

Theft and Accidental Damage Insurance

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 123 Lower Baggot Street, Dublin 2, Ireland. AmTrust International Underwriters Limited is authorised and regulated by the Irish Financial Services Regulatory Authority 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 and Associates plc, 39/41 Victoria Road, Woolston, Southampton SO19 9DY. Registered in England No. 1472537 and is authorised and regulated by the Financial Services 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 **Policy 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, Fire, Flood, Malicious** 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, Fire, Flood, Malicious** 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.

Burnett & Associates plc | 39-41 Victoria Road | Woolston | Southampton | SO19 9DY
Tel: 023 8044 2227 | Fax: 023 8044 2210 | Email: info@burnett.co.uk | Website: www.burnett.co.uk

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 any damage to the Equipment, which was not deliberate or bound to happen.

Administrator means Burnett and Associates, 39 – 41 Victoria Road, Woolston, Southampton SO19 9DY.
Customer Services telephone number: 023 8044 2227.

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**.

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**.

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.

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.

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: 123 Lower Baggot Street, 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.

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**.

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 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**.

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**.

WHAT IS NOT COVERED

1. 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.

2. 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**.

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 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.
- 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 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.
- 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**.

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 **Your 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 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.

- b. **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**.

- 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.

- 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.

CANCELLING YOUR COVER - STATUTORY CANCELLATION RIGHTS

You may cancel this policy within 14 days of receipt of the policy documents or the renewal date by writing to the **Administrator** at the following address:

Burnett and Associates plc
39/41 Victoria Road
Woolston
Southampton
SO19 9DY

If **You** cancel within 14 days of the receipt of the policy documents, **We** will make a full refund of premium.

If **You** arranged this insurance through an **Introducer**, **You** should contact them and they will contact the **Administrator** to arrange the premium refund. The **Introducer** will refund **Your** premium to **You** after authorisation from **Us**.

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 return of premium will be given.

CANCELLATION OUTSIDE THE STATUTORY PERIOD

You may cancel this policy at any time by providing prior written notice to the **Administrator** at the following address:

Burnett and Associates plc
39/41 Victoria Road
Woolston
Southampton
SO19 9DY

If **You** cancel within 14 days of the receipt of the policy documents, **We** will make a full refund of premium.

If **You** arranged this insurance through an **Introducer**, **You** should contact them and they will contact the **Administrator** to arrange the premium refund. The **Introducer** will refund **Your** premium to **You** after authorisation from **Us**.

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

CANCELLATION BY US

We reserve the right to cancel the policy by providing 21 days prior written notice by registered post to **Your** last known address.

Provided that there has been no claim or incident likely to give rise to a claim during the current **Period of Insurance**, **We** will calculate the proportionate 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 return of premium will be given.

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 is: 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;
- Confirm the cause of **Fire, Flood, Malicious or 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 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:

- 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.

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 **Administrators** Claims Manager or Customer Services Manager either:

by telephone on 02380 442227 or

by fax on 02380 442210 or

by e-mail to info@burnett.co.uk

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

Burnett & Associates plc, 39/41 Victoria Road, Woolston, Southampton, SO19 9DY

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