

Accidental Damage & Theft Insurance

Policy Wording





AmTrust International Underwriters

An AmTrust Financial Company

AmTrust International Underwriters Limited agrees to indemnify You as hereinafter provided in accordance with and subject to the terms exclusions and conditions set out herein.

THE UNDERWRITER

This insurance is underwritten by AmTrust International Underwriters Limited, a company registered in Ireland under Registration No. 169384 and whose Registered Office is at 40 Westland Row, Dublin 2, Ireland. AmTrust International Underwriters Limited is authorised and regulated by the Central Bank of Ireland and is licensed to operate in the United Kingdom by the Financial Services Authority, under Registration No 203014. 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. This policy is administered by Burnett & Associates Ltd, Enterprise House, Isambard Brunel Road, Portsmouth, PO1 2RX. Registered in England No. 1472537 and is authorised and regulated by the Financial Conduct Authority.

UNDERSTANDING YOUR POLICY

Please read the 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 that 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. In return for having accepted **Your** premium, We will provide the insurance as stated in this policy. **Your Proposal** and undertaking to pay the premium, where appropriate, is the basis of the contract and forms part of the policy.

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

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** or the **Introducer** who arranged this insurance for **You**.

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, 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 **Theft** or **Accidental Damage** 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 **Theft** or **Accidental Damage**.

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

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:

Accidental Damage	Means the unintentional breakage, destruction or failure of Your Equipment , with visible evidence of an external force being applied, which was not deliberately caused by You , which makes the Equipment unusable including Fire Damage, Flood Damage and Malicious Damage .
Administrator	Means Burnett and Associates, Enterprise House, Isambard Brunel Road, Portsmouth, PO1 2RX. Customer Services telephone number: 0333 999 7902.
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.
Claims Office	Means the office that deals with claims matters arising from this policy and the address and telephone number are detailed in this document under claims procedure.
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.
Computer Virus	Is a self-replicating program that spreads by inserting copies of itself into other executable code or documents, which is loaded onto Your computer without Your knowledge and runs against Your wishes.
Equipment	Means a computer or electronic equipment plus accessories supplied to You and as stated on the policy schedule.

Fire Damage	Means any damage caused to the Equipment by an ignition of flammable materials, which was accidental and unforeseen.
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.
Geographical Limits	Means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
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 Fire, Flood, Malicious or Accidental Damage or Theft , You may be required to pay a contribution towards the cost, or We may at Our option use reconditioned Components .
Introducer	Means the party, person or company who has arranged this insurance on Your behalf.
Malicious Damage	Means any Accidental Damage, Fire Damage or Flood Damage to the Equipment deliberately caused by any third party without Your knowledge.
Period of Insurance	Means the dates shown on the policy schedule.
Repairer	Means any full-time business providing an Equipment repair service authorised by Us .

DEFINITIONS (CONTINUED)

Repair Cost	Means the cost of both repair materials and labour (including VAT where appropriate) necessitated in rectifying Accidental Damage .
Replacement Cost	Means the cost of replacement Equipment or Components of similar make and quality as the Equipment or Component that had suffered Theft or Accidental Damage including the labour cost of fitting any new Component , in line with part manufacturer list prices.
Single Claim Limit	Is the maximum amount that can be claimed for any one claim during the Period of Insurance for any Theft or Accidental Damage and is stated on the policy schedule.
Theft	Means the dishonest removal of the Equipment from Your possession by a third party.
We/Us/Our	Amtrust International Underwriters Ltd Registered in Ireland 169384 Registered Office: 40 Westland Row, Dublin 2, Ireland
Wear and Tear	Means the gradual deterioration associated with normal use and age of the Equipment and its Components .
You/Your/Yourself	Means the policyholder as named in the policy schedule.

WHAT IS COVERED

Accidental Damage	If the Equipment suffers 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 age 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 .
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 age and for 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 .
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 .

WHAT IS NOT COVERED

Specific exclusions applying to Accidental Damage cover

We shall not be liable in respect of:

- Damage to **Equipment** that is not suitably stored or packed whilst in transit or whilst being carried.
- 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.
- Damage to the **Equipment** through the deliberate or wilful act of any authorised user.
- Damage caused by use of the **Equipment** by any authorised user for anything other than its intended purpose.
- Damage to any accessory, including power packs when not accompanied by damage to its attached **Equipment**.

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 unless 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**.

3. General exclusions applying to all sections of this policy

We shall not be liable in respect of:

- Any item not included on the policy schedule.
- **Fire, Flood, Malicious or Accidental Damage or Theft** to any additional equipment or accessories not supplied with the original **Equipment** purchase and detailed on the purchase invoice.
- The excess.
- Any **Equipment** not owned by **You** or **Your** responsibility under any finance or hire agreement.
- Loss of use of the **Equipment** or any additional costs incurred by **You** above the actual cost of **The Repair Cost** or Replacement
- **Fire, Flood, Malicious or Accidental Damage or Theft** arising outside of the **Geographical Limits** but for the act or omission by **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.

WHAT IS NOT COVERED (CONTINUED)

- 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:
- 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**;
- Intentional act or wilful neglect by **You**;
- Intentional or reckless overloading of, or the imposition of any abnormal condition on, the **Equipment**
- 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.
- Damage to **Equipment** that is not suitably stored or packed whilst in transit or whilst being carried
- **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**.

If any claim made under this insurance policy is fraudulent in any respect, or if any fraudulent means or devices are used by You to obtain any benefit hereunder, all benefit under this policy shall be forfeited.

GENERAL CONDITIONS

1. Specific conditions applying to Theft cover

a) The possible or actual **Theft** of the **Equipment** must be reported as soon as is practicable to the **Administrator** or **You're Introducer**. If the **Equipment** is subsequently retrieved or returned it will become **Our** property.

b) 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.

2. General conditions applying to all sections

a) **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 additional costs incurred 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.

b) **You** must take all reasonable steps to prevent loss, **Theft** 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 thirty (30) term time days;

- Provide, at **Your** expense, all details that **We** may require concerning the cause and amount of the **Theft** or **Accidental Damage**.

c) 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**.

d) 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.

GENERAL CONDITIONS (CONTINUED)

e) 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 any change of address. Failure to do so may invalidate **Your** cover under this policy. **We** will then advise **You** of any changes in terms.

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 the policy, cover the Insured Event) Burnett & Associates 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 Burnett & Associates 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 Burnett & Associates, **You**/other insurers and Burnett & Associates may pay their respective contributions direct to the repair company or supplier nominated by Burnett & Associates.

CANCELLATION

You may cancel the policy at any time by giving 30 days notice in writing to **Us** via the **Administrator** or **Introducer** 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 If there has been no claim (or claim pending) during the current **Period of Insurance**, **We** will calculate the pro-rata premium for the period **You** have been insured and refund any balance.

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 pro-rata premium for the period **You** have been insured and refund any balance.

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.

CLAIM 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 within thirty (30) days.

The claim notification telephone number is: 0333 999 791

Fax number: 0333 999 7904

E-mail address: claims@burnett.co.uk

For claims authorisation, **You** must:

- Confirm **Your** policy number and **Equipment** details;
- Confirm the cause of **Accidental Damage** (if applicable);
- For **Theft**, confirm the Crime Reference Number (if applicable);
- Produce **Your** original purchase invoice for the **Equipment**;

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

CLAIM CONDITIONS AND HOW TO MAKE A CLAIM (CONTINUED)

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**.

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:

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 at the time of the **Theft** or **Accidental Damage**. 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.

Where the **Equipment** is lost or in **Our** opinion damaged beyond repair, its replacement will be **Equipment** of equivalent specification and age and at our discretion may be a new or refurbished unit. 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.

6. When the Equipment has been repaired

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

CARING FOR CUSTOMERS – COMPLAINTS PROCEDURE

Our aim is to provide the highest level of service to **You** at all times in dealing with all aspects of **Your** insurance. **We** do, however, realise that things can go wrong occasionally. If **You** feel we have not achieved **Our** aim, please inform **Us**. **Your** feedback enables **Us** to monitor and improve the service **We** provide.

In the first instance, please contact the **Administrator's** Claims Manager or Customer Services Manager either:

- by telephone on 0333 999 7902
- by fax on 0333 999 7904
- by e-mail to admin@burnett.co.uk

CARING FOR CUSTOMERS – COMPLAINTS PROCEDURE (CONTINUED)

If **You** prefer **You** can write to them at:

- Burnett & Associates Ltd, Enterprise House, Isambard Brunel Road, Portsmouth, PO1 2RX

Please ensure that **You** quote **Your** policy number in all correspondence and enclose any evidence or documentation that **You** wish to be considered in reviewing **Your** complaint. The **Administrator** will do their best to resolve Your complaint quickly and with the least inconvenience to **You**, and within the following timescales:

- They will acknowledge **Your** complaint within 2 working days of receipt.
- They will aim to resolve **Your** complaint within 5 working days.
- If further investigation is required, they will aim to resolve **Your** complaint within four weeks of receipt.

If the Administrator is unable to resolve **Your** complaint within these timescales they will write to **You** to let **You** know why they have not been able to do so.

We expect complaints to be satisfactorily resolved at this level; if, however, **You** remain unsatisfied, **You** can take the matter further by writing to The Claims Manager, AmTrust International Underwriters Limited, PO Box 10534, Dublin 2, Ireland, who will arrange an investigation into the matter and respond to **You** directly. If **You** feel that **You** have still not received a satisfactory response, or **Your** complaint has not been resolved within eight weeks of **Our** receiving it, **You** may refer **Your** case to the Financial Ombudsman Service (the FOS), set up by the Financial Services Authority to review unresolved Complaints. The FOS can be reached at: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0207 964 1000

FINANCIAL SERVICES COMPENSATION SCHEME

You may be entitled to compensation from either the Financial Services Compensation Scheme (FSCS) in the UK or from the Insurance Guarantee Scheme (IGS) in Ireland if the **Insurer** cannot meet its liabilities under this policy. The level of compensation provided will depend on the circumstances of the claim. Further information is available from FSCS on +44 207 892 7300.