

ELECTRONIC EQUIPMENT INSURANCE

This insurance is arranged by Supercover Insurance Ltd with UK Underwriting Limited on behalf of: Fortis Insurance Limited, Registered in England No.354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

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

INTRODUCTION

In return for the payment of **your** premium **we** will provide insurance for **your electronic equipment** during the **period of cover** as stated in the application form overleaf, subject to the terms, conditions, and limitations shown below or as amended in writing by us.

This contract of insurance is renewable annually but can be paid monthly or annually.

For insurance policies paid monthly, the policy is only in force if the monthly premium has been paid.

This cover is limited to one replacement per year.

DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in bold in this certificate.

Commercial vehicle - any vehicle used wholly or partly for commercial or business purposes or any other vehicle that is being used for commercial or business purposes at the time of any loss or damage to the electronic item.

Electronic equipment – the items insured by this certificate, purchased by **you** and provided by a supplier approved by **us**.

Immediate family – your mother, father, son, daughter, spouse, domestic partner.

Period of cover – for monthly policies 1 (one) calendar month from the inception date, renewing monthly on the same day each month (the last day of the month will apply appropriately to each month) provided the monthly premium is paid. For policies of longer duration the period is specified in your Letter of Introduction.

Reasonable precautions – all measures that it would be reasonable to expect a person to take in the circumstances to prevent accidental loss, damage or theft of **your electronic equipment**.

Terrorism means any act, including but not limited to the use of force or violence of the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purposes, including the intention to influence any government to put the public or any section of the public in fear.

Unattended – not within **your** sight at all times and out of **your** arms-length reach.

We, us, our – UK Underwriting Ltd, on behalf of Fortis Insurance Limited

You, your – the person, who owns the **electronic equipment** as stated on the application form overleaf.

WHAT WE WILL COVER

A. Accidental Damage

We will pay repair costs if **your electronic equipment** is damaged as the result of an accident.

B. Theft

If **your electronic equipment** is stolen **we** will replace it. Where only part or parts of **your electronic equipment** have been stolen, **we** will only replace that part or parts.

C. Accidental Loss

If **you** lose **your** mobile phone or PDA **we** will replace it (excludes iPhones which are not covered for loss). No other **electronic equipment** is insured for loss.

D. Breakdown which occurs outside of the manufacturers guarantee period. This cover is not available on laptops or computers.

WHAT WE WILL NOT COVER

Your electronic equipment is not covered for:

1. Theft:

- from any **commercial vehicle**, convertible or soft top vehicle;
- 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 closed and locked and all security systems have been activated;
- from any building, land or premises unless force, resulting in damage to the building or premises, was used to gain entry or exit;
- from **your** control or the control of any member of **your immediate family**, except where it has been concealed either on or about the person and not left **unattended**, or the use of physical force or violence against the person has been used or threatened;
- where the **electronic equipment** has been left **unattended** when it is away from your home;
- where **reasonable precautions** have not been taken;
- if the serial number has been tampered with in any way.

2. Loss or damage caused by:

- **you** deliberately damaging or neglecting the **electronic equipment**;
- **you** not following the manufacturer's instructions;
- routine servicing, inspection, maintenance or cleaning;
- the use of accessories.

- if left on any motor vehicle roof, bonnet or boot;

3. Repair or other costs for:

- routine servicing, inspection, maintenance or cleaning;
- loss caused by a manufacturer's defect or recall of the **electronic equipment**;
- replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
- repairs carried out by persons not authorised by **us**;
- wear and tear or gradual deterioration of performance.
- Cosmetic damage of any kind.

4. Any kind of damage whatsoever unless the damaged **electronic equipment** is provided for repair.

5. Any loss involving a SIM (subscriber identity module) card.

6. Any expense incurred as a result of not being able to use the **electronic equipment**, or any loss other than the repair or replacement costs of the **electronic equipment** unless relating to unauthorized call use for your mobile phone up to the maximum value of £100.

7. An excess fee for all claims which must be paid before your claim can be approved. If your claim is for a laptop, there is a £75 excess fee for each claim within the UK and £100 for any international claim.

If your claim is for an iPhone, the excess fee is £100 for any claim. For all other items, there is an excess fee of £25 for theft / damage claims and £50 for loss claims (mobile phones only) and £75 for international claims.

8. Loss of or damage to accessories of any kind.

9. Any loss or damage caused by 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.

10. If a SIM card was not in a **mobile phone** at the time of the loss, damage or theft that was registered to **you**.

11. Reconnection costs or subscription fees of any kind.

12. The cost of replacing any personalised ring tones or graphics, downloaded material or software.

13. Any expense incurred as a result of not being able to use the **electronic equipment**, or any loss other than the repair or replacement costs of the **electronic equipment** unless relating to unauthorized call use for your mobile phone up to the maximum value of £100.

Please note: if you are insuring an item without SIM card capability, all exclusions relating to SIM cards are not applicable.

14. War Risk

Terrorism, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.

15. Nuclear Risk

Damage or destruction caused by, contributed to or arising from:

- a. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

16. Sonic Boom

Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.

17. Loss of Data or Software

Any loss of 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.

18. Any indirect loss or damage resulting from the event which caused the claim under this policy;

19. Liability of whatsoever nature arising from ownership or use of the **electronic equipment**, including any illness or injury resulting from it.

20. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.

REPLACEMENT

1. This policy offers replacement only and is not a replacement as new policy. If the **electronic equipment** cannot be replaced with an identical **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 **electronic equipment**.

2. In the event of a valid claim resulting in the replacement of the **electronic equipment**, this policy will not automatically cover the item or items of replacement equipment during the remainder of the policy year in which the claim has been settled. However, the replacement **electronic equipment** may be insured on payment of an additional premium, which will be proportionate to the value of the replacement equipment.

3.If **you** pay for **your** insurance monthly and make a claim **you** will be required to pay the remainder of the annual premium before **we** can process **your** claim.

CONDITIONS AND LIMITATIONS

1. Unless **we** have agreed differently with **you**, English law and the decisions of English courts will govern this insurance.

2. This insurance only covers **electronic equipment** bought and used in the UK, the Isle of Man and the Channel Islands. Cover is extended to include use of the **electronic equipment** anywhere in the world up to a maximum of 60 days in total, in any single 12 month period, subject to any repairs being carried out in the UK by repairers approved by **us**.

3. The **electronic item** must be less than 6 months old with valid proof of purchase (not from online auctions) when the policy is started.

4. **You** must provide **us** with any receipts, documents or proof of purchase, that it is reasonable for **us** to request.

5. This insurance may only be altered, varied or its conditions altered or premium changed by one of **our** authorised officials, giving **you** 30 days notice in writing.

6. **We** may cancel the policy by giving **you** 30 days notice in writing. In the event of any claim **you** are responsible for the payment of any outstanding premium.

7. **You** cannot transfer the insurance to someone else or to any other **electronic equipment** without **our** written permission.

8. **You** must take all **reasonable precautions** to prevent any loss or damage.

9. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

CANCELLATION

Your right to change **your** mind. **You** may cancel the insurance, without giving reason, by sending **us** written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents.

Cancellation after the withdrawal period

If **you** wish to cancel **your** insurance after the initial period **you** can do so by writing to Supercover Insurance Ltd 604 Cumberland House, 80 Scrubs Lane, London, NW10 6RF, or by telephoning 0871 222 1130, or by emailing claims@supercoverinsurance.com

An administration fee shall be due equal to 25% of the annual premium with a minimum fee applying of £10.

CLAIMS PROCEDURE

1. **You** must:

- notify Supercover Insurance Ltd on **0871 222 1130** as soon as possible but in any event within 48 hours of any incident likely to give rise to a claim under this insurance;
- report the theft or loss of any mobile phone or PDA, within 12 hours of discovery to **your** Airtime Provider and blacklist your handset;
- report the theft or loss of any **electronic equipment** to the Police within 24 hours of discovery and obtain a crime reference number;
- provide **us** with details of the claim and any other contract, guarantee, warranty or insurance that may apply to the loss including but not limited to household insurance. Where appropriate a ratable proportion of the claim may be recovered direct from these Insurers.

2. If **we** replace **your electronic equipment** the damaged or lost item becomes **ours**. If it is returned or found **you** must notify **us** and send it to **us** if we ask **you** to.

UK Underwriting Limited are an agent of Fortis Insurance Limited and in the matters of a claim act on their behalf.

To help **us** improve **our** service **we** may record or monitor telephone calls.

WARNING

We will process **your** claim under the terms and conditions of this insurance based on the first reason notified to **us** for the claim. If **your** claim is not covered and **you** then submit a claim having changed the reason **we** consider this as fraud. Details of all such cases will be passed to appropriate agencies for action.

COMPLAINTS

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should in the first instance contact Supercover's Customer Services Director. The contact details are:

The Customer Services Director

604 Cumberland House, 80 Scrubs Lane, London, NW10 6RF

Tel: 0871 222 1130

Fax: 0871 222 3228

Email complaints@supercoverinsurance.com

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

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

The Head of Claims, UK Underwriting Limited, 2 Gibraltar House, Bowcliffe Road, Leeds, LS10 1HB.

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 but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. **You** may contact the Financial Ombudsman Service at:

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

Tel: 0845 080 1800

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

Fortis 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 100% of the first £2,000 and 90% of the remainder of the claim. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

DATA PROTECTION ACT 1998

Supercover Insurance Ltd does not pass any personal data about **you** to any third parties. When **you** apply for insurance and/or make a claim, **you** will be required to disclose relevant personal data about yourself to Supercover or their agents, including data which is deemed "sensitive" under the Data Protection Act 1998.

Your explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when **you** make a claim. Please note that any information that **you** provide to Supercover may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by yourself will be used by Supercover its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any upgrade to this insurance, handle claims relating to this insurance and prevent fraud.