

Accidental Damage

Terms and Conditions

MENDIT COMPUTER ACCIDENTAL DAMAGE ONLY POLICY WORDING

This Policy is arranged by Summit Insurance Services Limited and is underwritten by UK General Insurance Limited on behalf of: Great Lakes Reinsurance (UK) SE, Registered in England No. SE000083. Registered office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

Summit Insurance Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

Understanding Your Policy

Please read this policy carefully and make sure **you** understand fully and comply with its 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 brought, 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** 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, maybe 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.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- Supply accurate and complete answers to all the questions **we** or the **administrator** may ask as part of **your** application for cover under the policy;
- To make sure that all information supplied as part of **your** application for cover is true and correct;
- Tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim. 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 MendIT c/o the **administrator** within 14 (fourteen) days of issue and **we** will refund **your** premium in full.

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the **insurance**.

The **insurer** shall not be bound to accept renewal of any **insurance** and may cancel any **insurance** document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- Fraud
- Non-payment of premium
- Threatening behaviour
- Non-compliance with policy terms and conditions

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.

Consequential loss means any other costs that are directly or indirectly caused by the event which led to **your** claim unless specifically stated in this policy. E.g. Cost of business interruption arising from the loss of use of the **equipment**.

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 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** which is 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.

Property means the building located at the address shown in the **policy schedule**.

Territorial Limits means the United Kingdom of England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man. Cover is also provided in any other country which **you** are temporarily present with the **equipment** provided **you** are a resident of the **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** arm's length reach.

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

We/Us/Insurer means UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

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, at 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 endeavour 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;
- The total liability of the **insurer** for any claim will not exceed the sum insured of the **equipment** being claimed for.

This is to certify that the **insurer**, in consideration of the premium specified on **your policy schedule**, agrees to indemnify **you** on this **insurance** in respect of an **insured event**.

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

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;
- When requested to do so, and within 14 days of receiving such request, deliver to the **administrator** a written statement of all 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 required by the **insurer**;
- If **your** policy is subject to either Voluntary or Mandatory protective cases as set by **your administrator**, then in the event of a claim **we** may require **you** to provide the case in question for inspection in addition to the damaged item. Failure to comply with this may invalidate **your** claim.

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

UK General Insurance Limited and the **administrator** are **insurers** agents and in the matters of a claim act on behalf of the **insurer**.

If **your** policy is subject to either Voluntary or Mandatory protective cases as set by **your administrator**, then in the event of a successful claim under this policy **we** may require **you** to purchase a new case as the successful claim will have compromised the integrity of the case. Failure to do so and to provide proof of this when requested will result in any future claim on the item being declined.

2. Other Insurers

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**.

3. Other Precautions

You shall take all precautions to prevent the occurrence of an **insured event**. This includes handling and/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 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.

7. 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.

8. 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 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.

9. Policy Voidable

This policy shall be voidable in the event of:

- a) Misrepresentation or mis-description 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 voided 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.

10. 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** willful act or with **your** connivance then the **insurer**:

- a) Will not pay the claim
- b) Will not pay any other claim which has been or will be made under the policy
- c) Will be entitled to recover from **you** the amount paid under the policy since the last renewal date
- d) May at the option of the **insurer** declare the policy void
- e) Will not make any refund;
- f) May inform the police of the circumstances.

11. 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.

12. Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

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
- 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**
- h) Failure to maintain the **equipment** in a protective case specified by the **administrator**.

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 where the loss has occurred from the motor vehicle, unless the **equipment** has been concealed in a locked boot, locked glove compartment and all the vehicle's windows and doors were closed and locked and all the security systems had been activated
- 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 **property** 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**;
- 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

Any direct or indirect consequences of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

6. Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. **We** will, however cover any loss or damage (but not related cost or expense, caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion).

7. Radiation

Any direct or indirect consequence of:

- a.) Irradiation, or contamination by nuclear material; or
- b.) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- c.) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

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. Electronic Data

Any consequence, however caused, including but not limited to Computer viruses in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic data shall mean the facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, computer virus shall mean a set of corrupting, harmful, or otherwise unauthorized instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

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 dealings with customers. It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this **insurance** or the handling of a claim **you** should follow the Complaints Procedure below:

The contact details are:

Summit Insurance Services Ltd
The Robbins Building
Albert Street
Rugby
Warwickshire
CV21 2SD
Tel: 01788 563100
Email: complaints@compucover.co.uk

In all correspondence please state that **your insurance** is provided by UK General Insurance Limited and quote scheme reference 02306.

If **your** complaint cannot be resolved by the end of the next working day, Summit Insurance Services Limited will pass it to:

Customer Relations
Department UK General
Insurance Limited Cast House
Old Mill Business
Park Gibraltar Island
Road Leeds
LS10 1RJ
Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

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 and have an annual turnover of less than €2million and fewer than ten staff.

You may contact the Financial Ombudsman Service at:

The Financial Ombudsman
Service, Exchange Tower
Harbour Exchange
Square London
E14 9SR
Tel: 0300 123 9 123

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

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

Great Lakes (UK) SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the unlikely event that Great Lakes Reinsurance (UK) SE cannot meet its financial responsibilities. The FSCS will meet 90% of **your** claim without any upper limit. **You** can obtain 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. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

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