

Refurbished Accidental Damage and Theft Insurance

Policy Wording

MENDIT COMPUTER ACCIDENTAL DAMAGE & THEFT POLICY WORDING

This insurance was arranged by Summit Insurance Services Limited, who is also the policy **administrator** and the company that will handle any claims. Summit Insurance Services Limited is referred to as the **administrator** in this Policy Wording and **you** can contact them at:

Address: Summit Insurance Services Limited, Suite 2, Bloxam Court, Corporation Street, Rugby, Warwickshire CV21 2DU.
Tel: 01788 563 100 The insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited. Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Lloyd's Syndicate 444 is referred to as "**we**", "**us**" and "**our**" in this Policy Document.

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.

All insurance documents and all communication with **you** about this policy will be in English.

How To Make A Claim

To make a claim, call Summit Insurance Services Limited on 01788 563111. Lines are open between 9am and 5pm Monday to Friday. Alternatively, please write to Corporation Street, Rugby, Warwickshire CV21 2DU.

The Insurance Contract

This Policy Document and **your Insurance Schedule** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Document carefully along with **your Insurance Schedule** so **you** can be sure of the cover provided and to check that it meets **your** needs.

This Policy Document and **your Insurance Schedule** are issued to **you** by Summit Insurance Services Limited in its capacity as agent of the Insurers under contract reference B6839 / EW001. In exchange of **your** paying the premium amount referenced in **your** Insurance Schedule, **you** are insured in accordance with the Terms & Conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.



Signed by
David Milner, Managing Director, Summit Insurance Services Limited

The Policy

The **insurer** will provide the Insurance described in this policy for the **period of cover** that is shown in the **Insurance 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 **Insurance 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** 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.

Eligibility for Cover

It is a condition precedent to our liability under this insurance contract that the following matters are true and accurate:

- Your equipment** must not have been lost, stolen or damaged before the start date of this insurance.
- You** must own the **equipment** to be insured, which must not have been purchased at auction or from an online auction website.
- Your equipment** must have been purchased within the United Kingdom, the Isle of Man or the Channel Islands and be no more than 36 months from the original manufacturers date.
- You** registered address must be in the United Kingdom, the Channel Islands or the Isle of Man.

If **you** do not meet the eligibility requirements above **we** will not provide any cover under this policy.

Please contact the **administrator** as soon as possible if **you** are unable to meet the eligibility requirements, or if you have any queries.

CONSUMER INSURANCE ACT

Under the Insurance Act 2015, **you** have a duty to make a fair presentation of the risk to **us** before this policy starts, at each renewal of the policy, and when **you** make any amendment(s) to **your** cover. This means **you** must:

- Disclose all material facts which **you** know or ought to know.
- Make the disclosure in a reasonably clear and accessible way; and
- Ensure that every material representation of fact is substantially correct, and made in good faith.

A "material fact" is information that would influence our decision as to whether to insure **you** and if so, on what terms.

For the purposes of the duty of fair presentation, **you** are expected to know the following:

- a) If **you** are an individual (such as a sole trader or an individual partner):
- what is known to **you** and anybody who is responsible for arranging this insurance; or

If **you** are not an individual (such as a limited company or a partnership):

- what is known to anybody who is part of **your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **your** activities are to be managed or organised), or anybody who is responsible for arranging this insurance;

b) What should reasonably be revealed by a reasonable search of information available to **you**. The information may be held within **your** organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the insurance is intended to insure subsidiaries, affiliates or other parties, **you** are expected to have included them in **your** enquiries, and inform **us** if **you** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

If **you** breach **your** duty to make a fair presentation of the risk to **us**, then

Where the breach was deliberate or reckless, **we** may avoid this policy and refuse all claims, and keep all premiums paid; Where the breach was neither deliberate nor reckless, and but for the breach:

- **we** would not have agreed to provide cover under this policy on any terms, **we** may avoid this policy and refuse all claims, but will return any premiums paid;
- **we** would have agreed to provide cover under this policy but on different terms (other than premium terms), **we** may require that this policy includes such different terms with effect from its commencement, and/or
- **we** would have agreed to provide cover under this policy but would have charged a higher premium, **our** liability for any loss amount payable shall be limited to the proportion that the premium **we** charged bears to the higher premium **we** would have charged. For example if due to a breach of fair presentation **we** charged a premium of £150.00 but **we** should have charged £200.00, for a claim submitted and agreed at a settlement value of £3,000, **you** will only be paid £2,250.

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**.

Active war means **your** active participation in a **war** where **you** are deemed under English Law to be under instruction from or employed by the armed forces of any country.

Administrator means the party, person or company who arranged this insurance on **your** behalf. This is Summit Insurance Services Limited, Suite 2, Bloxam Court, Corporation Street, Rugby, Warwickshire CV21 2DU Tel: 01788 563 100

Authorised person means:

- a) if **you** are an educational establishment (including a school, college or university), this means a registered employee or a student authorised to use an item of **equipment**; and
- b) if **you** are a company, partnership, public or private sector organisation, government authority, charity or club, this means a registered employee.

Evidence of ownership means an original purchase receipt which includes the details of an item of **equipment** or a similar document which provides proof that **you** own the **equipment**. The **equipment** cannot have been purchased second hand, at auction or from an online auction website.

Equipment means the item(s) insured by your insurance policy which are specified on your Insurance Schedule.

Insurance Schedule means the document which names **you** as the policyholder and sets out what this policy covers **you** for. It will confirm the **period of cover**, the items of **equipment** insured by this policy and the **item sum insured**. **Your Insurance Schedule** will be replaced whenever **you** make any changes to the policy.

Item sum insured means the maximum **we** will pay in the event of a claim for that item of **equipment**.

Nuclear risks means ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Period of cover means the period between the start date and end date stated on the **Insurance Schedule**.

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

Violent and forcible entry means the unlawful entry to a property which is gained by violent means. For example, by forcing open a door or breaking a window to gain access.

War means:

- (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 assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- (b) Any act of terrorism, or
- (c) Any act of war or terrorism involving the use of, or release of, a threat to use any nuclear weapon or device or chemical or biological agent.

You/Your/Yourself means the individual or business specified on the Insurance Schedule who owns the insured equipment, applied for this insurance and has paid the appropriate premium.

We/Us/our/Insurer means Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents 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, at its sole discretion:

- a) Pay the cost of the repair of the **equipment** by a qualified repair engineer authorised by the **insurer**; or replace the **equipment** with equipment of a similar specification;
- b) 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;
- c) The **insurer** is not liable for the payment of Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT;
- d) 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;
- e) 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 **insurance schedule**, agrees to indemnify **you** on this insurance in respect of an **insured event**.

GENERAL CONDITIONS

Locations Where Cover is Provided

Cover applies in any country. However, a replacement or repair can only be dealt with once an item of **equipment** is back in the United Kingdom, the Channel Islands or the Isle of Man and all repairs must be carried out by a repairer approved by **us**.

Transferring Your Policy

This insurance cannot be transferred to anyone else unless you inform **us** in writing and receive confirmation that your request is acceptable to **us**.

EXCLUSIONS – WHAT IS NOT COVERED

Accidental and Malicious Damage

We will not pay for any claim:

- a) caused by **you** deliberately damaging or neglecting an item of **equipment**;
- b) caused by **you** not following the manufacturer's instructions;
- c) caused by routine servicing, inspection, maintenance or cleaning;
- d) caused by, or arising from, a manufacturing defect or recall;
- e) for the replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials.
- f) resulting from repairs carried out by a repairer not authorised by **us**;
- g) if the IMEI or serial number cannot be determined from an item of **equipment**, or if the IMEI or serial number has been tampered with in any way;

- h) resulting from wear and tear or the gradual deterioration of performance; or
- i) for the scratching, denting or marking of an item of **equipment** which affects the appearance of that item but does not affect its performance or functionality in any way.
- j) for malicious damage unless the incident is reported to the police within 24 hours of **your** discovery of the incident and **you** obtain a crime reference number from the police.

Theft

We will not pay for any claim:

- a) if an item of **equipment** is stolen from a motor vehicle (including a motorcycle) unless all windows and doors were closed and locked (where the vehicle has windows and doors) and all security systems activated;
- b) if an item of **equipment** is stolen from an unoccupied premises, unless there is evidence of **violent and forcible entry** to the premises;
- c) if the incident is not reported to the police within 24 hours of **your** discovery of the incident and **you** do not obtain a crime reference number or lost property reference from the police.

General Exclusions applicable to all types of cover

We will not provide any cover for:

- a) Any claim if **you** do not meet the eligibility requirements for this policy.
- b) Damage or theft as a result of **you** or an **authorised person** not taking care of an item **equipment**.
- c) Any claim which happens while an item of equipment is in the possession of anyone other than **you** or an **authorised person**.
- d) Any claim which is covered under the warranty or guarantee provided by the manufacturer or retailer.
- e) Additional equipment or accessories which are used with an item of **equipment**.
- f) Any claim resulting from the failure of an item of **equipment** to correctly recognise or process any calendar date or time.
- g) Value added tax (VAT) if **you** are registered for VAT with HM Revenue and Customs.
- h) Any additional carriage costs if an item of **equipment** needs to be collected from, or delivered to, an address outside the United Kingdom, Channel Islands or Isle of Man.
- i) Any costs or expenses which are not directly associated with the incident which caused the claim. For example, the cost of replacing any data or software which was stored on an item of **equipment**.
- j) Reconnection costs or subscription fees of any kind.
- k) Any loss other than the cost of repairing or replacing an item of **equipment**.
- l) Any liability arising out of **your** use or ownership of an item of **equipment**, including any illness or injury resulting from it.
- m) **War** or acts of **terrorism**.
- n) **You** or an **authorised person** engaging in **active war**.
- o) **Nuclear risks**.
- p) Damage resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

MAKING A CLAIM

Who to contact

To make a claim, call the **administrator** on 01788 563 111. Lines are open between 9am and 5pm Monday to Friday. Alternatively, please write to: Summit Insurance Services Limited, Suite 2, Bloxam Court, Corporation Street, Rugby, Warwickshire CV21 2DU.

Calls may be recorded for training, compliance and fraud prevention purposes.

Things You Must Do

You must comply with the following conditions. If **you** fail to do so and this affects the ability of the **administrator** to fully assess your claim or keep **our** losses to a minimum, **we** may not pay **your** claim or any payment could be reduced.

- a) All claims must be reported to the **administrator** as soon as possible but in any event, within 14 days of **you** becoming aware of an incident. **You** must complete a claim form (in full) and provide at **your** own expense, any information and assistance which the **administrator** requires to establish the amount of any payment under **your** insurance. **You** must provide **evidence of ownership** of an item of **equipment** to support any claim, and any other receipts or documents that the **administrator** may request. If **you** cannot provide **evidence of ownership**, **your** claim will not be valid.
- b) All thefts and any malicious damage must be reported to the police within 24 hours of **your** discovery of the incident. **You** must provide the **administrator** with a crime reference number.
- c) the **administrator** with a crime reference number.
- d) If an item of **equipment** is damaged, **you** must provide the item for inspection and repair.
- e) If an item of **equipment** is found after the **administrator** has settled a claim for the theft of an item, **you** must inform the **administrator** and return the item if asked. **We** will pay the cost of returning the item.

Manufacturer's Warranty

If an item of **equipment** is damaged and is still within the manufacturer's warranty period, **you** should follow the warranty returns process specified by the manufacturer.

If any repairs authorised under this insurance invalidate the manufacturer's warranty, **we** will repair or replace an item of **equipment** in accordance with the terms of the manufacturer's warranty for the unexpired period of the manufacturer's warranty.

Other Insurance

If, at the time of a valid claim under this policy, 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.

You may be asked to provide details of any other contract, guarantee, warranty or insurance which applies to an item of **equipment**.

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 made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- a) not pay **your** claim; and
- b) recover (from **you**) any payments **we** have already made in respect of that claim; and
- c) terminate **your** insurance from the time of the fraudulent act; and
- d) inform the police of the fraudulent act. If your insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any **incident** which happens after that time and may not return any of the insurance premium(s) already paid.

Replacement Equipment

We will attempt to replace an item of **equipment** with an identical fully refurbished item of the same age and condition, but it may not be the same colour.

In the unlikely event that this is not possible, the **administrator** will provide you with a new or fully refurbished item of a comparable specification or the equivalent value, taking account of the age and condition of an item of **equipment** immediately before your claim.

Replacement **equipment** will automatically be covered for the remainder of the **period of cover**.

CANCELLATION

Your Cancellation Rights

You can cancel **your** policy within 30 days of the policy start date or, if later, 30 days of the date **you** receive this Policy Document. **We** will refund any premiums **you** have paid as long as you have not made a claim and do not intend to make a claim.

You can also cancel **your** policy at any other time and providing that no claim has been made, **you** will be entitled to a portion of your premium back for the unexpired **period of cover**. This will be based on the number of days remaining until the expiry date, less an administration fee applied by the **administrator** of £10.

The Insurers' Cancellation Rights

We reserve the right to cancel this policy immediately if **you** commit fraud.

We may also cancel **your** policy if there is a change to the risk which means **we** can no longer provide **you** with insurance cover. If **we** cancel **your** policy for this reason, **we** will give 14 days notice, in writing, to the most recent address **we** have for **you**.

Your policy will end automatically if **you** do not pay any premium when it becomes due. If this happens, **you** will be contacted requesting payment within 14 days. If **we** do not receive payment within this period, **you** will be written to again notifying **you** that **your** policy will be cancelled.

COMPLAINTS PROCEDURE

Our aim is to provide **you** with a high quality service at all times, although **we** do appreciate that there may be instances where **you** feel it is necessary to lodge a complaint.

If **you** do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note that should **you** wish to direct **your** complaint directly to Lloyd's in the first instance, **you** may do so by using the contact information referenced in Step 2 below.

Step 1:

In the first instance, please direct **your** complaint to the **administrator** at:

Summit Insurance Services Limited
Suite 2
Bloxxam Court
Corporation Street
Rugby
CV21 2DU
Tel: 01788 563100
Email: complaints@compucover.co.uk

Step 2:

Should **you** remain dissatisfied with the outcome of **your** complaint from the **administrator**, **your** legal rights are not affected and you may refer **your** complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's Fidentia
House
Walter Burke Way
Chatham Maritime
Kent
ME4 4RN
Tel: +44 (0)20 7327 5693
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint", which is available at the website address above. Alternatively, **you** may ask Lloyd's for a hard copy.

Step 3:

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to an alternative dispute resolution (ADR) body.

If **you** live in the United Kingdom or the Isle of Man, the contact information is:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines).
Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers).
Email: complaint.info@financialombudsman.org.uk
Website: www.financial-ombudsman.org.uk

If **you** live in the Channel Islands, the contact information is:
Channel Islands Financial Ombudsman
PO Box 114

Jersey, Channel Islands

JE4 9QG

Tel: **Jersey** +44 (0)1534 748610, **Guernsey** +44 (0)1481 722218, **International** +44 1534 748610

Fax: +44 1534 747629

Email: enquiries@ci-fo.org

Web: www.ci-fo.org

Alternatively, if **you** purchased **your** insurance online*, please note that **you** can, if **you** wish, also submit **your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU), who have bought goods or services online, get their complaint resolved. **You** can access the ODR Platform at:
<http://ec.europa.eu/consumers/odr/>

This does not affect **your** right to submit **your** complaint following the process above. Please note that under current rules the European Commission will ultimately redirect your complaint to the relevant ADR body detailed above.

* "Online" includes all products sold via a website, email, telephone and social media amongst others with a digital element.

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** obligation 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 NOTICE

We and Summit are the data controllers (as defined by the Data Protection Act 1998 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **your** personal information.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** Privacy Notice which will be available on **our** website from May 2018 www.canopi.us.com.

If **you** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **your** address and a copy will be sent to **you** in the post.

In summary:

We and the **administrators** may, as part of **our** agreement with **you** under this contract, collect personal information about **you**, including:

- Name, address, contact details, date of birth and cover required
- Financial information such as bank details
- Details of any claim

We and the **administrators** will also collect personal information about any additional people who **you** wish to be insured under the policy.

We and the **administrators** may collect and process *your* sensitive personal information, such as information about any criminal convictions or offences, for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to **us** or which process information on **our** behalf (for example, premium collection and claims validation, or for communication purposes related to **your** cover). **We** will ensure that they keep **your** information secure and do not use it for purposes other than those that **we** have specified in **our** Privacy Notice.

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area (“EEA”). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

We and the **administrators** will keep **your** personal information only for as long as **we** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We and the **administrators** will share **your** information if **we** are required to by law. **We** may share **your** information with enforcement authorities if they ask **us** to, or with a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** Privacy Notice, please contact:-

Group Data Protection Officer
Canopus Managing Agents Limited
Gallery 9
One Lime Street
London EC3M 7HA
UK
privacy@canopus.com
T + 44 20 7337 3700

RIGHTS OF THIRD PARTIES

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

For **your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows

him/her to or if the contract confers a benefit upon him/her. However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see www.legislation.gov.uk or contact the Citizens Advice Bureau.

LAW & JURISDICTION

Unless specifically agreed to the contrary, this policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

SANCTIONS

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

SEVERAL LIABILITY

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

THE INSURERS

This insurance is underwritten by Lloyd's Syndicate 4444, which is managed by Canopus Managing Agents Limited. Registered Office: Canopus Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England no. 01514453.

REGULATORY DETAILS

Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847.

The **administrator**, Summit Insurance Services Limited, is authorised and regulated by the Financial Conduct Authority. Firm Reference: 300172.