

POLICY OF INSURANCE

Accidental Damage, Theft & Breakdown



DEFINITIONS

INTRODUCTION

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

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. The following words shall have the meanings given below wherever they appear in bold:

ACCESSORIES

Any item that **You** may attach or connect to **Your Electronic Equipment**. Means chargers, carrying cases, headphones and hands-free mounting kits, USB cables but excluding a SIM Card that were supplied with **Your Electronic Equipment**.

ACCIDENTAL DAMAGE

The unintentional and unforeseen breakage or destruction of **Your Electronic Equipment**, with visible evidence of an external force being applied and which results in the **Electronic Equipment** being unusable.

BREAKDOWN

The failure of any electrical or mechanical component in **Your Electronic Equipment** due to a sudden and unforeseen fault, which causes **Your Electronic Equipment** to stop working in the way the manufacturer intended and which requires repair or replacement before the **Electronic Equipment** can be used again.

COMMENCEMENT DATE

The date **Your** cover begins with **Us**, as detailed in **Your** policy schedule.

COSMETIC DAMAGE

Any damage which is non-structural, including but not limited to scratches, dents and marks, which does not affect the usage of the **Electronic Equipment**.

ELECTRONIC EQUIPMENT

The item or items purchased and owned by **You**, as new and in full working order, from a UK VAT registered company and for which **You** hold **Proof of Purchase**, and that is insured by **Us** as detailed in **Your** policy schedule.

END DATE

The date that all cover under **Your** policy will cease unless **You** advise **Us** that **You** wish to renew **Your** insurance with **Us**.

EXCESS

The amount **You** will be required to pay towards each claim **You** make under this policy and which will be detailed on **Your** policy schedule.

IMMEDIATE FAMILY

Your husband, wife, civil partner, partner, children or parents, who permanently live in **Your** home.

LOSS

Where the **Electronic Equipment** has been accidentally left by **You** in a location and **You** are permanently deprived of its use. Not applicable to laptop computers.

PERIOD OF INSURANCE

The period of time between the **Commencement Date** and the **End Date** which is shown on **Your** policy schedule and that the policy will be in force for.

PROOF OF PURCHASE

An original receipt and any other documentation required to prove where **You** purchased **Your Electronic Equipment** from and that it is owned by **You** or **Your Immediate Family** - including the date of purchase, make, model, serial and IMEI number of **Your Electronic Equipment**, where applicable.

REASONABLE PRECAUTIONS

All measures that would be deemed appropriate to expect a person to take in the circumstances to prevent **Loss, Accidental Damage** or **Theft** of **Electronic Equipment**. This would include but not limited to not using **Your Electronic Equipment** near water or having it on **Your** person whilst playing a contact sport.

REPLACEMENT ITEM

An identical item of **Electronic Equipment** of the same age and condition or if not available, one of comparable specification or the equivalent value taking into account the age and condition of the original item of **Electronic Equipment**.

TERRORISM

Any act including but not limited to the use, or threat, of violence or force by any person or organisation involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

THEFT

The unauthorised dishonest appropriation or attempted appropriation of the **Electronic Equipment** specified on **Your** Insurance Schedule, by another person with the intention of permanently depriving You of it.

UNATTENDED

You must not leave your property unattended if it is in a place where it is accessible to the general public. 'Unattended' means not visible to you and not within your arms' length reach. We will not pay any claims for property left unattended in publicly accessible places. You must act as though you are not insured.

UNAUTHORISED CALLS, TEXTS OR DATA USE

Any calls, texts or data use made from **Your Electronic Equipment** after the time that it was lost or stolen, to the time that it was blacklisted by **Your** airtime provider.

WE, US, OUR, INSURER

UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE.

YOU, YOUR

The insured person, who owns the specified **Electronic Equipment** as stated on **Your** policy schedule.

WHAT IS COVERED

In return for **Your** premium payment **We** will insure **Your Electronic Equipment** for the **Period of Insurance** as stated on **Your** policy schedule, subject to the terms and conditions in this document and any variations and amendments which have been confirmed in writing by **Us**. Please read **Your** policy carefully to ensure **You** understand the cover **We** are providing **You** and that **You** comply with **Our** terms and conditions.

BASIS OF COVER

A) Accidental Damage (This section only applies if shown on Your policy schedule)

We will pay the costs of repairing **Your Electronic Equipment** as a result of **Accidental Damage**. If **We** are unable to economically repair **Your Electronic Equipment** then, at **Our** discretion, a **Replacement Item** will be provided by **Us**.

In addition to claims excluded under the "What is Not Covered" section, **We** will not pay for **Accidental Damage** caused by:

1. deliberate damage or neglect of the **Electronic Equipment**;
2. failure on **Your** part to follow the manufacturer's instructions;
3. inspection, maintenance, routine servicing or cleaning.

B) Theft (This section only applies if shown on Your policy schedule)

We will replace **Your Electronic Equipment** with a **Replacement Item** if it is stolen. Where only part or parts of **Your Electronic Equipment** have been stolen, **We** will only replace that part or parts.

In addition to claims excluded under the "What is Not Covered" section, **We** will not pay for **Theft**:

1. where the **Theft** has occurred from any motor vehicle where **You** or someone acting on **Your** behalf is not in the vehicle, unless the **Electronic Equipment** has been concealed in a locked boot, locked glove compartment or other locked internal compartment and all the vehicle's windows and doors were closed and locked and all security systems had been activated;
2. from any premises, building, land or vehicle unless force, resulting in damage to the building, premises or vehicle was used to gain entry or exit;
3. where the **Electronic Equipment** has been removed from **Your** control or the control of a member of **Your Immediate Family** and has not been left **Unattended** and force and or violence has been used or threatened against **You** or that person;
4. where the **Electronic Equipment** has been left **Unattended** when it is away from **Your** home;
5. where **Reasonable Precautions** have not been taken.

C) **Loss (This section only applies if shown on Your policy schedule)**

If You lose **Your Electronic Equipment**, We will replace it with a **Replacement Item**.

In addition to claims excluded under the "What is Not Covered" section, **We** will not pay for **Loss**:

1. where the **Electronic Equipment** has been left **Unattended** when it is away from **Your** home;
2. where **Reasonable Precautions** have not been taken;
3. where the **Electronic Equipment** is a laptop computer;

D) **Breakdown (This section only applies if shown on Your policy schedule)**

If a **Breakdown** of **Your Electronic Equipment** occurs outside of the manufacturer's guarantee or warranty period **We** will pay the repair costs. If **We** are unable to economically repair **Your Electronic Equipment** then, at **Our** discretion, a **Replacement Item** will be provided by **Us**.

We will not pay for any **Breakdown** claims excluded under the "What is Not Covered" section.

E) **Unauthorised Calls, Texts or Data Use**

Where **Your** item of **Electronic Equipment** is a device where **You** are charged for **Unauthorised Calls, Texts or Data Use** and it is lost or stolen, **We** will refund the cost of any calls, texts or data used after the time it was lost or stolen to the time it was blacklisted by **Your** airtime provider. This is subject to **You** providing an itemised bill. The maximum **We** will pay for any one occurrence is £1000.

In addition to claims excluded under the "What is Not Covered" section, **We** will not pay for any **Unauthorised Calls, Texts or Data Use** where the **Loss** or **Theft** has not been reported to **Your** airtime provider within 24 hours of the **Loss** or **Theft** occurring.

REPLACEMENT CONDITION

This policy is for replacement only and is not a replacement as new policy. If Your Electronic Equipment cannot be replaced with an identical item of Electronic Equipment of the same age and condition, We will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original item of Electronic Equipment. Cover is limited to one replacement per year per item, up to the amount specified in Your policy schedule.

WHAT IS NOT COVERED

1. Repairs or any other costs for:
 - a. cleaning, inspection, routine servicing or maintenance;
 - b. loss or damage arising from a manufacturer's defect or recall of the **Electronic Equipment**;
 - c. replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
 - d. any repairs carried out without prior authorisation from **Us**;
 - e. wear and tear to the **Electronic Equipment** and/or gradual deterioration of performance;
 - f. **Cosmetic Damage**.
2. Any claim if the serial number, IMEI (international mobile equipment identity) or sim card has been tampered with in any way;
3. Any claim made, or any event causing the need for a claim to be made, that occurs within the first 14 days of the **Commencement Date** of the policy, or within 14 days of the change or addition of **Electronic Equipment** to Your policy for any **Electronic Equipment** added or amended during the **Period of Insurance**;
4. Any claim where the **Electronic Equipment** has not been used in the first 14 days after the **Commencement Date** or within 14 days of the change or addition of **Electronic Equipment** to **Your** policy for any **Electronic Equipment** added or amended during the **Period of Insurance**;
5. Any loss of a SIM card;
6. Any expense incurred arising from not being able to use the **Electronic Equipment**, or any costs other than the repair or replacement costs of the **Electronic Equipment**;
7. Accidental Damage, Theft, Loss, Breakdown or liquid damage to **Accessories** of any kind.
8. Any **Breakdown** arising from the failure of any electrical or computer equipment, software, micro-controller, microchip, **Accessories** or associated equipment to correctly recognise and process any calendar date or time;

9. Reconnection costs or subscription fees of any kind;
10. Costs arising from the replacement of any personalised ring tones, graphics, downloaded material or software;
11. Items purchased from an on-line auction site;
12. Any costs for loss or damage to information or data or software contained in or stored on the **Electronic Equipment** whether arising as a result of a claim paid by this insurance or otherwise;
13. Any other costs that arise directly or indirectly from the event which led to **Your** claim unless specifically stated in this policy;
14. Liability of whatsoever nature arising from ownership or use of the **Electronic Equipment**, including any illness or injury resulting from it;
15. Value Added Tax (VAT) where **You** are registered with HM Revenue & Customs for VAT;
16. Claims arising from damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
17. Faults known to **You** before the **Commencement Date of Your Policy**;
18. Deliberate or malicious damage or neglect of the **Electronic Equipment**.
19. **War:** Any direct or indirect consequence 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.
20. **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.
21. **Radiation:** Any direct or indirect consequence of:
Irradiation, or contamination by nuclear material; or
The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
22. **Electronic Data:** Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean 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 unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

POLICY CONDITIONS AND LIMITATIONS

1. Cover is limited to 3 claims during any single **Period of Insurance** of which one may be a claim that results in the item being replaced.
2. 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.
3. This insurance only covers **Electronic Equipment** bought new with a valid invoice/receipt and used in the UK, the Isle of Man and the Channel Islands. Cover includes the use of the **Electronic Equipment** anywhere in the world up to a maximum of 90 days in total, in any single 12 month period. Any repairs or replacements must be carried out in the UK by repairers or retailers approved by **Us**.

4. The **Electronic Equipment** must be less than 18 months old at the **Commencement Date** of the insurance (or up to 36 months of age only if a renewal of a previous Protech Gadget policy), with valid **Proof of Purchase**. All items must have been purchased as new from a UK VAT registered company and must be in full working order at the **Commencement Date** of this policy.
5. **You** must provide **Us** with any receipts, **Proof of Purchase** or documents to support **Your** claim that are reasonable for **Us** to request. All **Proof of Purchase** must include the make, model and serial number of the **Electronic Equipment** and must be in **Your** name or that of a member of **Your Immediate Family**. If **We** do not receive the documents **We** have requested from **You** or if any documents submitted by **You** are not acceptable to **Us**, it may delay **Your** claim or **We** may decline to pay **Your** claim.
6. **We** may decide to change the terms and conditions of **Your** policy and or **Your** premium. **We** will give **You** 30 days written notice of any change **We** intend to make. Only changes formally made by **Us** and advised to **You** in writing are accepted as terms under this policy; no other parties have any jurisdiction to change or agree any different terms. In the event of any claim **You** are responsible for the payment of any outstanding premium for that policy **Period of Insurance**.
7. **We** may cancel **Your** policy at any time by giving **You** 14 days notice in writing. If **We** cancel **Your** policy and **You** have not made any claim and if **You** have paid the annual premium **You** will be entitled to a pro rata refund. This means that a refund will be given for every complete month of the policy remaining from the date 30 days after **You** receive **Our** written notice of cancellation. If **You** are paying **Your** annual premium by monthly installments, **We** will not collect any further installments after **You** receive **Our** written notice of cancellation.
8. **You** must take all **Reasonable Precautions** to prevent any **Loss** or damage to **Your Electronic Equipment**.
9. In respect of policies paid by monthly installments, if the direct debit premium payment is cancelled or unsuccessful at any given point, no benefits under this policy shall be due whatsoever.
10. **We** will process **Your** claim under the terms and conditions of this insurance based on the first reason notified to **Us** for the claim. Please note that it may be necessary for **Us** to contact **Your** Airtime Provider in order to validate **Your** claim.
11. This cover is limited to one replacement per insured item per **Period of Insurance**.
12. Cover for **Your Electronic Equipment** applies to **You** as the person who purchased the policy and **Your Immediate Family**.
13. The benefits of this policy cannot be transferred to someone else or to any other **Electronic Equipment**.

HOW TO CLAIM

You must:

1. Notify Summit Insurance Services Limited on 01788 563111 or claims@compucover.co.uk quoting Protech Gadget as soon as possible after any incident likely to result in a claim under this insurance.
2. Report the **Theft** or **Loss** of **Your** mobile phone within 12 hours of discovery of the **Loss** or the occurrence of the **Theft**, to **Your** airtime provider and instruct them to blacklist **Your** handset.
3. Report the **Theft** or **Loss** of **Your Electronic Equipment** to the police within 24 hours of discovery and obtain a crime reference number in relation to the **Theft** of the item, and a lost property number in relation to the **Loss** of the item.
4. If **We** replace **Your Electronic Equipment** the ownership of the damaged or lost item is transferred to **Us** once **You** have received the **Replacement Item** **We** have supplied. If the **Electronic Equipment** **You** have claimed for is returned or found **You** must notify **Us** and send it to **Us** if **We** ask **You** to.
5. Before **Your** claim can be settled, **You** must pay the **Excess**.

UK General Insurance Ltd are an insurers agent and in the matters of a claim act on behalf of the Insurer.

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 Summit Insurance Services Limited, Suite 2 Bloxam Court, Corporation Street, Rugby CV21 2DU within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full.

Thereafter, **You** may cancel the insurance cover at any time by informing the **Administrator**, you will be entitled to a pro-rata refund on any months of unearned Premium.

The **Insurer** shall not be bound to accept renewal of any Insurance and may at any time 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:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms & conditions.

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.

HOW TO MAKE A COMPLAINT

We realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens **We** want to hear about it so **We** can try to put things right. If **You** have cause for complaint it is important **You** know **We** are committed to providing **You** with an exceptional level of service and customer care.

Complaints regarding claims:

In writing to:
Summit Insurance Services Limited
Suite 2 Bloxam Court
Corporation Street
Rugby CV21 2DU

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 Protech Gadget

If **Your** complaint about **Your** claim cannot be resolved by the end of the third 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

Complaints regarding the sale of the policy:

If **You** wish to lodge a complaint against any aspect of Protech Gadget's service in the sale of **Your** policy please contact **Us** as follows:-

In writing to:
Summit Insurance Services Limited
Suite 2 Bloxam Court
Corporation Street
Rugby CV21 2DU

Tel: 01788 563100
Email: complaints@compucover.co.uk

We will acknowledge receipt of **Your** complaint within one working day and do our best to resolve the problem within 4 weeks. Please quote our policy reference in any communication to enable us to deal with matters as quickly as possible. If we cannot we will let **You** know when an answer may be expected. We expect the majority of complaints will be quickly and satisfactorily resolved at this stage.

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 2 million euros 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

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 Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

IMPORTANT NOTICE TO CUSTOMERS

If **You** or any one acting on **Your** behalf makes a false or fraudulent claim or supports a claim by way of false or fraudulent document(s), device or statement, then this policy shall be void and **You** will forfeit all rights under the policy. In these circumstances, **We** reserve the right to retain the premium **You** have paid and to recover any sums **We** have paid by way of benefit under the policy. **We** may also pass **Your** details to the police. The terms and conditions of this insurance policy do not affect **Your** statutory rights relating to faulty or mis-described goods. For further information about **Your** statutory rights, please contact **Your** local authority Trading Standards Department or the Citizens Advice Bureau.

CONSUMER INSURANCE ACT

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

- a) 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;
- b) To make sure that all information supplied as part of **Your** application for cover is true and correct;
- c) 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.

POLICY OF INSURANCE

Accidental Damage, Theft & Breakdown

