compucover

Policy Wording

Accidental Damage Insurance

computer

tablet

equipment

In partnership with

wakam

INTRODUCTION

This insurance is arranged by Summit Insurance Services Limited ("Summit"), who is also the **Policy Administrator** for the CompuCover insurance programme. Summit is referred to as the **Policy Administrator** in this Policy Wording and **You** can contact them at:

Address: Summit Insurance Services Limited, 5 Cloisters House, Cloisters Business Centre, 8 Battersea Park Road, London SW8 4BG. Tel: 01788 563 100.

Provided **You** have paid the premium specified in the **Insurance Schedule,** this insurance policy will protect **You** from **Insured Events** that damage **Your Equipment** detailed in the **Insurance Schedule** for the duration of the policy period.

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 Wording and **You** can contact them at:

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

This policy is underwritten by Wakam. Wakam UK Limited is a company registered in England and Wales with company number 14778827, having its registered office at 18th & 19th Floors 100 Bishopsgate, London, United Kingdom, EC2N 4AG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Firm Reference Number 995565. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

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

Wakam UK Limited 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 as they will help **You** 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 10 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.

This Policy Document and **Your** Insurance Schedule are issued to **You** by Summit in its capacity as agent of the **Insurer**. In exchange of **Your** paying the premium amount referenced in **Your** Insurance Schedule, **You** are insured in accordance with the Terms & Conditions contained in these documents (and any amendments made to them) for the duration of **Your** policy.

Signed by

David Milner, Managing Director, Summit Insurance Services Limited

THE POLICY

We will provide the Insurance described in this Policy Document (**Accidental Damage** only) 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 only covers **Your Equipment** when in the care of **You** or a member of **Your Immediate Family**.

This policy will not be in force unless the correct premium has been received by **Us** and it has been agreed by **Our** authorised official 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.

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 **Us** about **Yourself** and **Your Equipment**.

You must tell the **Insurer** immediately

- of any changes to this information including any change of address.
- 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. To notify **Us** about changes in **Your** circumstances, please contact the **Policy Administrator**.

Your legal rights

This Insurance is in addition to **Your** legal rights and is not to be substituted for the supplier's liability if the **Equipment** is found to be unfit for the purposes for which they were intended, or are not as described or are not of satisfactory quality.

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 website.
e) **Your Equipment** must have been purchased as new within the **Territorial Limits**.
f) Insurance cover for **Accessories** can only be purchased where **You** have also purchased Insurance cover for the main or primary **Equipment**.
g) **Your** registered address must be within the Territorial Limits.
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.

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 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**.

Accessory / Accessories means small related items that **You** purchase at the same time as the primary or main **Equipment** from **Your** dealer or retailer and where **You** also purchase a separate CompuCover Insurance policy for each individual **Accessory** that **You** wish to cover. The product category of **Accessory / Accessories** includes items such as but not limited to projectors, power chargers, dictation machines & spell-checkers, protective cases & sleeves, backpacks, headphones & headsets, microphones, portable HDDs, speakers, power banks, Apple pencils & styli and USB-Hubs and that are used in conjunction with **Your** insured **Equipment**. **Evidence of Ownership** for **Accessories** will need to be provided by **You**, at point of claim.

Accidental Damage means any damage, including damage caused by fire and/or liquid damage, caused to **Your** Equipment which was not deliberately caused by **You** or any other person.

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.

Accidental Loss means that the **Equipment** has been accidentally left by **You** in a location and **You** are permanently deprived of its use. Accidental Loss is not covered by this policy.

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 breaking or burning out of any part of **Your Equipment** whilst in ordinary use arising from internal electronic, electrical or mechanical defects in **Your Equipment** and which causes a sudden stoppage to **Your** ability to use **Your Equipment** in the way intended by the manufacturer of the **Equipment**.

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, Smart Watches and Accessories such as but not limited to Styli, Keyboards, Mouse, USB Adaptors, Backpacks and Cases (and which are used in conjunction with the insured primary Equipment. Please refer to **Your** Insurance Schedule for a 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.

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. The amount of **Excess**, per claim incident, that **You** have to pay is detailed on **Your Insurance Schedule**.

Fire Damage means any physical damage to the **Equipment** as a result of burning. This damage may either be directly caused by the flames or could occur due to smoke and other corrosive substances emitted by the fire.

Flood Damage means any physical damage to the **Equipment** caused by the effects of the overflow of a large amount of water beyond its normal limits.

Home means the permanent UK residence shown on **Your Insurance Schedule.**

Immediate family means **Your** mother, father, son, daughter, spouse, domestic partner, or other family member who resides with **You** at **Your Home**.

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 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 **Fire/Flood Damage**. Please refer to **Your Insurance Schedule** for **Your** specific level of cover.

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 the Insurance Schedule.

Policy Administrator means the party, person or company who arranged this insurance on **Your** behalf. This is Summit Insurance Services Limited, 5 Cloisters House, 8 Battersea Park Road, London SW8 4BG Tel: **01788 563 100**.

Reasonable Precautions means **You** shall take all reasonable steps and precautions to prevent accidents or losses to the insured **Equipment**.

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 Insurance Schedule**, by another person with the intention of permanently depriving **You** of it.

Unattended means not within **Your** sight at all times or out of **Your** arms-length reach when away from **Your Home**, office or school.

Violent and Forcible Entry means the unlawful entry to a property 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.

We/Us/Our/Insurer means Wakam

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 is a UK citizen or permanent resident and 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, **We** will, at **Our** sole discretion:

a) Repair of the **Equipment** by a qualified repair engineer authorised by the **Insurer**; or replace the **Equipment** with equipment of a similar specification;
b) **We** will endeavour to replace the **Equipment** with **Equipment** of a comparable specification and price but is not obliged to do so where this is not possible. In such circumstances **We** will offer an alternative settlement solution at **Our** sole discretion;
c) **We** are not liable for the payment of Value Added Tax (VAT) where **You** are registered with HM Revenue and Customs for VAT;
d) **We** will only pay for carriage costs within the UK. **You** must pay for any additional carriage costs if the **Equipment** needs to be collected and/or delivered outside the UK;
e) **Our** total liability will not exceed the sum insured of the **Equipment** being claimed for; and
f) There is a maximum number of eligible claims during the policy term:
    i. For all product categories excluding **Accessories** - The maximum number of claims permitted per item of **Equipment**, during the policy term, is limited to no more than two claims in any, **Year of Cover** and subject to the policy limits detailed under the **Item Sum Insured** as defined above.

ii. For the **Accessories** product category – The maximum number of claims permitted is limited per item of **Equipment** to one claim in any **Year of Cover** and subject to the policy limits detailed under the **Item Sum Assured** as defined above.

GENERAL CONDITIONS

1. **Locations Where Cover is Provided** - Cover applies to the Territorial Limits and extends to worldwide cover for up to 60 days in total in any 12-month rolling period however 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.

   Please be advised that 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**.

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. **Water Bottles** - It is a condition of this policy that water bottles should not be carried in the same bag as the insured **Equipment** unless the bag has an integrated but separate (waterproof) compartment specifically for transporting bottles.

4. **Maximum You can recover under this Policy**- 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 point (a.) below on page 9).

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

Accidental and Malicious Damage We will not pay for any claim:

a) caused by **You** not taking **Reasonable Precautions** to protect **Your Equipment** or deliberately damaging or neglecting an item of equipment;
b) caused by **You** not following the manufacturer's instructions;
c) caused by routine servicing, inspection, maintenance or cleaning;
d) caused by, or arising from, a manufacturing defect or recall;
e) for the replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials.
f) resulting from repairs carried out by a repairer not authorised by **Us**;
g) 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;
h) resulting from wear and tear or the gradual deterioration of performance; or
i) for the 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.
j) 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.
k) Lack of protection to Tablets, Laptops and Smartphones used at Educational Facilities (Schools, Colleges and Universities) - any claim for Accidental Damage where **You** cannot prove that the **Equipment**, at the time of the incident, was protected by an approved CompuCover protective case or sleeve.
l) Where damage has been caused to **Your** Equipment where **Your** water bottle has leaked whilst being carried in the same bag as the **Equipment** and where it (**Your** water bottle) was not placed in an integrated but separate (waterproof) compartment specifically designed for transporting bottles.

General Exclusions applicable to all types of cover We will not provide any cover for:

a) For product categories apart from **Accessories** - More than two claims in any **Year of Cover.** For the **Accessories** product category, more than one claim in any **Year of Cover**.
b) Any claim if **You** do not meet the eligibility requirements for this policy.
c) **Accidental Damage** as a result of **You** or an **Authorised Person** not taking **Reasonable Precautions** and care of an item of **Equipment**.
d) Any claim which happens while an item of **Equipment** is in the possession of anyone other than **You** or an **Authorised Person**.
e) Any claim which is covered under the warranty or guarantee provided by the manufacturer or retailer.
f) Additional **Equipment** or **Accessories** which are used with an item of **Equipment** unless **You** have purchased insurance cover from **Us** for those **Accessories** and additional **Equipment**. Cover for accessories can only be purchased if **You** also purchase insurance cover for the primary **Equipment**.
g) Any claim resulting from the failure of an item of **Equipment** to correctly recognise or process any calendar date or time.
h) Value added tax (VAT) if **You** are registered for VAT with HM Revenue and Customs.
i) Any additional carriage costs if an item of **Equipment** needs to be collected from, or delivered to, an address outside the United Kingdom.
j) 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**.
k) Reconnection costs or subscription fees of any kind.
l) Any loss other than the cost of repairing or replacing an item of equipment.
m) Any liability arising out of **Your** use or ownership of an item of equipment, including any illness or injury resulting from it.
n) 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 or one assimilated to it, military revolt, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation, nationalization, requisition, destruction of or damage to property by or under the orders of any government or local authority or **Terrorism**.
o) **You** or an **Authorised Person** engaging in **Active War**.
p) Any loss or damage caused by nuclear energy directly or indirectly by a nuclear reaction, nuclear radiation or nuclear contamination
q) Damage resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
r) **Accidental Loss** of any kind.
s) The costs of repair and replacement, under an approved claim, if **You** have not paid the policy **Excess**.
t) Any work carried out by the **You** to upgrade/bespoke their **Equipment** unless it has been undertaken by a manufacturer approved service agent.
u) Correction of **Equipment** where inadequate repairs or upgrades have been carried out by third party repair centres, not authorised by us.
v) Any claims for **Breakdown** to **Your Equipment** following the expiry of **Your** manufacturer's warranty period.
w) Any claim where the circumstances cannot be clearly identified i.e. where **You** are unable to confirm the date and time of the occurrence.
x) For smartphones and tablets only, any claim where proof of usage cannot be provided or evidenced; such evidence must show the IMEI/serial number of the **Equipment** on cover.
y) The cost of routine inspection service adjustment or cleaning or any damage caused to the **Equipment** during these processes.
z) Repair or replacement arising as a result of **You** not taking **Reasonable Precautions,** negligent use wilful abuse or misuse.

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 but in any event, within 14 days of **You** becoming aware of an incident.

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

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 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

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

b) recover (from **You**) any payments **We** have already made in respect of that claim; and

c) 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 **Claims Administrator** will provide **You** with a new or fully refurbished item of a comparable specification and price, taking into account 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

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 applied by the **Policy Administrator** of £10.

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 compaints@compucover.co.uk or by writing to:-

Summit Insurance Services Limited
5 Cloisters House, Cloisters Business Centre
8 Battersea Park Road
London SW8 4BG

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 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: http://www.fscs.org.uk

DATA PROTECTION NOTICE

Introduction

In the context of the services and products that Wakam and its partners (together "we", "us", "our") 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 UK GDPR (General Data Protection Regulation) and the DPA (Data Protection Act) 2018, 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").

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 Information Commissioner's Office via https://ico.org.uk/make-a-complaint/

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.

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:

Data Protection Team
Wakam UK Limited
18th & 19th Floors 100 Bishopsgate,
London, EC2N 4AG, United Kingdom

Or by email to: mailto:uk_dataprotection@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 non-exclusive jurisdiction of the courts of England and Wales.

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.

REGULATORY DETAILS

This policy is underwritten by Wakam.

Wakam UK Limited is a company registered in England and Wales with company number 14778827, having its registered office at 18th & 19th Floors 100 Bishopsgate, London, United Kingdom, EC2N 4AG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Firm Reference Number 995565.

You can check the details of **Our** authorisation on the Financial Services Register at www.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 number306978 and registered in England No: 01478159.