

COMPUCOVER COMPUTER ALL RISKS POLICY WORDING

This Policy is underwritten by UK Underwriting Ltd on behalf of Fortis Insurance Limited, Registered in England No.354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Fortis Insurance Limited and UK Underwriting Limited are authorised and regulated by the Financial Services Authority (FSA). This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register

Understanding Your Policy

Please read this policy carefully and make sure **you** understand fully and comply with it's terms and conditions, failure to do so may jeopardise the payment of any claim which might arise and could lead to the policy becoming void.

The Policy

The **insurer** will provide the Insurance described in this policy for the **period of cover** that is shown in the **policy schedule** and for any subsequent period which the insurer and you may agree.

This policy will not be in force unless the correct premium has been received and it has been agreed by an authorised official of the **insurer** and confirmation sent to **you** with the **policy schedule**. The policy contains details of the Insurance cover **you** have bought, what is excluded from cover and the terms and conditions of this Insurance.

Your attention is drawn to the following:

Changes in Your circumstances

The policy has been issued based upon information which **you** have given to the **insurer** about yourself and **your equipment**. **You** must tell the **insurer** immediately of any changes to this information including any change of address. **You** must also notify the **insurer** if **you**, or anyone living with **you**, have been convicted of handling stolen goods, fraud, forgery, robbery, theft or if **you** have been declared bankrupt. If **you** do not reveal any relevant information the consequences may be that the policy is void and any claim **you** have, may be invalidated.

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 they were intended, or are not as described or are not of satisfactory quality.

Goodfaith

You have a duty to be truthful and honest in any information that has been provided in **your** application and throughout the life of the policy. It is **your** responsibility to provide complete and accurate information to the **insurer** on a **proposal** form, claims forms and other documents throughout the life of the policy and when you make a claim. If **you** do not reveal any relevant information the consequences may be that the policy is void and any claim **you** have, may be invalidated. Please note that in respect of claims, we will not accept any changes to the claim form after its original submission.

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 CompuCover c/o the **administrator** within 30 (thirty) days of issue and **we** will refund **your** premium in full.

The **insurer** shall not be bound to accept renewal of any Insurance and may cancel the Policy by sending written notice to **you** by registered post at the address stated in the **policy schedule** at least 14 days before such cancellation takes effect.

If the **insurer** cancels this policy, subject to no successful claims being made by **you** during the **period of cover** and provided the premium has been made in full, **you** will be entitled to a refund of the proportionate part of the premium corresponding to the un-expired **period of cover**.

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.

Equipment means the computer, ancillary computer hardware and standard software that are identified in the **policy 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 the policy.

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

Proposal means any signed application and declaration together with any supporting information **you** may have supplied in support of **your** application for insurance.

Insurance means the **proposal**, Policy and **policy schedule**.

Period of cover means the period between the start date and end date stated on the **policy schedule**.

Policy Schedule means the written confirmation received from the **administrator** confirming **your** details and the **equipment** the subject of this policy.

Policy Year means the 12-month period commencing on the date of issue or renewal of a Policy and, in the case of a certificate for more than one year, means each 12-month period of insurance cover commencing on the anniversary of such issue/renewal.

Total Insured Value means the maximum amount that can be claimed in any **policy year** as stated on the **policy schedule**.

The Territorial Limits means the United Kingdom of England, Wales, Scotland, Northern Ireland, the Channel Islands, or the Isle of Man and includes any other country in which **you** are temporarily present with the **equipment**, provided that **you** are resident within these **territorial limits**.

Terrorism means any act, including but not limited to the use of force or violence or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public or any section of the public in fear.

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 **policy schedule**.

We/Us/Insurer means UK Underwriting on behalf of Fortis Insurance Limited.

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, the **insurer** will, as its sole discretion:

- Pay the cost of the repair of the **equipment** by a qualified repair engineer authorised by the **insurer**; or replace the **equipment** with new equipment of a similar specification.
- The **insurer** will use reasonable endeavours to replace the **equipment** with equipment of an identical specification but is not obliged to do so where this is not possible.
- The **insurer** is not liable for the payment of Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.
- The **insurer** 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 the policy, the total liability of the **insurer** in any **policy year** will not exceed the **total insured 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:

- Within 14 days of the occurrence of the **insured event**, notify the **administrator** in writing;
- 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** (the **insurer** will not be liable for any further damage resulting from the continued use of **equipment** before the **equipment** has been repaired to the satisfaction of the **insurer**)
- 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 furnish all such documents, explanations and other evidence as may be reasonably required by the **insurer**.

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

UK Underwriting Ltd and the **administrator** are insurers agents and in the matters of a claim act on behalf of the **insurer**.

2. Cover for replacement equipment

In the event of a valid claim resulting in the replacement of all or part of the **equipment**, this policy will not automatically cover the item or items of replacement equipment during the remainder of the **policy year** in which the claim has been settled. However, the replacement equipment may be insured on payment of an additional premium, which will be proportionate to the value of the replacement equipment. If **you** have purchased cover for more than one year and the policy still has one year or more un-expired, the replacement equipment will be insured under the policy from the start of the next **policy year** but will not be insured during the remainder of the **policy year** in which the claim has been settled unless an additional premium has been paid.

3. Other Insurances

If, at the time a claim arises or is made, any other insurance exists for the benefit of **you** covering the **insured event** (or which would, but for the existence of this policy, cover the **insured event**) the **insurer** will only be obliged to pay its rateable proportion of the sum due under this policy. In such circumstances, **you** or the other insurers must pay to the **insurer** the sum payable under the other insurance(s) prior to the repair or replacement of the **equipment** under this policy or, at the option of the **insurer**, **you**/other insurers and the **insurer** may pay their respective contributions direct to the repair company or supplier nominated by the **insurer**.

4. 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.

5. Access

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

6. 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.

7. Subrogation

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

8. Observance

The **insurer** will not be liable to replace or repair **equipment** under this policy unless **you** have duly complied with all of the terms and conditions contained in this policy that apply to it.

9. Arbitration

If the **insurer** has accepted a claim and any difference arises in connection with the replacement or repair of **equipment**, such difference shall be referred to an independent arbitrator to be appointed by the parties in accordance with the relevant statutory provisions being in force at that time.

If this happens, the arbitrator must make a decision before **you** can take any legal action against the **insurer**. The arbitration proceedings shall take place in the United Kingdom and be subject to the law of England and Wales.

10. Policy Voidable

This policy shall be voidable in the event of;

- a) Misrepresentation, mis-description, or non disclosure by **you** of any information relating to this Insurance and/or Claim.
- b) Unless otherwise agreed by the **insurer** in writing, this policy shall be avoided in respect of any **equipment** which is altered after the commencement of this policy in such a way that the risk or the occurrence of an **insured event** is increased.
- c) **Your** interest in the **equipment** ceases

11. Fraud

You must not act in a fraudulent manner. If **you** or anyone acting for **you** make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect, or make a statement in support of a claim knowing the statement to be false in any respect, or submit a document in support of a claim knowing the document to be forged or false in any respect, or make a claim in respect of any loss or damage caused by **your** wilful act or with **your** connivance then the **insurer**:

- i) Will not pay the claim
- ii) Will not pay any other claim which has been or will be made under the policy
- iii) Will be entitled to recover from **you** the amount paid under the policy since the last renewal date
- iv) May at the option of the **insurer** declare the policy void
- v) Will not make any refund
- vi) May inform the police of the circumstances

12. Special Terrorism Provision

Notwithstanding Exclusion 6 below, this policy covers an **insured event** occurring with in the **territorial limits** occasioned by or happening through or in consequence of **terrorism**. The **insurer's** total liability under the policy (or if more than one policy has been issued, across all policies) in respect of all losses arising out of one occurrence of **terrorism**, subject to all other provisions of this policy including those relating to any contribution by you (or contributions, if more than one policy have been issued), shall not exceed the lower of £100,000 (one hundred thousand pounds) in the aggregate or the sum of the limits of liability stated in all policies, if more than one policy has been issued.

13. Legal

This policy may only be relied on and enforced by **you** and the **insurer** and shall not be directly or indirectly enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

14. Governing Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **insured's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

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**; or
- 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 **policy 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 Risk

Subject to Exclusion 6 below, an **insured event** occurring as a result of war, invasion,

acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.

6. Terrorism

An **insured event**:

- a) subject to the special **terrorism** provision above, United Kingdom of England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle Man occasioned by or happening through on consequence directly or in directly of **terrorism**; and
- b) in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
 - i) Civil Commotion or
 - ii) **terrorism**

In any action, suit or other proceedings where the **insurer** alleges that by reason of this exclusion and **insured event** is not covered by this policy or is covered only up to a specified limit of liability), the burden of proving that such **insured event** is covered (or is covered beyond that limit of liability) will be on **you**.

7. Nuclear risk

Damage or destruction caused by, contributed to or arising from:

- a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

8. Sonic boom

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

9. 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).

10. Consequential loss

Any consequential loss or damage arising from the **insured event** or from any cause whatsoever. Consequential loss shall include, but not be limited to, any financial loss or the cost of business interruption arising from the loss of use of the **equipment**, or the loss of information contained in or stored on the **equipment**, any time and cost involved in reinstating such information and any liability to any third party for delay or non performance of any contract with the third party. Consequential loss shall also include loss of use of any item of **equipment** (not itself subject to an **insured event**) due to its incompatibility with any item of **equipment** repaired or replaced pursuant to this policy.

11. 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

Summit Insurance Services Limited 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 Manager, CompuCover c/o the **administrator** (or telephone 01788 563100).

Summit Insurance Services promise to **you** that we 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 our mistakes,
- f) Use information from complaints to continuously improve our service.

In the event **you** remain dissatisfied and wish to make a complaint, **you** can do so by contacting the following:

The Head of Claims
UK Underwriting Ltd
2 Gibraltar House
Bowcliffe Road
Leeds LS10 1HB

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
Docklands,
London, E14 9SR.
Tel: 0845 080 1800

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

COMPENSATION SCHEME

Fortis Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

Data Protection Act

Please note that any information provided to **us** will be processed by **us** and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

To help **us** improve our Service, **we** may record or monitor telephone calls.