

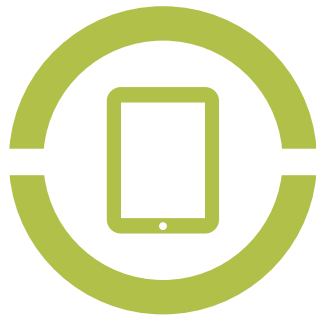


Canopus Policy Wording

Extended Warranty



computer



tablet



equipment

COMPUCOVER EXTENDED WARRANTY POLICY WORDING

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

Address: Summit Insurance Services Limited, Suite 2, Bloxam Court, Corporation Street, Rugby, Warwickshire CV21 2DU
Tel: 01788 563 100

The insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited. Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm reference 204847. Lloyd's Syndicate 4444 is referred to as "**we**", "**us**" and "**our**" in this Policy Document.

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

The Policy

In consideration for the payment of the premium and the declaration of the **equipment** by the Insured to the **administrator** the Insurer will indemnify the Insured for the cost of repairs as detailed under the policy to the Insured **equipment** as a result of Mechanical Electrical Breakdown during the Period of Insurance.

Understanding Your Policy

Please read this policy carefully and make sure **you** understand fully and comply with its terms and conditions, failure to do so may jeopardise the payment of any claim which might arise and could lead to the policy becoming void. The policy contains details of the Insurance cover provided, what is excluded from cover and the terms and conditions of cover.

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

How To Make A Claim

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

The Insurance Contract

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

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



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

DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in **bold**.

Administrator

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

Declared Value

The value of the **equipment** as stated on the **policy Schedule**.

Consequential Loss

Any other costs that are directly or indirectly caused by the event which led to **your** claim unless specifically stated in this policy.

Equipment

The computer and ancillary computer hardware listed in the **Policy Schedule**.

Evidence of ownership

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

Insured Event

Mechanical Electrical Breakdown of the Insured **equipment**.

Insured/You/Your

The owner of the **equipment** named on the **policy Schedule**.

Mechanical Electrical Breakdown

The actual and sudden mechanical /electrical failure or breakdown which results in the sudden stoppage of the **equipment** normal function which necessitates repair to resume those functions.

Nuclear risks

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

Period of Insurance

A maximum of 24 months commencing on the expiry of the manufacturers 12 month OEM warranty. The period of **your** policy is stated on the **policy Schedule**.

Policy Schedule

The written confirmation received from the **administrator** confirming **your** details and the **equipment** that is the subject of this policy.

Single Claim Limit

The maximum amount that can be claimed up to the **declared value** in respect of any one claim or series of claims during the **period of Insurance** as a result of an **insured Event**.

Sum Insured

The **declared value** of the **equipment**.

Terrorism

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

War

Means:

- a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- b) Any act of terrorism, or
- c) Any act of war or terrorism involving the use of, or release of, a threat to use any nuclear weapon or device or chemical or biological agent.

We / Us / Insurer

Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited.

WHAT IS INSURED

If an Insured Event occurs the Insurer will, at its sole discretion:

- a) Pay the cost of the repair of the equipment by an approved repair engineer authorised by the Insurer; or replace the equipment with a model of similar specification or at the discretion of the Insurer with a refurbished unit of a similar specification.
- b) Will use reasonable endeavours to replace the **equipment** with **equipment** of a similar specification but is not obliged to do so where this is not possible.
- c) Cover the cost of parts and labour.
- d) Limit its liability to the Single Claim Limit on the occurrence of a single Insured Event and in total to the Sum Insured during the **period of insurance**.

GENERAL CONDITIONS

1. Equipment replaced under this policy

Should the **equipment** be replaced during the Period of Insurance all benefit relating to the **equipment** cease.

2. Access

The Insurer or its representatives shall have the right at all reasonable times to have access to the **equipment** during the period any repairs are undertaken by the Insured or designated repairer.

3. Subrogation

If a claim arises as a result of the act or default of a third party, at the request and expense of the Insurer **You** shall take and permit to be taken in its name all necessary steps to enforce its rights against any such third party.

4. Observance

The Insurer will not be liable to replace or repair **equipment** under this policy unless **You** have duly complied with all of the terms and conditions contained in this policy.

5. Fraudulent Claims or Misleading Information

We take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- a) not pay **your** claim; and
- b) recover (from **you**) any payments **we** have already made in respect of that claim; and
- c) terminate **your** insurance from the time of the fraudulent act; and
- d) inform the police of the fraudulent act.

If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any **incident** which happens after that time and may not return any of the insurance premium(s) already paid.

6. Legal

This Policy may only be relied on and enforced by the Insurer and Insured and shall not be directly or indirectly enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

7. Insurers Liability

Cover provided under the policy shall cease on the earliest of:

- a) The expiry of the Period of Insurance as recorded for each item of **equipment** by the **administrator** or
- b) Where the item is replaced in accordance with condition 3 or
- c) The Insured fails to observe the terms and conditions of the policy or
- d) The cost of claims incurred equals the Sum Insured or
- e) Where cover is cancelled in accordance with condition 7

EXCLUSIONS – THIS INSURANCE DOES NOT COVER

1. Intentional Acts

An Insured Event occurring as a result of

- a) Intentional act or wilful neglect or
- b) Intentional or reckless overloading of, or the imposition of any abnormal conditions on, the **equipment**.

2. War or acts of terrorism.

3. You or an authorised person engaging in active war.

4. Nuclear risks.

5. Damage resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

6. Loss of Data

Any loss of or damage to information or data contained in or stored on the **equipment** (whether arising as a result of the Insured Event or otherwise).

7. Consequential Loss

Any **consequential loss** or damage arising from the Insured Event or from any cause whatsoever. **Consequential loss** shall include, but not be limited to, any financial loss or the cost of business interruption arising from the loss of use of the **equipment**, or the loss of information contained in or stored on the **equipment**, any time and cost involved in reinstating such information and any liability to any third party for delay or non performance of any contract with the third party. **Consequential loss** shall also include loss of use of any item of **equipment** (not itself subject to an Insured Event) due to its incompatibility with any item of **equipment** repaired or replaced pursuant to this policy.

8. Guarantees

Any amount that is recoverable upon the occurrence of an **insured event** at no expense to **your** customer under any guarantee, warranty, maintenance, and rental hire or lease agreement.

MAKING A CLAIM

To make a claim, call the **administrator** on 01788 563 111 (Calls may be recorded for training, compliance and fraud prevention purposes). Lines are open between 9am and 5pm Monday to Friday. Alternatively, please write to: Summit Insurance Services Limited, Suite 2, Bloxam Court, Corporation Street, Rugby, Warwickshire CV21 2DU.

In order to make a claim, **You** or **Your** personal representative, must:

- a) Within 14 days of the occurrence of the Insured Event, notify the **Administrator** in writing; and
- b) submit a claim form to the **Administrator**.

You must also ensure:

- a) **You** hold the **Equipment** or parts thereof available for inspection for 30 days following the submission of a claim.
- b) When requested to do so, and within 14 days of receiving such request, deliver to Summit Insurance Services Ltd a written statement of all reasonable particulars and details of the **Equipment** affected, its value and the Insured Event and furnish all such documents, explanations and other evidence as may be reasonably required by the Insurer.

Unless all of the terms of this condition (as detailed above) are complied with, a claim under this policy will not be payable.

Cancellation Clause

Your Cancellation Rights

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

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

The Insurers' Cancellation Rights

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

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

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

COMPLAINTS PROCEDURE

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

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

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

Step 1:

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

Summit Insurance Services Limited
Suite 2
Bloxam Court
Corporation Street
Rugby
CV21 2DU

Tel: 01788 563 100

Email: complaints@compucover.co.uk

Step 2:

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

Complaints at Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Kent
ME4 4RN

Tel: +44 (0)20 7327 5693

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

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

Step 3:

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

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

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines).

Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers).

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

If **you** live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman
PO Box 114
Jersey, Channel Islands
JE4 9QG

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

Fax: +44 1534 747629

Email: enquiries@ci-fo.org

Web: www.ci-fo.org

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

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

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

Governing Law

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

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligation to **you** under this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

DATA PROTECTION NOTICE

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

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

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

In summary:

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

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

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

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

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

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

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

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

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

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

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

Sanctions

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

Several Liability

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

The Insurers

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

Regulatory Details

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

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



Policy Wording