

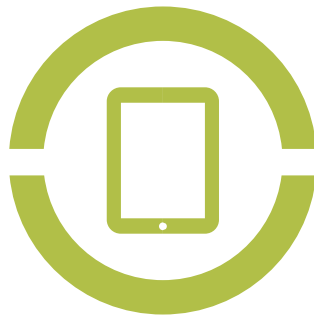


Policy Wording

Extended Warranty



computer



tablet



equipment

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ABOUT YOUR INSURANCE

Welcome to Your CompuWarranty Insurance Policy Document.

Provided you have paid the premium shown on the **Insurance Schedule** this insurance will, subject to the Terms and Conditions set out below, protect **You** if **Your Equipment** suffers a mechanical or electrical **Breakdown** outside of the manufacturer's guarantee period.

This insurance was arranged by CompuWarranty, a trading name of Summit Insurance Services Limited. Summit Insurance Services Limited is referred to as the **Policy 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.

Any claim **You** make is administered by Mechanical Breakdown & General Insurance Services Ltd ("MB&G") on the Insurers behalf and they are referred to as the **Claims Administrator** in this Policy Document and **You** can contact them at:

Address: MB&G, Cobalt Business Exchange, Cobalt Park Way, Newcastle Upon Tyne, NE28 9NZ .

The insurance is underwritten by Wakam, a limited company registered with the Paris Trade and Companies Register (company number 562 117 085) of 120-122 Rue Reaumur, 75002 Paris, France.

Wakam is authorised and regulated by the Autorité de Contrôle Prudentiel et de Résolution in France. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorization are available on the Financial Conduct Authority's website.

You can check the details of **Our** authorisation on the Financial Services Register at www.register.fca.org.uk.

Wakam SA is referred to as "**We**", "**Us**", "**Our**" and "**Insurer**" in this Policy Document.

UNDERSTANDING YOUR POLICY

Please read this Policy Document 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. We recommend you read also the **Insurance Schedule** and the IPID which has been issued to **You** along with this Policy they will help in understanding some of the key aspects of **Your Policy**.

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

How To Make A Claim

To make a claim please visit <https://mbginsurance.co.uk/claims/gadget/gadget/> or contact MB&G on **0191 259 6378**. Lines are open between 9.00am and 5:00pm Monday to Friday. Alternatively, please write to MB&G at **Cobalt Business Exchange, Cobalt Park Way, Newcastle Upon Tyne, NE28 9NZ**. See page 8 below for full details.

THE INSURANCE CONTRACT

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



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



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THE POLICY

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

We 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 **Our** and confirmation sent to **You** with the **Insurance Schedule**. The Policy Document 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 that **You** must tell **Us** about

The policy has been issued based upon information which **You** have given to the **Insurer** about **Yourself** and **Your** insured **Equipment**. **You** must tell **Policy Administrator** immediately;

- of any changes to this information including a change of **Your** address. **You** must also notify the **Insurer** if:
- **You** have been convicted of handling stolen goods, fraud, forgery, robbery, theft or
- **You** have been declared bankrupt.

If **You** do not reveal any relevant information to the **Policy Administrator** 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

Important Notice: If **You** do not meet the eligibility requirements below, **We** will not provide any cover under this policy

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

- a) **You** must be aged 18 or over at the time of purchasing this insurance.
- b) This insurance must be purchased either on the date that **You** have purchased the **Equipment** or within a maximum of thirty (30) days thereafter (except on renewal).
- c) **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 site.
- e) The **Equipment** which must have been purchased as new within the **Territorial Limits**.
- f) **Your** registered address must be within the **Territorial Limits**.
- g) **You** must be a permanent resident in the United Kingdom
- h) The **Equipment** to be insured cannot exceed a value of £6,000.

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

RENEWALS

We will contact **You** in writing at least 21 days before the end of **Your** period of insurance to advise **You** of any changes in policy terms and conditions and, if available, offer **You** the opportunity to renew or cancel **Your** policy.

CONSUMER INSURANCE ACT

Under the Insurance Act 2015, **You** have a duty to make a fair presentation of the risk to **Us** before this policy starts, at each renewal of the policy, and when **You** make any amendment(s) to **Your** cover. This means **You** must:

- a. disclose all material facts which **You** know or ought to know;
- b. make the disclosure in a reasonably clear and accessible way; and
- c. ensure that every material representation of fact is substantially correct and made in good faith.

A "material fact" is information that would influence **Our** decision as to whether to insure **You** and if so, on what terms.



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For the purposes of the duty of fair presentation, **You** are expected to know the following:

- a. If **You** are an individual (such as a sole trader or an individual partner):
 - what is known to **You** and anybody who is responsible for arranging this Insurance; or
 - if **You** are not an individual (such as a limited company or a partnership):
 - what is known to anybody who is part of **Your** organisation's senior management is (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised), or anybody who is responsible for arranging this Insurance;
- b. What should reasonably be revealed by a reasonable search of information available to **You**. The information may be held within **Your** organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the Insurance). If the Insurance is intended to insure subsidiaries, affiliates or other parties, **You** are expected to have included them in **Your** enquiries, and inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

If **You** breach **Your** duty to make a fair presentation of the risk to **Us**, then:-

- Where the breach was deliberate or reckless, **We** may avoid this policy and refuse all claims, and keep all premiums paid;
- Where the breach was neither deliberate nor reckless, and but for the breach:-
 - i **We** would not have agreed to provide cover under this policy on any terms, **We** may void this policy and refuse all claims, but will return any premiums paid;
 - ii **We** would have agreed to provide cover under this policy but on different terms (other than premium terms), **We** may require that this policy includes such different terms with effect from its commencement, and/or
 - iii **We** would have agreed to provide cover under this policy but would have charged a higher premium, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium **We** would have charged. For example, if due to a breach of fair presentation **We** charged a premium of £150.00 but **We** should have charged £200.00, for a claim submitted and agreed at a settlement value of £3,000, **You** will only be paid £2,250.

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.

Accidental Loss means that the **Equipment** has been accidentally left by **You** in a location and **You** are permanently deprived of its use.

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.

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 the party, person or company who provide claims validation, management and settlement services on **Our** behalf. This is MB&G (which is authorised and regulated by the Financial Conduct Authority, registration number 306978). MB&G is registered in England at Companies House No: 01478159.



Equipment means the item(s) insured by **Your** insurance policy, which can range from Tablet, Chromebook, Laptop/Notebook, Desktop, Ancillary Hardware such as Printers, Multi-function Printers, Scanners and Monitors, and Panel TVs and must have been manufactured to a UK specification. Please refer to **Your** Insurance Schedule for a full list of the **Equipment** **You** have insured. Note: Only the **Equipment** specifically listed in the **Insurance Schedule** 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**. Please note the **Equipment** cannot have been purchased second hand, at auction or from an online auction website.

Excess means an amount **You** have to pay towards the cost of a claim under this Insurance. **You** have to pay this amount regardless of the circumstances leading to the claim or the final cost of the claim. The amount of **Excess** that **You** have selected, per claim incident, is detailed in **Your Insurance Schedule**.

Home means a private address, and from where the required premium has been paid, the business address or educational establishment address in the United Kingdom of Great Britain & Northern Ireland, where **You** permanently reside, work or study as shown in **Your Insurance Schedule** as the **Your** home address. This home address must also be the same address as recorded on **Your** CompuWarranty Insurance policy.

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 means a Mechanical or Electrical Breakdown of the Insured **Equipment**.

Item Sum Insured means the maximum **We** will pay during each **Year of Cover** under the policy term in the event of a claim for that item of **Equipment**. For any one claim or in the aggregate (i.e. total number of claims), during each **Year of Cover**, the maximum **We** will pay is the original purchase price paid by **You** for the **Equipment**, subject to the maximum number of claims allowed, per **Year of Cover** under the policy as detailed in the General Exclusions (A).

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

Period of Cover means the period between the start date and end date stated on **Your** Insurance Schedule.

Policy 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. Summit Insurance Services Limited is authorised and regulated by the Financial Conduct Authority under registration number 300172. Summit Insurance Services Limited are registered in England & Wales under number 2714711.

Territorial Limits means the United Kingdom of Great Britain & Northern Ireland.

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.

Theft/Stolen means the unauthorised dishonest appropriation of the **Equipment** specified on your Schedule of Insurance, by another person with the intention of permanently depriving you of it. **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.



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We/Us/Our/Insurer means Wakam SA

Year of Cover means 12 (twelve) months from the inception date of the policy and every anniversary of that date while the policy is in force.

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.

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) Ensure the repair of the **Equipment** is by a qualified repair engineer authorised by the **Insurer**; or replace the **Equipment** with **Equipment** of a similar specification;
- b) 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; and
- e) The total liability of the **Insurer** for any claim will not exceed the Sum Insured value of the **Equipment** being claimed for.
- f) If **Your Equipment** is replaced under this policy, this policy expires and **You** will need to purchase a new policy for the new replacement **Equipment**.

GENERAL CONDITIONS

1. 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 at **Your Home** in the United Kingdom and all repairs must be carried out by a repairer approved by **Us**.

2. 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**.

3 Territorial Limits of Cover. Cover applies throughout the **Territorial Limits** of the policy and is also automatically extended for up to 60 days in total in any 12month rolling period to include use of the **Equipment** anywhere in the world for any trip and is subject to any repairs being carried out in the UK by repairers approved by **Us**. No cover is provided for claims where **You** are travelling to a country where the Foreign and Commonwealth Office (FCO) have advised against all but essential travel. **You** can check the FCO travel advice at www.fco.gov.uk.

4. Maximum You can recover under this Policy

For any one claim or in the aggregate (ie total number of claims), during each **Year of Cover**, the maximum **We** will pay is the original purchase price paid by **You** for the **Equipment**, subject to the maximum number of claims allowed, per **Year of Cover** under the policy as detailed in the General Exclusions point (a.) on page 8 below.

5. Excess- The sum specified in the **Insurance Schedule** that **You** must pay to the **Claims Administrator** before a repair is made. The **Excess** is non-refundable whatever the ultimate cost of that repair.

EXCLUSIONS – WHAT IS NOT COVERED

Mechanical Breakdown

We will not pay for any claim as a result of an **Insured Event** occurring because of:

- 1) Intentional act or wilful neglect.
- 2) Intentional or reckless overloading of, or the imposition of any abnormal conditions on, the **Equipment**.
- 3) The repair or replacement of Components which were faulty or had suffered a **Breakdown** prior to the policy start date of the insurance.



- 4) Any damage caused during delivery, installation or transportation of the **Equipment** by a third party.
- 5) Any **Breakdown** cost already covered by any manufacturer's, supplier's or repairer's guarantee or warranty on a Product.
- 6) Any inherent failure that should be covered under the Manufacturer's liability.
- 7) Replacement or recall of the **Equipment** (or any part) by a supplier or the manufacturer.
- 8) Modifications or variations made to the **Equipment** that is different to the **Equipment's** original manufacture and purpose.
- 9) Modifying or making the **Equipment** comply with legislation, work on the **Equipment** that is only required due to legislation changes or making it safely accessible.
- 10) Your failure to follow the manufacturer's instructions.
- 11) Application of incorrect or abnormal electrical or signal connection to the **Equipment**.
- 12) Defects in external wiring and electrical connection that are not an integral part of the **Equipment**.
- 13) Permanent or temporary interruption of **Your** electricity supply.
- 14) Costs incurred by our Authorised Service Partners or **Us** where no fault is found with **Your Equipment**.
- 15) Routine maintenance, cleaning and servicing of the **Equipment**.
- 16) Repairs carried out by any other repairer who is not **Our** Authorised Repairer.
- 17) Costs or loss arising from not being able to use **Your Equipment** (e.g.hiring a replacement TV), or incidental costs caused by Breakdown or repair (e.g. costs to remove or reinstate built-in or fitted equipment).
- 18) Any **Equipment** purchased outside of the **Territorial Limits** or any item of **Equipment** which has been purchased second hand, at auction or from an online auction site.
- 19) Damage to any other property or possessions, unless it is **Our** fault.
- 20) Wear and Tear and worn-out components which have reached the end of their natural/normal effective lives because of their age and/or usage.
- 21) Cosmetic damage such as damage to paintwork, dents and scratches.
- 22) Any loss, damage or impairment to functionality caused by: **Theft**, attempted **Theft**, neglect, deliberate damage or damage caused by animals, insect, vermin, infestation, plants or trees.
- 23) Foreign bodies (unwanted matter that has entered the **Equipment**), neglect, wilful abuse or misuse of the **Equipment** and any damage caused by the **Equipment** being used after any fault became apparent.
- 24) Any loss, damage or impairment to functionality caused by: earthquake, flood, lightning, fire, wind, humidity, weather conditions, salt spray, storm or other natural events or catastrophes, abnormally high or low temperatures,
- 25) Any loss or damage are impairment due to plumbing problems, corrosion, chemical exposure,
- 26) radiation, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion, man-made events or catastrophes or technological hazards (such as computer viruses or date-change faults).
- 27) Repairs, maintenance work, or use of spare parts, which were not authorised by **Us**.
- 28) Damage to ceramic or glass surfaces.
- 29) Data files lost due to a repair or replacement and **Your** failure to back them up.
- 30) Education, commercial or business-use including use by charities, not-for-profit organisations, local government or other such similar organisations (unless the correct premium has been paid by **You** and business-use or educational-use is indicated on **Your Insurance schedule**
- 31) Any claim where the **Equipment** is sited at an address other than **Your Home** or the property listed on **Your Insurance Schedule**. Important reminder: For policyholders who have purchased this CompuWarranty Insurance policy as an individual and not either as a business entity or an educational establishment, **Your** home address should be the same address as the one registered on **Your** CompuWarranty Insurance policy.
- 32) Fraud or attempted fraud, or where the condition of the **Equipment** is not consistent with the description **You** gave when making the claim.
- 33) The cost of replacing any accessories or consumables including but not limited to - external fuses, batteries, rechargeable batteries, power cells, light bulbs changeable by the user, cables and cable joints, plugs, printer toner or ink cartridges and printer ribbons.
- 34) The cost of call-out, inspection, materials and labour charges covered under any other insurance or service contract that **You** have.
- 35) For **Equipment** that includes software, external data carriers other input devices (scanners, joysticks, mouse devices), other external controllers (if not included in the **Insurance Schedule** when purchasing the **Equipment**),
- 36) The costs of installing, modifying and upgrading software.
- 37) For **Equipment** with screens - repairs due to pixel failure where the number or location of pixels does not exceed the manufacturer's acceptable limit, marks on the screen, or burned screens.
- 38) For televisions: the change from analogue to digital broadcasting including terminating analogue transmissions, software interface problems, satellite or cable systems or gaining access to cables within the fabric of a building or wall.

General Exclusions

We will not provide any cover for:

- a) More than two claims in any one **Year of Cover** period starting from the policy start date for each individual item of Equipment insured under this policy.
- b) Any claim arising outside of the **Period of Cover** as shown on the **Insurance Schedule**.
- c) Any claim or claims, that in the aggregate (i.e. total claims), would take the total value of paid claims during the Cover Period, above the **Item Sum Assured** for this Insurance Policy.
- d) Any **Equipment** not covered under the policy.
- e) Any claim if **You** do not meet the eligibility requirements for this policy.
- f) **Accidental Damage, Accidental Loss** and **Theft** of any kind.
- g) Any claim which happens while an item of **Equipment** is in the possession of anyone other than **You** or an **Authorised Person**.
- h) Drones are not eligible for cover under this policy.
- i) Any claim which is covered under the warranty or guarantee provided by the manufacturer or retailer.
- j) Additional **Equipment** or accessories which are used with an item of **Equipment**.
- k) Any claim resulting from the failure of an item of **Equipment** to correctly recognise or process any calendar date or time.
- l) Value added tax (VAT) if **You** are registered for VAT with HM Revenue and Customs.
- m) Any additional carriage costs if an item of **Equipment** needs to be collected from, or delivered to, an address outside the United Kingdom.
- n) 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**.
- o) Reconnection costs or subscription fees of any kind.
- p) Any loss other than the cost of repairing or replacing an item of **Equipment**.
- q) Any liability arising out of **Your** use or ownership of an item of **Equipment**, including any illness or injury resulting from it.
- r) Any loss or damage resulting directly or indirectly from **War**, invasion, act of foreign enemy hostilities or operations assimilated to acts of **War** (whether declared or not), civil war, mutiny, public disorder which takes the proportions of a popular insurrection, rebellion, revolution, military or usurped power, martial law, confiscation, requisition, destruction of or damage to property by or under the orders of any government of local authority or **Terrorism**.
- s) **You** or an **Approved Person** engaging in active **War**.
- t) Any loss or damage caused by nuclear energy directly or indirectly by a nuclear reaction, nuclear radiation or nuclear
- u) Damage resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- v) **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.

MAKING A CLAIM

Who to contact

To make a claim, visit <https://mbginsurance.co.uk/claims/gadget/gadget/> or call the **Claims Administrator** on 0191 259 6378. Lines are open between 9.00am and 5:00pm Monday to Friday. Alternatively, please write to: MB&G Cobalt Business Exchange, Cobalt Business Park, Newcastle Upon Tyne NE28 9NZ Calls may be recorded for training, compliance and fraud prevention purposes.

Things You Must Do

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 or keep **Our** losses to a minimum, **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 **Our** interests being prejudiced, your claim may be reduced or declined as a consequence.
- b) **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.



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- 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.
- pay to the **Claims Administrator** the **Excess** as set out in the **Insurance Schedule** once your claim has been approved.

If **You** cannot provide Evidence of Ownership, **Your** claim will not be valid.

- c) If an item of **Equipment** is damaged, **You** must provide the item for inspection and repair.

Manufacturer's Warranty:

If an item of **Equipment** is damaged or suffers a **Breakdown** and is still within the manufacturer's warranty period, **You** must 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:

- 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
- 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.

CANCELLATION

Your Cancellation Rights

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



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

The Insurers' Cancellation Rights

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

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

COMPLAINTS PROCEDURE

Complaints regarding:

SALE OF THE POLICY

Please contact Summit Insurance Services Limited who arranged this insurance on **Your** behalf. You can get in touch by emailing complaints@compucover.co.uk or by writing to:

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

Alternatively, **You** can contact **Us** by telephone on **01788 563 100**

Complaints regarding:

CLAIMS / SERVICE

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 The Customer Services Director. The contact details are:

Claims Administrators
Customer Relations
MB&G
Cobalt Business Exchange, Cobalt Park Way
Newcastle Upon Tyne
NE28 9NZ
Email: gadgets@mbginsurance.com

Telephone: 0191 259 6378

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

The **Claims Administrator** will make every effort to resolve **Your** complaint immediately. If they cannot resolve **Your** complaint by the end of the next working day they will acknowledge **Your** complaint within 5 days of receipt and will do their best to resolve the problem within four weeks by sending **You** a final response letter.

If they are unable to resolve **Your** complaint in this time, they will write to advise **You** of progress and will endeavour to resolve **Your** complaint within the following four weeks.

If **You** are still dissatisfied after receiving their final response letter **You** may refer **Your** complaint to the Financial Ombudsman Service at the following address:

Financial Ombudsman Service
Exchange Tower Harbour Exchange Square, London E14 9SR
www.financial-ombudsman.org.uk



You have the right of referral to the Ombudsman within six months of the date of **Your** final response letter. Whilst **We** and **Our** UK service providers are bound by the decision of the Financial Ombudsman Service, **You** are not. Following the complaints procedure above does not affect **Your** right to take legal action.

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** are unable to meet **Our** obligation to **You** under this contract. Further information can be obtained from the:-

Financial Services Compensation Scheme
10th Floor, Beaufort House
15 St. Botolph Street
London
EC3A 7QU

Tel: **0800 678 1100** (Freephone) or **020 7741 4100**.

Website: www.fscs.org.uk

DATA PROTECTION NOTICE

Introduction

In the context of the services and products that **We** and its partners provide **You** with, **You** are required to communicate to **Us** **Your** personal data ("personal data" or "data"). This Privacy Notice is provided to **You** to help **You** better understand how **We** collect, process and protect **Your** personal data.

We are committed to comply with applicable data protection regulations, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as well as the French Data Protection Law (Loi n°78-17 du 6 janvier 1978 relative à l'informatique, aux fichiers et aux libertés, modifiée) (together the "Data Protection Legislation").

About us

Wakam is a public limited company, registered with the Paris Trade and Companies Registry under N° 562 117 085. Its head office is located at 120-122 rue Réaumur, 75002 Paris, France.

Categories of personal data collected

In the course of providing **Our** products and services, **We** may collect and use personal data about **You**, such as:

- Information relating to **Your** identity (last name, first name(s), postal address, telephone number, e-mail address...);
- Policyholder information (insurance policy number, bank account number, payment card details, billing, payment history, etc.);
- Customer complaint and claim information (complaint number, date and reason for loss, call history, loss details, policy reference number and supporting documents); and
- Information about the insured device (brand, model, serial number, registration number, identification number, date of purchase, etc.).

As part of the processing of these data, **We** may collect data relating to offences, convictions and security measures at the time of your subscription to the insurance contract, during the execution of this contract or as part of the dispute management process.

Some of **Our** products may involve the processing of so-called "sensitive" personal data, such as health data. These data will be processed solely for the purpose of fulfilling our commitments to **You** and in strict compliance with the legal provisions applicable to such data.

You can choose whether or not to provide us with this data. **We** may not be able to provide you with specific products or services if **You** do not provide **Us** with certain data.



Why We process Your personal data

Your personal data is used for the following purposes:

- The management of **Your** contract and insurance policy, the execution of contract guarantees (including claims management), customer complaint and dispute management, such processing being necessary for the execution of **Your** contract;
- Risk control and monitoring, which enables **Us** to prevent fraudulent activities and ensure the recovery of sums due and is therefore necessary based on our legitimate interests;
- The elaboration of statistics and actuarial studies, which enables **Us** to improve the offers and services offered and is therefore necessary based on **Our** legitimate interests; and
- Preventing insurance fraud and money laundering in order to comply with **Our** legal obligations.

Disclosure of Your personal data

Your personal data may be disclosed to the following third parties:

- To **Our** group companies such as **Our** parent company and its affiliated companies;
- To **Our** service providers and subcontractors, for the purposes of managing and executing **Your** contract;
- To other insurance companies (intermediaries, reinsurers); and
- To public authorities, in order to prevent or detect fraud or any other criminal activity and to meet **Our** legal and regulatory obligations.

International transfers of your personal data

We may transfer your personal data outside the European Union, particularly to countries that are not considered to provide a sufficient level of protection according to the European Commission. In order to ensure an adequate level of security, such transfers will be governed by the Standard Contractual Clauses established by the European Commission, or by other appropriate safeguards in accordance with Data Protection Legislation.

Personal data retention period

Your personal data will be kept for the time strictly necessary for the provision of the service and the execution of the contract, and in accordance with **Our** data retention policy. **Your** personal data may also be retained for any additional period required or permitted by applicable legal provisions, including the statute of limitations to which **We** are subject.

Your rights

In accordance with the Data Protection Legislation, **You** have the right to access, rectify, delete, limit, oppose, request data portability, not to be subject to an automated individual decision-making (including profiling), as well as the right to give instructions regarding the use of **Your** personal data posthumously. Please note that the exercise of these rights is however not absolute and is subject to the limitations according to applicable law.

If **You** consider that the processing of **Your** personal data constitutes a violation of the Data Protection Legislation, **You** also have the right to file a complaint with the Commission Nationale de l'Informatique et des Libertés, at the following address: CNIL - 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07.

To obtain a copy of **Your** personal data held by **Us**, for more information or to exercise **Your** rights relating to **Your** personal data, please contact **Us** at the address or email address indicated in the section below.



In partnership with

wakam

Contact Us

If **You** have any questions or queries regarding the use of your personal data, or to exercise **Your** rights relating to such personal data, please contact Our Data Protection Officer at the following address:

Délégué à la Protection des Données
Wakam
120-122 rue Réaumur
75002 Paris
France

Or by email to: dpo@wakam.com

RIGHTS OF THIRD PARTIES

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

For **Your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him/her to or if the contract confers a benefit upon him/her.

However, the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see www.legislation.gov.uk or contact the Citizens Advice Bureau.

LAW & JURISDICTION

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

SANCTIONS

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

THE INSURERS

This insurance is underwritten by Wakam ("Us").

REGULATORY DETAILS

This policy is underwritten by Wakam, a limited company registered with the Paris Trade and Companies Register (company number 562 117 085) of 120-122 Rue Reaumur, 75002 Paris, France.

Wakam is authorised and regulated by the Autorité de Contrôle Prudentiel et de Résolution in France. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorization are available on the Financial Conduct Authority's website.

You can check the details of **Our** authorisation on the Financial Services Register at <https://register.fca.org.uk>.

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

The **Claims Administrator**,

MB&G is authorised and regulated by the Financial Conduct Authority registration number 306978. and registered in England No: 01478159.

