

Computer Theft and Accidental Damage Insurance

Computer **Theft** and **Accidental Damage** insurance arranged by Burnett & Associates plc with UK Underwriting Ltd on behalf of:

AXA Insurance UK plc, Registered in England No 78950.
Registered Office: 5 Old Broad Street, London, EC2N 1AD.

Burnett & Associates plc, UK Underwriting Ltd and AXA Insurance UK plc are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

UNDERSTANDING YOUR POLICY

Please read this policy carefully and make sure **You** understand and fully comply with its terms and conditions as failure to do so may jeopardise the payment of any claim which might arise and could lead to the policy becoming void. Please ensure **You** keep it in a safe place so **You** can read it again if **You** need to.

THE POLICY

This policy is evidence of a contract of insurance. This policy will only become effective when **We** have received payment in full and received and accepted **Your Proposal**. **We** will provide the insurance as stated in this policy. **Your Proposal**, which includes the signed declaration and the undertaking to pay the premium, together with the policy summary is the basis of the contract and form part of the policy.

The policy contains details of the insurance cover **You** have bought, what is excluded from the cover and the conditions of this insurance and should be read in conjunction with the policy schedule.

This insurance is designed to pay for the **Repair Costs** or, at **Our** option, the **Replacement Costs** incurred as a result of **Theft, Fire, Flood, Accidental** or **Malicious Damage** as defined in this policy.

THE POLICY SCHEDULE

This must be kept with the policy and contains **Your** details, **Equipment** details and the **Period of Insurance**.

Please check that the information contained in the schedule is correct and that it meets **Your** requirements. If it does not, please contact the **Administrator**.

Insured: _____ **Period of Insurance:** _____

Company: _____ **From:** _____

LOCATION: _____ **To Midnight:** _____

Premium £ _____ **Inc IPT** _____ **Policy Number:** _____

<u>Registered Equipment</u>	<u>Serial Number</u>	<u>Sum Insured</u>	<u>Single Claim Limit</u>
------------------------------------	-----------------------------	---------------------------	----------------------------------

THE LAW APPLICABLE TO THIS POLICY

You and **We** are free to choose the laws applicable to the policy. As **We** are based in England, **We** propose to apply the laws of England and Wales and by receiving or purchasing this policy **You** have agreed to this.

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 purpose for which it was intended, is not as described or is not of satisfactory quality.

DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this insurance and will appear with a capital letter and in bold.

1. **Accidental Damage** means any damage to the **Equipment**, which was not deliberate or bound to happen.
2. **Administrator** means Burnett and Associates, 39 – 41 Victoria Road, Woolston, Southampton SO19 9DY. Customer Services telephone number 023 8044 2227.
3. **Proposal** means any signed application and declaration together with any additional information **You** may have supplied to **Us** in support of **Your** request for insurance.
4. **Claims Office** means the office, which deals with claims matters arising from this policy and the address and telephone number are detailed in this document under claims procedure.
5. **Component(s)** means any mechanical, electrical or electronic part, which forms part of the **Equipment's** original specification, insured under this policy as defined on the policy schedule.
6. **Computer Virus** is a self-replicating program that spreads by inserting copies of itself into other executable code or documents that is loaded onto **Your** computer without **Your** knowledge and runs against **Your** wishes.
7. **Fire Damage** means any damage caused to the **Equipment** by an ignition of flammable materials, which was accidental and unforeseen.
8. **Flood Damage** means permanent or irrecoverable damage to the **Equipment** which stops the **Equipment** functioning as it was designed to, caused by the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam in addition to inundation from the sea.
9. **Geographical Limits** means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
10. **Indemnity/Indemnified** means if **We** pay to have **Components** on the **Equipment** replaced or repaired resulting in the **Equipment** being in a better condition than it was before the **Theft, Fire, Flood, Malicious** or **Accidental Damage**, **You** may be required to pay a contribution towards the cost, or **We** may at **Our** option use reconditioned **Components**.
11. **Equipment** means a computer or electronic equipment plus accessories supplied to **You** and as stated on the policy schedule.
12. **Malicious Damage** means any **Accidental Damage, Fire Damage** or **Flood Damage** to the **Equipment** deliberately caused by any third party without **Your** knowledge.
13. **Period of Insurance** means the dates shown on the policy schedule.
14. **Repairer** means any full-time business providing an **Equipment** repair service authorised by **Us**.
15. **Repair Cost** means the cost of both repair materials and labour (including VAT where appropriate) necessitated in rectifying the **Fire, Flood, Malicious** or **Accidental Damage**.
16. **Replacement Cost** means the cost of replacement **Equipment** or **Components** of similar make and quality as the **Component** that had suffered **Theft, Fire, Flood, Malicious** or **Accidental Damage** including the labour cost of fitting the new **Component**, in line with part manufacturer list prices.
17. **Single Claim Limit** is the maximum amount that can be claimed for any one claim during the **Period of Insurance** for any **Theft, Fire, Flood, Malicious** or **Accidental Damage** and is stated on the policy schedule.
18. **Sum Insured** is the maximum amount that can be claimed in total during the **Period of Insurance**, and is stated on the policy schedule.
19. **Theft** means the dishonest removal of the **Equipment** from **Your** possession by a third party.
20. **We/Us/Our** means UK Underwriting Ltd on behalf of AXA Insurance UK plc, Registered in England No 78950. Registered Office: 5 Old broad Street, London EC2N 1AD.
21. **Wear and Tear** means the gradual deterioration associated with normal use and age of the **Equipment** and its **Components**.
22. **You/Your/Yourself** means the policyholder as named in the policy schedule.

WHAT IS COVERED

Cover a. Fire, Flood, Malicious or Accidental Damage cover

If the **Equipment** suffers **Fire, Flood, Malicious or Accidental Damage**, **We** will **Indemnify You** for either the parts and labour cost of repairing the **Equipment** or, at **Our** choice, for the cost of a replacement **Equipment** of the equivalent general specification and for the courier costs, during the **Period of Insurance**, whilst the **Equipment** is within the **Geographical Limits**, subject to the conditions and exclusions set out in this policy.

You are **Indemnified** against **Repair or Replacement Costs** up to the **Single Claim Limit** and the **Sum Insured**.

Specific exclusions applying to Fire, Flood, Malicious or Accidental Damage cover

We shall not be liable in respect of:

- **Damage to Equipment** that is not suitably stored or packed whilst in transit.
- **Damage to the Equipment** whilst on hire or loan to any third party other than any authorised user agreed by **Us**.
- **Wear and Tear**.
- **Damage** occurring from the **Equipment** being left on any motor vehicle.
- Repair or replacement of Bluetooth, wireless modem, LAN or other connectivity devices not supplied as part of the **Equipment**.

Cover b. Theft Cover

If the **Equipment** is stolen during the **Period of Insurance**, whilst the **Equipment** is within the **Geographical Limits**, **We** will replace the **Equipment** with **Equipment** of the equivalent general specification and the courier costs subject to the conditions and exclusions set out in this policy.

You are **Indemnified** against **Replacement Costs** up to the **Single Claim Limit** and the **Sum Insured**.

Specific conditions applying to Theft cover

1. The possible or actual **Theft** of the **Equipment** must be reported as soon as is practicable to the emergency number provided to **You**. If the **Equipment** is subsequently retrieved or returned it will become **Our** property.
2. **You** must, as soon as is practicable, and in any case within 24 hours of discovering the **Theft**, report the occurrence to the Police or other relevant authority and obtain an incident report number.

Specific exclusions applying to Theft cover

We shall not be liable in respect of:

- **Theft** of the **Equipment** whilst kept in an unattended motor vehicle unless the vehicle is locked, the **Equipment** is placed out of sight and all protections put into operation so that forced entry into the vehicle is required. A copy of the repairer's account for such damage to the vehicle must be submitted with any claim made.
- **Theft** of the **Equipment** from any motor vehicle between 22.00 hours and 06.00 hours.
- **Theft** of the **Equipment** left on any motor vehicle.
- **Theft** of the **Equipment** from any property or premises unless such **Theft** has occurred through forced and violent entry or exit. A copy of the repairer's account for such damage to the property or premises must be submitted with any claim made.
- **Theft** of the **Equipment** whilst on/in any form of public conveyance or public place save where the **Equipment** is taken from **You** by actual or threatened force.
- **Theft** of the **Equipment** whilst on hire or loan to any third party other than any authorised user as agreed by **Us**.
- Lost or misplaced **Equipment**.

Cover c. Worldwide use

The **Geographical Limits** shall be extended to include worldwide for a period of up to a maximum 90 days during any one **Period of Insurance**.

GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS OF COVER

We shall not be liable in respect of:

- Any item not included on the policy schedule.
- Damage to any additional equipment or accessories including but not limited to carrying cases, battery chargers (other than those supplied as original equipment with the **Equipment**, and identified from the policy schedule or additional **Equipment** as identified on the policy schedule), hands free mounting kit or external antennae.
- The excess.
- Any **Equipment** not owned by **You** or **Your** responsibility under any finance or hire agreement.

GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS OF COVER (Cont.)

- Loss of use of the **Equipment** or consequential loss of any kind.
- **Fire, Flood, Malicious** or **Accidental Damage** or **Theft** arising outside of the **Geographical Limits**.
- Costs recoverable from any party under the terms of any guarantee or warranty (or which would be recoverable but for the act or omission of **You**).
- Any reduced performance or efficiency of the **Equipment**.
- Any costs incurred either by or in the process of installing the **Equipment** or in subsequently relocating it.
- Any associated charges levied by any provider to **You**.
- Repairs and maintenance carried out by anyone other than a **Repairer** nominated by the **Administrator** and accepted by **Us**.
- Any costs relating to software or data changes.
- Any costs incurred where it is found that the **Equipment** is functioning normally or where no fault or damage is found and the **Equipment** has not suffered **Fire, Flood, Malicious** or **Accidental Damage** or **Theft**.
- **Fire, Flood, Malicious** or **Accidental Damage** or **Theft** caused by negligence, abuse or misuse in respect of the **Equipment** including but not limited to:
 - Failure to use or site the **Equipment** in accordance with manufacturer's instructions and failure to follow maintenance recommendations;
 - The use of accessories or equipment not approved by the manufacturer or incorrect connections of signal leads or application of incorrect electrical supply;
 - Faulty software or programming or electrical power surge or fluctuation.
- The cost of remedying or making good solely due to:
 - **Wear and Tear**, gradual deterioration or oxidation;
 - Gradually developing defects, cracks, flaws or fractures;
 - Scratching or chipping of any surfaces or cosmetic damage.
- The cost of maintenance, overhaul or modification or damage resulting from maintenance, overhaul or modification.
- **Fire, Flood, Malicious** or **Accidental Damage** or **Theft** directly or indirectly caused by or contributed to, by, or arising from:
 - War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
 - Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- Loss of or damage to data carrying material.
- This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any **Computer Virus** or similar mechanism or as a result of any failure of the Internet, or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- External data carrying materials and any computer program or data information recorded thereon unless stated above.
- The costs of rectifying programming errors or design defects in software.
- Any expenditure in consequence of the use by **You** of software in respect of which development has not been finalised or which has not passed all testing procedures or which has not been successfully proven.
- Any expenditure in consequence of failure to comply with manufacturer's recommendations relating to storage of computer media.
- The value to **You** of data stored on the **Equipment**.

GENERAL CONDITIONS APPLYING TO ALL SECTIONS OF COVER

You must comply with the following instructions to have the full protection of **Your** policy. If **You** do not comply with them, **We** may at **Our** option cancel the policy, refuse to deal with **Your** claim, or reduce the amount of the claims payment.

The cost of repair and the cost of replacement **Equipment** shall be on the basis agreed between the supplier and **Us** from time to time.

The observance and fulfilment of the conditions of the certificate by **You** insofar as they relate to anything to be done or observed by **You** shall be a condition precedent to any liability hereunder.

Please note: **We** do not accept responsibility for faults in workmanship or materials, or any consequential loss in repairs paid for by **Us** on **Your** behalf. It is **Your** responsibility to meet any charges in excess of, or rejected as not being **Our** liability.

GENERAL CONDITIONS APPLYING TO ALL SECTIONS OF COVER (Cont.)

You must take all reasonable steps to prevent loss, **Theft, Fire, Flood, Malicious** or **Accidental Damage** to the **Equipment**, or memory including but not limited to:

- Keeping the **Equipment** in a proper state of maintenance and repair;
- Using the **Equipment** in accordance with manufacturer's instructions and maintenance recommendations;
- Notify any claim to the **Administrator** either by telephone or at the address provided to **You** and submit a completed claim form to the **Administrator** as soon as reasonably possible and in any event within 30 days;
- Provide at **Your** expense all details that **We** may require concerning the cause and amount of the **Theft, Fire, Flood, Malicious** or **Accidental Damage**.

1. Duty of care

The cause of any warning light, text box or other warning indicator must be rectified as soon as is possible following the indication. The **Equipment** must not be operated after any **Fire, Flood, Malicious** or **Accidental Damage** or incident if this could cause further damage to **Equipment**.

2. 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 **We**:

- will not pay the claim
- will not pay any other claim which has been made or will be made under the policy
- will declare the policy void
- will be entitled to recover from **You** the amount of any claim already paid under the policy
- will not make any return of premium
- may inform the Police of the circumstances.

3. Cancellation

You may cancel the policy at any time by giving 14 days notice in writing to **Us** by recorded delivery.

If **You** cancel within the first 14 days of receipt of the policy documentation, providing there has been no claim or incident likely to give rise to a claim **We** will refund any premium paid.

If **You** cancel this policy after 14 days of receipt of the policy documentation, no premium refund will be given.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance** no premium refund will be given.

We may also cancel this policy by sending 30 days notice by recorded delivery to **You** at **Your** last known address. If there has been no claim (or claim pending) during the current **Period of Insurance**, **We** will calculate the premium for the period **You** have been insured and refund any balance. If a claim has been submitted during the current **Period of Insurance**, no refund will be given.

4. Duty of disclosure

The policy has been issued based upon information, which **You** have given to **Us** about **Yourself**, and **Your Equipment**. **You** have a duty to tell **Us** immediately of any changes to this information, in particular change of address, as failure to do so may invalidate **Your** cover under this policy. **We** will then advise **You** of any changes in terms.

CLAIMS CONDITIONS AND HOW TO MAKE A CLAIM

You must comply with the following instructions to have the full protection of **Your** policy. If **You** do not comply with them, **We** may at **Our** option cancel the policy, refuse to deal with **Your** claim, or reduce the amount of the claims payment.

If **Fire, Flood, Malicious** or **Accidental Damage** or **Theft** occurs please help the **Claims Office** by reporting **Your** claim according to the following procedure. All claims **MUST** be made as soon as reasonably possible.

1. Prevent further damage

In the event of **Fire, Flood, Malicious** or **Accidental Damage** or operation of a warning hazard light or text box, **You** must not operate the insured **Equipment** further if it would cause additional damage to do so.

2. Contact the Claims Office

Before any work is undertaken **You** are responsible for ensuring that **You** contact the **Claims Office** for authorisation.

The claim notification telephone number: 02380 444 345
 fax number: 02380 442 210
 e-mail address: claims@burnett.co.uk

For claims authorisation, **You** must confirm:

- **Your** policy number and **Equipment** details
- The cause of **Fire, Flood, Malicious** or **Accidental Damage** (if applicable)
- For **Theft**, the crime reference number (if applicable)

If the claim is covered by the policy, authorisation will be given by the **Claims Office** to carry out the repair or replacement. A claims authority number will be issued with an authorised **Repair Cost** or **Replacement Cost**, which is the most **We** will pay for the repair or replacement, subject to **Your Single Claim Limit** and **Sum Insured**.

Authorisation of repairs or replacement will remain valid for 30 days. If no further communication is made during this period the authority will be rescinded and the claim rendered void.

Should **You** decide to give permission to the **Repairer** to commence work, without obtaining an authorisation number from the **Claims Office**, **You** do so in the full knowledge that **We** reserve the right not to meet **Your** claim because **You** have denied **Us Our** right under this policy to agree cover, inspect the **Equipment** and manage costs prior to its repair.

3. Use of an Engineer

At notification of any claim, or following receipt of the estimate, the **Claims Office** reserves the right to:

- Instruct an independent Engineer to inspect **Your Equipment** before authorising any claim; or
- Inspect any **Components**, which have been removed, together with any original documentation, within one calendar month after any repair or replacement has been authorised or carried out.

When this right is exercised **We** shall have no liability for any loss to **You** arising from any possible delay. Any decision on liability will be withheld until this report is received.

4. Salvage

We shall be entitled to take and keep possession of any damaged and replaced **Components** and/or **Equipment** and to deal with the salvage in a reasonable manner. No property may be abandoned to **Us**.

5. Contribution and Indemnity

In the event of **Fire, Flood, Malicious** or **Accidental Damage** or **Theft** to the **Equipment** for which a claim is admitted under this policy the basis upon which the amount payable is to be calculated shall be:

- a) The cost of repair or replacement of the lost or damaged part of the **Equipment** to a condition equal to but not better or more extensive than its condition when new. When replacement parts are not available from the manufacturers or their agents **Our** liability shall be limited to the cost of an equivalent repair to similar **Equipment** of current manufacture.
- b) Where the **Equipment** is lost or in **Our** opinion damaged beyond repair its replacement by **Equipment** of equivalent specification. Where **Equipment** of equivalent specification is not available **We** will pay for similar replacement **Equipment** with the nearest higher specification.

Replacement should be carried out in this way with reasonable despatch. No payment will be made until the cost is actually incurred.

Our liability in respect of any one loss or series of losses arising out of any one occurrence is limited to the **Single Claim Limit** in the certificate of insurance. Payment of a claim made under this insurance shall not reduce the **Sums Insured** except upon written notice by **Us** to the contrary Provided that:

- a) **You** will where the payment exceeds £500 pay such additional premium as may be required by **Us** to reinstate the **Sum Insured** to its level prior to the loss.
- b) **You** take immediate steps to comply with any of **Our** requirements relating to amendments to the protections of the **Equipment**.

6. When the Equipment has been repaired

If **You** are aware, or believe, that the repair is not satisfactory advise the **Claims Office** immediately.

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 purpose for which it was intended, or is not as described or is not of satisfactory quality.

We may take such proceedings as **We** think fit in **Your** name to enforce any rights and remedies against or obtain relief or indemnity from other parties to which **We** shall be or may become entitled or subrogated under this certificate and **You** will at **Our** request and expense do and concur in doing and permit to be done such acts as may be reasonably required by **Us** for that purpose.

If, at the time of **Fire, Flood, Malicious** or **Accidental Damage** or **Theft** of or to the **Equipment**, any other insurance covers the same, **We** shall not be liable to pay or contribute more than **Our** proportions of indemnity for such **Fire, Flood, Malicious** or **Accidental Damage** or **Theft**.

Our liability under this certificate for any **Period of Insurance** shall be conditional upon payment in advance of the appropriate premium due for that period.

COMPLAINTS PROCEDURE

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 in the first instance contact the Managing Director of the **Administrators**, Burnett & Associates Plc. The contact details are:

Managing Director
Burnett & Associates Plc
39/41 Victoria Road
Woolston
Southampton
SO19 9DY

Tel: 02380 442227
Fax: 02380 442210
Email: info@burnett.co.uk

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

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

Claims Manager
UK Underwriting Ltd
2 Gibraltar House
Bowcliffe Road
Leeds
LS10 1RJ

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. 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 also contact the Financial Ombudsman Service.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
Docklands
London
E14 9SR

Tel: 0845 600 6666

This does not affect **Your** statutory rights

Compensation Scheme:

AXA Insurance UK plc are 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 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.