

COMPUCOVER COMPUTER ALL RISKS POLICY WORDING

This Policy is underwritten by UK Underwriting Ltd on behalf of AXA Insurance UK plc, 5 Old Broad Street, London EC2N 1AD, Registered in England No. 78950. AXA Insurance UK plc and UK Underwriting Limited are authorised and regulated by the Financial Services Authority (FSA). The address of the FSA is: 25 The North Colonnade, Canary Wharf, London E14 5HS. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register

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

The Insurer will provide the insurance described in this Policy for the period of insurance that is shown in the Policy Schedule and for any subsequent period which the Insurer and You may agree.

This Policy will not be in force unless the correct premium has been received and it has been agreed by an authorised official of the Insurer and confirmation sent to you with the Policy Schedule.

The policy contains details of the Insurance cover You have bought, what is excluded from cover and the terms and conditions of this Insurance.

Your attention is drawn to the following:

Changes in Your circumstances

The policy has been issued based upon information which You have given to the Insurer about Yourself and Your Equipment. You must tell the Insurer immediately of any changes to this information including any change of address. You must also notify the Insurer if You, or anyone living with You, have been convicted of handling stolen goods, fraud, forgery, robbery, theft or if You have been declared bankrupt. If You do not reveal any relevant information the consequences may be that the Policy is void and any claim You have, may be invalidated.

Your 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 purposes for which they were intended, or are not as described or are not of satisfactory quality.

Goodfaith

You have a duty to be truthful and honest in any information that has been provided in Your application and throughout the life of the Policy. It is Your responsibility to provide complete and accurate information to the Insurer on proposal forms, claims forms and other documents throughout the life of the Policy and when You make a claim. If You do not reveal any relevant information the consequences may be that the Policy is void and any claim You have, may be invalidated.

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 CompuCover c/o Summit Insurance Services Ltd, The Robbins Building, Albert Street, Rugby, CV21 2SD within 30 (thirty) days of issue and we will refund your premium in full.

The Insurer shall not be bound to accept renewal of any Insurance and may cancel the Policy by sending written notice to You by registered post at the address stated in the Policy Schedule at least 14 days before such cancellation takes effect. If the Insurer cancels this Policy, subject to no successful claims being made by You during the period of cover and provided the premium has been made in full, You will be entitled to a refund of the proportionate part of the premium corresponding to the un-expired period of insurance

DEFINITIONS

Administrator means Summit Insurance Services Ltd whose address is The Robbins Building, Albert Street, Rugby, CV21 2SD. Customer Services and Claims telephone number: 01788 563 100, registered in England No. 2714711. Registered address: The Pavilion, 3 Broadgate, London, EC2M 2QS. Authorised and regulated by the Financial Services Authority.

Equipment means the computer, ancillary computer hardware and standard software that are identified in the Policy Schedule. Standard software means an operating system or an application program which is generally available for retail sale and can be replaced by means of purchasing a copy of it without the need for individual reprogramming or program writing. Software which has been specifically written or adapted and is in a form which is not generally available for retail sale is excluded. Only the Equipment identified in the Policy Schedule is covered by this Policy. Only Equipment of UK specification may be insured under the Policy.

Insured Event means damage to, or the theft, accidental damage or destruction of, all or part of the Insured Equipment.

Proposal means any signed application and declaration together with any supporting information You may have supplied in support of Your application for Insurance.

Insurance means the Proposal, Policy, Policy Schedule.

Policy Year means the 12-month period commencing on the date of issue or renewal of a Policy and, in the case of a Certificate for more than one year, means each 12-month period of insurance cover commencing on the anniversary of such issue/renewal.

Total Insured Value means the maximum amount that can be claimed in any Policy Year.

The Territorial Limits means the United Kingdom of England, Wales, Scotland, Northern Ireland, the Channel Islands, or the Isle of Man and includes any other country in which You are temporarily present with the Equipment, provided that You are resident within These Territorial Limits.

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 organisation or government, committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public or any section of the public in fear.

Unattended means when not within Your sight and control.

You/Your/Yourself means the Policyholder named on the Policy Schedule.

We / Us / Insurer means UK Underwriting on behalf of AXA Insurance UK plc.

WHAT IS INSURED

If an Insured Event occurs within the Territorial Limits as a result of any cause that is not excluded by this Policy, the Insurer will, as its sole discretion:

- a) Pay the cost of the repair of the Equipment by a qualified repair engineer authorised by the Insurer; or replace the Equipment with new equipment of a similar specification.
- b) The Insurer will use reasonable endeavours to replace the Equipment with equipment of an identical specification but is not obliged to do so where this is not possible.
- c) The Insurer is not liable for the payment of Value Added Tax (VAT) where You are registered with HM Revenue and Customs for VAT.
- d) The Insurer will only pay for carriage costs within the UK. You must pay for any additional carriage costs if the Equipment needs to be collected and/or delivered outside the UK.
- e) Subject to any other limit of liability stated in the Policy, the Insurer's total liability in any Policy Year will not exceed Total Insured Value (as stated in the Policy Schedule) and, in respect of any item of Equipment, will not exceed the insured value of such item of Equipment (as stated in the Policy Schedule).

GENERAL CONDITIONS

1. Claims Notifications & Requirements

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 Insurer by writing to CompuCover c/o Summit Insurance Services Ltd, The Robbins Building, Albert Street, Rugby, CV21 2SD;**
- b) **submit a claim form to the Insurer at CompuCover c/o Summit Insurance Services Ltd, The Robbins Building, Albert Street, Rugby, CV21 2SD; and**
- c) **in the event of loss by theft, or where You have reason to believe a criminal offence has been committed, notify the police and obtain a police crime number.**

You must also:

- a) Take precautions to prevent further damage to the Equipment (the Insurer will not be liable for any further damage resulting from the continued use of Equipment before the equipment has been repaired to the satisfaction of the Insurer)
- b) Retain any damaged Equipment or parts thereof; and
- c) 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.

UK Underwriting Ltd are an insurers agent and in the matters of a claim act on behalf of the insurer.

2. Cover for replacement equipment

In the event of a valid claim resulting in the replacement of all or part of the 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 equipment may be insured on payment of an additional premium, which will be proportionate to the value of the replacement equipment. If You have purchased cover for more than one year and the Policy still has one year or more un-expired, the replacement equipment will be insured under the Policy from the start of the next Policy Year but will not be insured during the remainder of the Policy Year in which the claim has been settled unless an additional premium has been paid.

3. 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 this policy, cover the Insured Event) the Insurer 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 to the Insurer 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 the Insurer, You/other insurers and the Insurer may pay their respective contributions direct to the repair company or supplier nominated by the Insurer.

4. Other Precautions

You shall take all reasonable precautions to prevent the occurrence of an Insured Event.

5. Access

The Insurer or its representatives shall have the right at all reasonable times to have access to the Equipment

6. Alteration & Modification

You shall notify the Insurer of any proposed alterations or modifications to the Equipment and of any proposed departure from the normal working conditions in which the Equipment is operated.

7. 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.

8. 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 that apply to it

9. Arbitration

If the Insurer has accepted a claim and any difference arises in connection with the replacement or repair of Equipment, such difference shall be referred to an independent arbitrator to be appointed by the parties in accordance with the relevant statutory provisions being in force at that time

If this happens, the arbitrator must make a decision before You can take any legal action against the Insurer. The arbitration proceedings shall take place in the United Kingdom and be subject to the law of England and Wales.

10. Policy Voidable

This Policy shall be voidable in the event of;

- a) Misrepresentation, mis-description, or non disclosure by You of any information relating to this Insurance and/or Claim.
- b) Unless otherwise agreed by the Insurer in writing, this Policy shall be avoided in respect of any Equipment which is altered after the commencement of this Policy in such a way that
 - i) the risk of the occurrence of an Insured Event is increased or
 - ii) Your interest ceases.

11. 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 the Insurer:

- i) Will not pay the claim
- ii) Will not pay any other claim which has been or will be made under the policy
- iii) Will be entitled to recover from You the amount paid under the policy since the last renewal date
- iv) May at the option of the Insurer declare the policy void
- v) Will not make any refund
- vi) May inform the police of the circumstances

12. Special Terrorism Provision

Notwithstanding Exclusion 6 below, this Policy covers an Insured Event occurring in the United Kingdom of England, Wales, Scotland, Northern Ireland, the Channel Islands of the Isle of Man occasioned by or happening through or in consequence of Terrorism. The Insurer's total liability under the Policy (or if more than one Policy has been issued, across all Policies) in respect of all losses arising out of one occurrence of Terrorism, subject to all other provisions of this Policy including those relating to any contribution by You (or contributions, if more than one Policy have been issued), shall not exceed the lower of £100,000 (one hundred thousand pounds) in the aggregate or the sum of the limits of liability stated in all Policies, if more than one Policy has been issued.

13. Legal

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

EXCLUSIONS – THIS INSURANCE DOES NOT COVER

1. Inherent defects, wear and tear etc.

Damage to or destruction of the Equipment caused by

- a) its own defective design materials or workmanship
- b) latent defect, gradual deterioration or wear and tear
- c) faulty or defective workmanship, operational error or omission on Your part or any person using the Equipment with Your express or implied consent
- d) corrosion, rust, condensation or evaporation, dampness, dryness, dust or change in temperature
- e) mechanical or electrical breakdown or derangement caused by the Equipment itself; and
- f) scratching, abrasion, change in colour, texture or finish of the Equipment casing provided that this provision shall not exclude such damage or destruction which itself arises from an Insured Event which is not excluded.

2. Unattended Equipment

The occurrence of an Insured Event whilst the Equipment is left unattended:

- a) in a vehicle, unless the Equipment was:
 - i) in the locked boot of a saloon car; or
 - ii) concealed under the rear parcel shelf of a locked hatchback car; or
 - iii) concealed in the spare wheel or other closed compartment of a locked state car; and the vehicle was forcibly entered and proof of such forcible entry is provided on making a claim; or
- b) in the open air, in a public place or in any outbuilding.

3. Intentional acts

An Insured Event occurring as a result of

- a) intentional act or wilful neglect by You; or
- b) intentional or reckless overloading of, or the imposition of any abnormal conditions on, the Equipment.

4. Use by others

An Insured Event occurring whilst the Equipment is in the Custody of a Third Party. In this exclusion, Third Party means;

- a) if You are a private individual, anyone other than You or a member of Your immediate family normally resident at the address shown in the Policy Schedule;
- b) if You are an educational establishment (including a school, college or university), anyone other than Your registered employees or students authorised to use Equipment; and
- c) if You are a company, partnership, governmental authority, public or private sector organisation, charity or club, anyone other than a registered employee of You.

5. War Risk

Subject to Exclusion 6 below, an Insured Event occurring as a result of 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.

6. Terrorism

An insured event:

- a) **subject to the special Terrorism Provision above, United Kingdom of England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle Man occasioned by or happening through or consequence directly or in directly of Terrorism; and**
- b) **in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of**
 - i) **Civil Commotion or**

ii) Terrorism,

In any action, suit or other proceedings where the Insurer alleges that by reason of this exclusion and Insured Event is not covered by this Policy or is covered only up to a specified limit of liability), the burden of proving that such Insured Event is covered (or is covered beyond that limit of liability) will be on You.

7. Nuclear risk

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

- a. ionising 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.

8. Sonic boom

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

9. 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).

10. 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.

11. Guarantees

Any amount that is recoverable upon the occurrence of an Insured Event at no expense to You under any guarantee, warranty, maintenance, rental hire or lease agreement.

COMPLAINTS PROCEDURE

Summit Insurance Services Limited is committed to maintaining a high standard of professional conduct in all dealing with customers. If You have a query or complaint, You should contact the Manager, CompuCover c/o Summit Insurance Services Limited, The Robbins Building, Albert Street, Rugby, CV21 2SD (or telephone 01788 563100).

Summit Insurance Services promise to You that we will:

- a) Acknowledge written complaints promptly,
- b) Investigate quickly and thoroughly,
- c) Keep You informed of progress,
- d) Do everything possible to resolve Your complaint
- e) Learn from Our mistakes,
- f) Use information from complaints to continuously improve Our service.

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

The Claims Manager
UK Underwriting Ltd
2 Gibraltar House
Bowcliffe Road
Leeds
LS10 1HB

If Your complaint is one of the few that cannot be resolved by this stage contact the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive:

Head of Customer Care
AXA Insurance
Civic Drive
Ipswich
IP1 2AN

Tel: 01473 205926
Fax: 01473 205101
Email: customer@axa-insurance.co.uk

If You are still dissatisfied with the Insurer's final decision You may refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after the Insurer has provided You with written confirmation that the Insurer's internal complaints procedure has been exhausted.

The Ombudsman can be contacted at:
Insurance Division
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 080 1800
Fax: 020 7964 1001

Referral to the FOS will not affect Your right to take legal action against the Insurer.

AXA Insurance UK plc 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.

Data Protection Act

Details of You and Your insurance cover will be held by the Insurer and Summit Insurance Services Limited in their computer records for underwriting, processing, claims handling and fraud prevention, subject to the provisions of the Data Protection Act 1998. The Insurer may send it in confidence for processing to other companies in the AXA Group (or companies acting on the Insurer's instructions) including those located outside the European Economic Area.

To help Us improve Our Service, We may record or monitor telephone calls.