **equipment** of UK specification may be insured under this insurance.

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

"Insured Event" means the theft, accidental damage or destruction of, all or part of the insured **equipment**.

"Maximum claim value" means the maximum amount that can be claimed in any one claim.

"Period of cover" means a 12 month period beginning on the first date stated on the **insurance schedule** and annually thereafter.

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

"The Territorial Limits" means the United Kingdom of England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man. It can include any other country in which **you** are temporarily present with the **equipment**, provided that **your** main place of residence is within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

"Unattended" means when not within **your** sight and control at all times and out of **your** arms' length reach.

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

"We/Us/Our/Insurer" means Jubilee Insurance, Lloyd's Syndicate 5820.

WHAT IS INSURED

If an **insured event** occurs within the **territorial limits** as a result of any cause that is not excluded by this policy, **we** will, at **our** sole discretion, pay the cost of the repair of the **equipment** by a qualified repair engineer authorised by **us**; or replace the **equipment** with new **equipment** of a similar specification.

Please note:

- We** will use reasonable endeavours to replace the **equipment** with **equipment** of an identical specification but **we** are not obliged to do so where this is not possible.
- We** are not liable for the payment of Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.
- We** will only pay for carriage costs within the UK. **You** must pay for any additional carriage costs if the **equipment** needs to be collected and/or delivered outside the UK.
- Subject to any other limit of liability stated in this insurance, **our** total liability on any claim will not exceed the **maximum claim value** and, in respect of any item of **equipment**, will not exceed the **total insured value** of such item of **equipment**.

GENERAL CONDITIONS

1. Claims Notifications & Requirements

In order to make a claim, **you** or **your** personal representative, must:

- notify the **administrator** in writing within 28 days of the occurrence of the **insured event**;
- submit a claim form to the **administrator**; and
- in the event of loss by theft, or where **you** have reason to believe a criminal offence has been committed, notify the police and obtain a police crime number.

You must also:

- Take precautions to prevent further damage to the **equipment** (**we** will not be liable for any further damage resulting from the continued use of **equipment** before the **equipment** has been repaired to **our** satisfaction)
- Retain any damaged **equipment** or parts thereof; and
- when requested to do so, and within 14 days of receiving such request, deliver to the **administrator** a written statement of all reasonable particulars and details of the **equipment** affected, its value and the **insured event** and provide all such documents, explanations and other evidence as **we** may reasonably require.

Unless all of the terms of this condition (as detailed above) are complied with, a claim under this insurance will not be payable.

2. 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.

3. Other Precautions

You shall take all reasonable precautions to prevent the occurrence of an **insured event**. This includes handling or using the **equipment** as set out in the manufacturer's handbook issued with the **equipment**.

4. Access

The **insurer** or its representatives shall have the right at all reasonable times to have access to the **equipment**.

5. Alteration & Modification

You shall notify the **insurer** of any proposed alterations or modifications to the **equipment** and of any proposed departure from the normal working conditions in which the **equipment** is operated.

6. Subrogation

If a claim arises as a result of the act or default of a third party, at **our** request and expense, **you** shall take, or permit **us** to take, all necessary steps to enforce **our** rights against any such third party.

7. Observance

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

8 Governing Law

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 the Isle of Man in which **you** live.

EXCLUSIONS – THIS INSURANCE DOES NOT COVER

1. Inherent defects, wear and tear etc.

Damage to or destruction of the **equipment** caused by

- a) its own defective design materials or workmanship
- b) latent defect, gradual deterioration or wear and tear
- c) faulty or defective workmanship, operational error or omission on **your** part or any person using the **equipment** with **your** express or implied consent
- d) corrosion, rust, condensation or evaporation, dampness, dryness, dust or change in temperature
- e) mechanical or electrical breakdown or derangement caused by the **equipment** itself; and
- f) scratching, abrasion, change in colour, texture or finish of the equipment casing provided that this provision shall not exclude such damage or destruction which itself arises from an **insured event** which is not excluded.
- g) handling and/or use of the **equipment** that is not in accordance with the manufacturer's instructions as set in their handbook supplied with the **equipment**.

2. Unattended Equipment

The occurrence of an **insured event** whilst the **equipment** is left unattended:

- a) in a vehicle, unless the **equipment** was:
 - i) in the locked boot of a saloon car; or
 - ii) concealed under the rear parcel shelf of a locked hatchback car; or
 - iii) concealed in the spare wheel or other closed compartment of a locked estate car; and the vehicle was forcibly entered and proof of such forcible entry is provided on making a claim; or
- b) in the open air, in a public place or in any outbuilding.

3. Intentional acts

An **insured event** occurring as a result of

- a) intentional act or wilful neglect by **you**;
- b) intentional or reckless overloading of, or the imposition of any abnormal conditions on, the **equipment**;
- c) handling and/or use of the **equipment** that is not in accordance with the manufacturer's instructions as set in their handbook supplied with the **equipment**.

4. Use by others

An **insured event** occurring whilst the **equipment** is in the custody of a third party. In this exclusion, third party means:

- 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. War and Nuclear risks

Any claim resulting, either directly or indirectly, from.

- a) 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;
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

6. Sonic boom

Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.

7. Loss of data

Any loss of or damage to information or data contained in or stored on the **equipment** (whether arising as a result of the **insured event** or otherwise).

8. Connected loss

Any losses that are not directly associated with the incident that caused the claim. For example, loss of earnings following damage to, or theft of, equipment.

9. Guarantees

Any amount that is recoverable upon the occurrence of an **insured event** at no expense to **you** under any guarantee, warranty, maintenance, rental hire or lease agreement.

COMPLAINTS PROCEDURE

The **administrator** is committed to maintaining a high standard of professional conduct in all dealing with customers. If **you** have a query or complaint, **you** should contact the **administrator** (or telephone 01788 563115).

The **administrator** promises to **you** that it will:

- a) Acknowledge written complaints promptly,
- b) Investigate quickly and thoroughly,
- c) Keep **you** informed of progress,
- d) Do everything possible to resolve **your** complaint
- e) Learn from its mistakes,
- f) Use information from complaints to continuously improve its service.

If the complaint is not resolved it can be referred to Lloyd's. The contact details are: Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA. Tel: 020 7327 5693 Fax: 020 7327 5225 E-mail: complaints@lloyds.com

Complaints that cannot be resolved by Lloyd's may be referred to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Tel 0800 0234 567 (free for people phoning from a "fixed line" – for example, a landline at home) Tel. 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02).

Further details will be provided at the appropriate stage of the complaints process. This complaints procedure does not affect **your** legal rights.

Safeguarding premium and claim payments

All premium payments from **you** and due to **us** and any premium refunds due to **you** from **us** for this insurance will be held by the **administrator** on **our** behalf. All claims benefit payments due to **you** from **us** will also be held by the **administrator**.

When doing this the **administrator** will be acting as **our** authorised agent. This means that when **you** pay a premium to the **administrator** it is deemed to have been received by **us** and all claims benefits and premium refunds due to **you** from **us** are not deemed to have been paid until **you** have actually received them.

Data Protection Act

Information supplied by an insured person 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. Information provided by an insured person may also be used for crime prevention. For any of these purposes, such 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 such 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, insured persons have the right to access and if necessary rectify information held (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 judgements, 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 the insured persons (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 on customers may be used for research and statistical purposes but only with the explicit consent of the customer would this take place.

To assess the terms of the policy or handle claims which arise, **we** may need to collect data which the Data Protection Act defines as sensitive (such as medical history, criminal convictions or employment records). Data protection laws impose specific conditions in relation to sensitive information including, in some circumstances, the need to obtain the insured person's explicit consent before **we** process the information. When **you** apply for this insurance, consent is given to the processing and transfer of information described in this notice by **us** and **our** agents. Without consent, **we** would not be able to offer this insurance.

The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation under 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 (7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN) by phone on 020 7892 7300 and on their website at www.fscc.com.