

# Computer Theft and Accidental Damage Insurance

THIS IS TO CERTIFY that in accordance with the authorisation granted under the contract number B0500H106 to the undersigned by certain Underwriters at Lloyd's whose names and proportions underwritten by them, which will be supplied on application, appear on a written form of authority dated in the year shown on the schedule, which bears the seal of Lloyd's Policy Signing Office and which empowers Burnett & Associates plc to sign and issue this document.

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.

IN WITNESS this Certificate of Insurance has been signed in Southampton.

**For and on behalf of Burnett and Associates plc**



**Garry A Moore ACII**

**Director**

**As authorised by the Underwriters**

## 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 **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 policy 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.

**Issued by:** 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

## LEGAL RIGHTS - CONTINUED

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 policy for any **Period of Insurance** shall be conditional upon payment in advance of the appropriate premium due for that period.

## 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:

1. **Accidental Damage** means any damage to the **Equipment**, which was not deliberate or bound to happen.
2. **Administrator** means Burnett and Associates, 39 – 41 Victoria Road, Woolston, Southampton SO19 9DY. Customer Services telephone number: 023 8044 2227.
3. **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.
4. **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.
5. **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.
6. **Equipment** means a computer or electronic equipment plus accessories supplied to **You** and as stated on the policy schedule.
7. **Fire Damage** means any damage caused to the **Equipment** by an ignition of flammable materials, which was accidental and unforeseen.
8. **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.
9. **Geographical Limits** means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
10. **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**.
11. **Introducer** means the party, person or company who has arranged this insurance on **Your** behalf.
12. **Malicious Damage** means any **Accidental Damage, Fire Damage** or **Flood Damage** to the **Equipment** deliberately caused by any third party without **Your** knowledge.
13. **Period of Insurance** means the dates shown on the policy schedule.
14. **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.
15. **Repairer** means any full-time business providing an **Equipment** repair service authorised by **Us**.
16. **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**.
17. **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.
18. **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.
19. **Theft** means the dishonest removal of the **Equipment** from **Your** possession by a third party.
20. **We/Us/Our** means the subscribing Underwriters to this insurance
21. **Wear and Tear** means the gradual deterioration associated with normal use and age of the **Equipment** and its **Components**.
22. **You/Your/Yourself** means the policyholder as named in the policy schedule.

## WHAT IS COVERED

### 1. 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 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**.

### 2. 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**.

### 3. 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 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. Which means any additional costs **You** incur above the actual repair or replacement cost of the **Equipment**.
- **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**.

## WHAT IS NOT COVERED - CONTINUED

- **Fire, Flood, Malicious or Accidental Damage or Theft** caused by negligence, abuse or misuse in respect of the **Equipment** including but not limited to:
  - a) Failure to use or site the **Equipment** in accordance with manufacturer's instructions and failure to follow maintenance recommendations;
  - b) The use of accessories or equipment not approved by the manufacturer or incorrect connections of signal leads or application of incorrect electrical supply;
  - c) Faulty software or programming or electrical power surge or fluctuation.
    - The cost of remedying or making good solely due to:
      - a) **Wear and Tear**, gradual deterioration or oxidation;
      - b) Gradually developing defects, cracks, flaws or fractures;
      - c) 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:
  - a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
  - b) 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;
  - c) 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 policy 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**, 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**.

## GENERAL CONDITIONS - CONTINUED

### 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.

## CANCELLATION

**You** may cancel the policy at any time by giving 30 days notice in writing to **Us** via the **Administrator** or **Introducer** by recorded delivery.

If **You** cancel within the first 14 days of receipt of the policy documentation, providing there has been no claim or incident likely to give rise to a claim, **We** will refund any premium paid.

If **You** cancel this policy after 14 days of receipt of the policy documentation, if there has been no claim (or claim pending) during the current **Period of Insurance**, **We** will calculate the pro-rata premium for the period **You** have been insured and refund any balance.

**We** may also cancel this policy by sending 30 days notice by recorded delivery to **You** at **Your** last known address. If there has been no claim (or claim pending) during the current **Period of Insurance**, **We** will calculate the pro-rata 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 premium refund 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 **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](mailto: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** showing the **Equipment** was purchased by **You** from a recognized retailer in the United Kingdom.

## CLAIMS CONDITIONS AND HOW TO MAKE A CLAIM - CONTINUED

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.

### 6. When the Equipment has been repaired

If **You** are aware, or believe, that the repair is not satisfactory advise the **Claims Office** immediately.

## MAKING YOURSELF HEARD

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. **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 that **We** can try to put things right.

#### Who to contact

The most important factors in getting **Your** complaint dealt with as quickly and efficiently as possible are:

- To be sure **You** are talking to the right person, and;
- That **You** are giving them the right information.

When **You** contact **Us**:

- Please give **Us Your** name and a contact telephone number
- Please quote **Your** policy and/or claim number and the type of policy **You** hold
- Please explain clearly and concisely the reason for **Your** complaint.

So **We** begin by establishing **Your** first point of contact.

#### Step one – initiating Your complaint

Does **Your** complaint relate to:

- a) **Your** policy?
- b) A claim on **Your** policy?

## MAKING YOURSELF HEARD - CONTINUED

If A, **You** need to contact **Your Introducer** who arranged this insurance on **Your** behalf. Please quote details of this insurance and in particular **Your** policy number to help **Your** enquiry to be dealt with properly.

If B, **You** need to contact either **Your Introducer** or the **Administrator** who is currently dealing with **Your** claim and state **Your** complaint.

In either case, if **You** wish to provide written details, the following checklist has been prepared for **You** to use when drafting **Your** letter:

- Head **Your** letter 'COMPLAINT'
- Give **Your** full name, post code and contact telephone number(s)
- Quote the type of policy and **Your** policy and/or claim number
- Advise the name of **Your** insurance agent/firm (if applicable)
- Explain clearly and concisely the reason(s) for **Your** complaint.

The letter should be sent to the person dealing with **Your** complaint along with any other material required. **We** expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **You** are not satisfied, **You** can take the issue further.

### Step two

If **Your** complaint is one of the few that cannot be resolved by this stage, please contact **Our** compliance officer:

The Compliance Officer  
Aegis Managing Agency  
110 Fenchurch Street  
London EC3M 5JT

### Step three

If **We** have given **You** **Our** final response and **You** are still dissatisfied **You** may refer **Your** case to the Complaints Department at Lloyd's to review **Your** case without prejudice to **Your** rights in law. The address is:

Complaints Department  
Lloyd's  
One Lime Street  
London EC3M 7HA  
Telephone: 020 7327 5693  
Fax: 020 7327 5225  
E-Mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

### Our promise to You:

- Acknowledge written complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed of progress
- Do everything possible to resolve **Your** complaint
- Learn from **Our** mistakes
- Use information from complaints to continuously improve **Our** service.

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

Burnett & Associates plc are authorised & regulated by the Financial Services Authority.