# compucover

### **Novus Policy Wording**

Accidental Damage & Theft Insurance





#### compucover - Accidental Damage and Theft Insurance

About **Your** Insurance Welcome to **Your** compucover Insurance Policy Document.

This insurance is designed to protect **You** if **Your Equipment** is accidently damaged or, stolen or deliberately damaged by another person.

This insurance was arranged by compucover, a trading name of Summit Insurance Services Limited. Summit Insurance Services Limited is referred to as the **Administrator** in this Policy Document. Their contact details are: Summit Insurance Services Limited, Suite 2, Bloxam Court, Corporation Street, Rugby CV21 2DU. Telephone: 01788 566144

The insurance is underwritten by Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG.

Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG of Herrengasse 11, Vaduz, FL-9490 Liechtenstein is regulated by the Financial Conduct Authority, Firm Reference No. 454140.

Details can be checked on the Financial Services Register https://register.fca.org.uk/ or by calling them on 0800 111 6768.

**Your** insurance is either a 12,24 or a 36 month policy as chosen by **You**. **Your** policy start date and **Your** period of insurance are shown on **Your Insurance Schedule**.

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.

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

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

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

The Insurer will provide the Insurance described in this policy for the **Period of Cover** that is shown in the **Insurance 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 **Insurance 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. Please refer to **Your Insurance Schedule** for **Your** specific level of cover.

#### **Important Information**

Changes in **Your** circumstances: The policy has been issued based upon information which **You** have given to the **Insurer** about **Yourself** and **Your** insured **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** 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 purpose for which they were intended or are not as described or are not of satisfactory quality.

#### **Eligibility for Cover:**

It is a condition precedent to **Our** liability under this insurance contract that the following matters are true and accurate:

- You must be aged 16 or over at the time of purchasing this insurance.
- Your Equipment must be less than 12 months old when You bought this insurance.
- Your Equipment must not have been lost, stolen or damaged before the start date of this insurance.
- d) You must own the Equipment to be insured, which must not have been purchased second hand, at auction or from an online auction website.
- Your Equipment must have been purchased within the United Kingdom, the Isle of Man or the Channel Islands.
- f) Your registered address must be in the United Kingdom, the Channel Islands or the Isle of Man, and must have been manufactured to a UK specification
- You must be a permanent resident in the United Kingdom, the Channel Islands or the Isle of Man.
- h) The Equipment to be insured cannot exceed a value of £6,000.

If **You** do not meet the eligibility requirements above, **We** will not provide any cover under this policy.

Please contact the **Administrator** as soon as possible if **You** are unable to meet the eligibility requirements, or if **You** have any queries.

#### Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout the policy and will appear in bold.

**Accidental Damage** means the unintentional, non-deliberate and unforeseen breakage or destruction of **Your Equipment** which results in the **Equipment** being unusable.

**Active War** means **Your** active participation in a **War** where **You** are deemed under English Law to be under instruction from or employed by the armed forces of any country.

**Administrator** means 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

**Authorised person** means: a) if **You** are an educational establishment (including a school, college or university), this means a registered employee or a student authorised to use an item of **Equipment**; and b) if **You** are a company, partnership, public or private sector organisation, government authority, charity or club, this means a registered employee.

Breakdown means the failure of any electrical or mechanical component in Your Equipment due to a sudden and unforeseen fault outside of the manufacturer warranty period, which causes Your Equipment to stop working in the way the manufacturer intended and which requires repair or replacement before the Equipment can be used again.

Claims Administrator means MB&G Insurance Services Limited, Cobalt Business Centre, Cobalt Park Way, Newcastle, NE20 9NZ

**Equipment** means the item(s) insured by **Your** insurance policy, which can range from Desktop PC's, Laptops, Tablet PC's and Peripheral equipment bought with the computer. Please refer to **Your Insurance Schedule** for the full list of the equipment **You** have insured. Only the equipment specifically listed will be covered.

**Evidence of ownership** means 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.

Insurance Schedule means the document which names You as the policyholder and sets out what this policy covers You for. It will confirm the Period of Cover, the items of Equipment insured by this policy and the Item Sum Insured. Your Insurance Schedule will be replaced whenever You make any changes to the policy.

Insured Event is an accidental, unexpected or unforeseen event Your Insurance provides cover for. Depending on the level of cover You have, and coverages selected, the Insured Events We cover include: Accidental Damage and Theft of the Equipment. Please refer to Your Insurance Schedule for Your specific level of cover.

**Item Sum Insured** means the maximum **We** will pay in the event of a claim and in aggregate for the **Period of Cover** for that item of equipment. This is the price **You** paid for the equipment.

**Nuclear risks** means lonising 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 Cover** means the period between the start date and end date stated on **Your Insurance Schedule**.

**Terrorism** means 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.

**Violent and forcible entry** means the unlawful entry to a property or vehicle which is gained by violent means. For example, by forcing open a door or breaking a window to gain access.

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.

You/Your/Yourself means the individual or business specified on the Insurance Schedule who owns the insured Equipment, applied for this insurance and has paid the appropriate premium.

**We/Us/Our/Insurer** means Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG

#### 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, at 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 Equipment of a similar specification;
- The Insurer will endeavour 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;
- The total liability of the Insurer for any claim will not exceed the Sum Insured value of the **Equipment** being claimed for.
- f) Where only a part or parts of Your Equipment have been damaged or stolen, We will only repair or replace that part or parts.

This is to certify that the **Insurer**, in consideration of the premium specified on **Your** insurance schedule, agrees to indemnify **You** on this insurance in respect of an **Insured Event**.

#### **General Conditions**

#### **Locations Where Cover is Provided**

Cover applies in any country. However, a replacement or repair can only be dealt with once an item of **Equipment** is back in the United Kingdom, the Channel Islands or the Isle of Man and all repairs must be carried out by a repairer approved by **Us**.

#### **Transferring Your Policy**

This insurance cannot be transferred to anyone else unless **You** inform **Us** in writing and receive confirmation that **Your** request is acceptable to **Us**.

#### Exclusions - What is not Covered

#### **Accidental and Malicious Damage**

We will not pay for any claim:

- Caused by You deliberately damaging or neglecting an item of Equipment;
- caused by You not following the manufacturer's instructions;
- For the replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials.
- Resulting from repairs carried out by a repairer not authorised by Us;
- e) If the IMEI or serial number cannot be determined from an item of Equipment, or if the IMEI or serial number has been tampered with in any way;

- Resulting from wear and tear or the gradual deterioration of performance; or
- g) For the cosmetic scratching, denting or marking of an item of **Equipment** which affects the appearance of that item but does not affect its performance or functionality in any way.
- h) For malicious damage unless the incident is reported to the police within 24 hours of Your discovery of the incident and You obtain a crime reference number from the police.

Theft - (Where selected and showing on Your Insurance Schedule)

We will not pay for any claim:

- a) Of an item of **Equipment** is stolen from a motor vehicle (including a motorcycle) unless all windows and doors were closed and locked and the **Equipment** was concealed in a locked boot. Closed glove compartment (where the vehicle has windows and doors) and all security systems activated (A copy of the repairer's assessment and repair work invoice for the damage to the vehicle in gaining entry must be provided with any such claim);
- b) If an item of Equipment is stolen from an unoccupied premises, unless there is evidence of Violent and Forcible Entry to the premises;
- c) If the incident is not reported to the Police within 24 hours of **Your** discovery of the incident and **You** do not obtain a crime reference number or lost property reference from the police.

#### General Exclusions applicable to all types of cover

We will not provide any cover for:

- Any claim if You do not meet the eligibility requirements for this policy.
- Damage or theft as a result of You or an authorised person not taking care of an item Equipment.
- Any claim which happens while an item of Equipment is in the possession of anyone other than You or an authorised person.
- d) Drones are not eligible for cover under this policy.
- e) Any claims due to loss of the insured **Equipment**
- f) Any claim due to a mechanical or electrical breakdown of the insured Equipment.
- Any claim which is covered under the warranty or guarantee provided by the manufacturer or retailer.
- Additional Equipment or accessories which are used with an item of Equipment.
- Any claim resulting from the failure of an item of Equipment to correctly recognise or process any calendar date or time.
- j) Value added tax (VAT) if **You** are registered for VAT with HM Revenue and Customs.
- Any additional carriage costs if an item of Equipment needs to be collected from, or delivered to, an address outside the United Kingdom, Chanel Islands or Isle of Man.
- Any costs or expenses which are not directly associated with the incident which caused the claim. For example, the cost of replacing any data or software which was stored on an item of **Equipment**.
- m) Reconnection costs or subscription fees of any kind.
- Any loss other than the cost of repairing or replacing an item of Equipment.
- Any liability arising out of Your use or ownership of an item of Equipment, including any illness or injury resulting from it.
- p) War or acts of Terrorism.
- q) You or an authorised person engaging in active War.
- r) Nuclear risks.

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

#### How to make a Claim

All Claims are required to be submitted online using the claims form via the compucover website www.compucover.co.uk/claims/ or google on Compucover claims.

If you have any problems completing the claims form, or any queries please do not hesitate to contact the **Claims Administrator**: -

- Email: <u>sisclaims@mbginsurance.co.uk</u>
- Tel: 0191 258 8144

For all claims, a claim form will be required to be completed.

#### **Claims Conditions**

You must comply with the following conditions. If You fail to do so and this affects the ability of the Claims Administrator to fully assess Your claim, We may not pay Your claim or any payment could be reduced.

- a) All claims must be reported to the Claims Administrator as soon as possible. If a delay in reporting your claim leads to interests of the Insurer being prejudiced, your claim may be reduced or declined as a consequence. You must complete a claim form (in full) and provide at Your own expense, any information and assistance which the Claims Administrator requires to establish the amount of any payment under Your insurance. You must provide evidence of ownership of an item of Equipment to support any claim, and any other receipts or documents that the Claims Administrator may request. If You cannot provide evidence of ownership, Your claim will not be valid.
- All thefts and any malicious damage must be reported to the police within 24 hours of Your discovery of the incident.
   You must provide
- c) the Claims Administrator with a crime reference number.
- d) If an item of **Equipment** is damaged, **You** must provide the item for inspection and repair.
- e) If an item of Equipment is found after the Claims Administrator has settled a claim for the theft of an item, You must inform the Claims Administrator and return the item. We will pay the cost of returning the item.

#### Manufacturer's Warranty:

If an item of **Equipment** is damaged or suffers a **Breakdown** and is still within the manufacturer's warranty period, **You** should follow the warranty returns process specified by the manufacturer.

If any repairs authorised under this insurance invalidate the manufacturer's warranty, **We** will repair or replace an item of **Equipment** in accordance with the terms of the manufacturer's warranty for the unexpired period of the manufacturer's warranty. Other Insurance/Subrogation: If, at the time of a valid claim under this policy, there is another insurance policy in force which covers **You** for the same loss or expense, **We** may seek a recovery of some or all of **Our** costs from the other **Insurer**. **You** must give **Us** any help or information **We** may need to assist **Us** with **Our** loss recoveries.

**You** may be asked to provide details of any other contract, guarantee, warranty or insurance which applies to an item of **Equipment**.

#### **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
- Recover (from You) any payments We have already made in respect of that claim; and
- 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.

#### **Replacement Equipment**

**We** will attempt to replace an item of **Equipment** with an identical new or fully refurbished item of the same age and condition, but it may not be the same colour.

In the unlikely event that this is not possible, the **Administrator** will provide **You** with a new or fully refurbished item of a comparable specification or the equivalent value at time of claim, taking account of the age and condition of an item of **Equipment** immediately before **Your** claim.

Replacement **Equipment** will automatically be covered for the remainder of the period of cover and if **We** provide a refurbished item, it will be provided with a minimum of a 90-day warranty.

#### **CANCELLATION**

You have the right to cancel this policy within 30 days of the date You purchased the policy or when You received the policy documents, if this is later. This is known as Your cooling off period. You do not need to provide a reason for cancellation, and We will provide a full refund of any premium paid, unless You have made a claim or there has been an incident likely to result in a claim.

If **You** wish to cancel the policy after 30 days, **We** will provide a refund, less a proportionate charge for any cover already provided, unless a claim has been made or there has been an incident likely to result in a claim.

This will be based on the number of months remaining until the expiry date, less an administration fee applied by the **administrator** of £10 or 25%, whichever is the greater amount.

Where a claim has occurred or there has been an incident likely to result in a claim no refund of premium will be provided.

#### Cancellation by Us

**We** may at any time cancel any insurance policy by giving 30 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to: -

- a) Non-payment of premium;
- b) Threatening and abusive behaviour;
- c) Failure to provide documents;
- d) Non-compliance with policy terms and conditions.

If **We** cancel **Your** policy, **We** will provide a refund of **Your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to Fraud.

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 follow the Complaints Procedure: -

#### SALE OF THE POLICY

Summit Insurance Services Limited, Suite 2, Bloxham Court, Corporation Street, Rugby CV21 2DU. Telephone: 01788 566144.

If **Your** complaint about **Your** claim cannot be resolved by the end of the third working day, Summit Insurance Services Ltd will pass it to: Novus Underwriting Ltd, 4<sup>th</sup> Floor, 34 Lime Street, London, EC3M 7AT Email: <a href="mailto:complaints@novusunderwriting.com">complaints@novusunderwriting.com</a>

#### CLAIMS

MB&G Insurance Services Limited, Cobalt Business Centre, Cobalt Park Way, Newcastle, NE20 9NZ, Email: <a href="mailto:sisclaims@mbginsurance.co.uk">sisclaims@mbginsurance.co.uk</a>
Tel: 0191 258 8144. In all correspondence please state that **Your** insurance is provided by Novus Underwriting Limited and quote scheme reference B1927SIS0012020

If **Your** complaint about **Your** claim cannot be resolved by the end of the third working day, MB&G Insurance Services Limited will pass it to: Novus Underwriting Ltd, 4<sup>th</sup> Floor, 34 Lime Street, London, EC3M 7AT Email: <a href="mailto:complaints@novusunderwriting.com">complaints@novusunderwriting.com</a>

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 and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at: -

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Tel: 0300 123 9 123

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

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local Citizens Advice Bureau.

If You have purchased the insurance policy online, You may also raise Your complaint via the EU Online Dispute Resolution Portal at <a href="http://ec.europa.eu/consumers/odr/">http://ec.europa.eu/consumers/odr/</a>. This will forward Your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling Your complaint than if You contact the Financial Ombudsman Service directly.

#### Information You have provided - Insurance Act 2015

You must take reasonable care to provide accurate and complete answers to all the questions You are asked when You take out or make changes to this policy.

**You** must notify the **Administrator** as soon as possible if any of the information in **Your** policy documents is incorrect or if **You** wish to make a change to **Your** policy.

If You do not provide accurate and complete answers to the questions You are asked, or You fail to notify the Administrator of any incorrect information or changes You wish to make, Your policy may not operate in the event of a claim. We may not pay any claim in full or Your policy could be invalid.

No term of this insurance contract is intended to limit or affect the statutory rights and obligations of the parties to this contract under the effect of the Insurance Act 2015.

#### **Personal Information**

For more information about how the Insurer use **Your** personal information please see our full privacy notice, which is available in the Privacy section of our website www.helvetia.com/privacy.

#### **Compensation Scheme**

Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit <a href="https://www.fscs.org.uk">www.fscs.org.uk</a>.

**You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **You** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY



## **Policy Wording**