

SUPERCOVER CERTIFICATE OF INSURANCE

TERMS AND CONDITIONS

This insurance is arranged by Supercover Insurance Ltd and underwritten by Jubilee, Lloyd's Syndicate 5820.

The Lloyd's Managing Agent for Lloyd's Syndicate 5820 is Jubilee Managing Agency Limited. It is entered in the Register of Lloyd's Managing Agents. Registered Office: Sidcup House, 12-18 Station Road, Sidcup, Kent DA15 7EX. Registered in England number 04434499.

Supercover Insurance Ltd is authorised and regulated by the Financial Services Authority.

You can visit the Financial Services Authority website, which includes a register of all regulated firms at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

CERTIFICATION OF COVER

This Certificate combined with **your** insurance schedule certify that insurance has been effected between **you** and the **us**. In return for payment of the premium **we** agree to insure **you** in accordance with the terms and conditions contained in and endorsed on these documents. **We** have entered into a Binding Authority Contract reference number EW140 with Supercover Insurance Plc under which the insuree authorizes Supercover Insurance Plc to sign and issue these documents on their behalf.

Signed by

Amanda Kerry-Wallington
Supercover Insurance Ltd

Supercover Insurance Ltd

INTRODUCTION

This policy provides insurance for **your electronic equipment** while **your** policy is in force as stated in the insurance schedule, subject to the terms, conditions, and limitations shown below or as amended in writing by **us**.

This contract of insurance is an annual policy but can be paid monthly or annually.

For insurance policies paid monthly, the policy is only in force if the monthly premium has been paid.

Your schedule will confirm if you pay annually or monthly.

DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in **bold** in this certificate.

Accidental loss means that the **electronic equipment** has been accidentally left by **you** in a location and **you** are permanently deprived of its use.

Commercial vehicle - any vehicle used wholly or partly for commercial or business purposes or any other vehicle that is being used for commercial or business purposes at the time of any loss or damage to the **electronic equipment**.

Electronic equipment - the single item insured by this certificate, purchased by **you** and provided by a supplier approved by **us**.

Immediate family - **your** mother, father, son, daughter, spouse, domestic partner who permanently resides with **you**.

Reasonable precautions - all measures that it would be reasonable to expect a person to take in the circumstances to prevent accidental loss, damage or theft of **your electronic equipment**.

Terrorism means any act of any person or organization involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

Unattended - not within **your** sight at all times and out of **your** arms-length reach.

We, us, our - Jubilee, Lloyd's Syndicate 5820.

You, your - the person, who owns the **electronic equipment** as stated on the insurance schedule.

WHAT WE WILL COVER

A. Accidental Damage

We will pay repair costs if **your electronic equipment** is damaged as the result of an accident.

B. Theft

If **your electronic equipment** is stolen **we** will replace it. Where only part or parts of **your electronic equipment** have been stolen, **we** will only replace that part or parts.

C. Accidental Loss

If **you** lose **your** mobile phone or PDA **we** will replace it. iPhones are not automatically covered for **accidental loss**. If you selected the option to pay an additional premium and cover your iPhone for **accidental loss**, this will be shown on your schedule of insurance.

No other **electronic equipment** is insured for **accidental loss**.

D. Breakdown which occurs outside of the manufacturer's guarantee period. This cover is not available on laptops or computers.

E. Fraudulent Call Use

If **your electronic equipment** is a mobile phone, is lost or stolen, and covered by **your** policy, **we** will refund the cost of calls made from the mobile phone after the time it was lost or stolen up to a maximum of £100. Itemised bills must be provided.

CLAIM LIMITS

1. This cover is limited to one replacement per year, and up to the amount specified in the Insurance Schedule
2. All **electronic equipment** reduces in value over time. To reflect this, where a piece of **electronic equipment** is replaced following a valid claim, **we** will reduce the benefit under this policy on a sliding scale applied at a rate of 10% per year from the end of year 2, up to a maximum of 70% reduction in original cost for **electronic equipment** of 9 years or older.

POLICY EXCESS

There is an excess fee for all claims which must be paid before **your** claim can be approved. If **your** claim is for a laptop, there is a £75 excess fee for each claim within the UK and £100 for any international claim.

If **your** claim is for an iPhone, there is a £75 excess fee for each theft or damage claim and £100 for an **accidental loss** claim.

For all other items, there is an excess fee of £40 for theft / damage claims and £60 for loss claims and £75 for international claims.

WHAT WE WILL NOT COVER

Your electronic equipment is not covered for:

1. Theft or Loss:
 - from any **commercial vehicle**, convertible or soft top vehicle;
 - from any motor vehicle where you or someone acting on **your** behalf is not in the vehicle, unless the **electronic equipment** has been concealed in a locked boot, locked glove compartment or other locked internal compartment and all the vehicle's windows and doors closed and locked and all security systems have been activated. A copy of the repairers account for such damage to the vehicle must be supplied with any claim
 - from any building, land or premises unless force, resulting in damage to the building or premises, was used to gain entry or

exit; A copy of the repairers account for such damage must be supplied with any claim

- from **your** control or the control of any member of **your immediate family**, except where it has been concealed either on or about the person and not left **unattended**, or the use of physical force or violence against the person has been used or threatened;
 - where the **electronic equipment** has been left **unattended** when it is away from your home;
 - where **reasonable precautions** have not been taken;
 - any theft not reported to the police within 24-hours and a crime reference number obtained;
2. Loss or damage caused by:
 - **you** deliberately damaging or neglecting the **electronic equipment**;
 - **you** not following the manufacturer's instructions;
 - routine servicing, inspection, maintenance or cleaning;
 - the use of accessories.
 - if left on any motor vehicle roof, bonnet or boot;
 3. Repair or other costs for:
 - routine servicing, inspection, maintenance or cleaning;
 - loss caused by a manufacturer's defect or recall of the **electronic equipment**;
 - replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
 - repairs carried out by persons not authorised by **us**;
 - wear and tear or gradual deterioration of performance.
 - where the serial number has been tampered with in any way.
 4. Any kind of damage whatsoever unless the damaged **electronic equipment** is provided for repair.
 5. Any loss of a SIM (subscriber identity module) card.
 6. Loss of or damage to accessories of any kind.
 7. Any loss or damage caused by the failure of any electrical or computer equipment, software, micro-controller, microchip, accessories or associated equipment to correctly recognise and process any calendar date or time.
 8. If a SIM card was not in a **mobile phone** at the time of the loss, damage or theft that was registered to **you**.
 9. Reconnection costs or subscription fees of any kind.
 10. The cost of replacing any personalised ring tones or graphics, downloaded material or software.
 11. Any expense incurred as a result of not being able to use the **electronic equipment**, or any loss other than the repair or replacement costs of the **electronic equipment** or any loss other than the repair or replacement costs of the **electronic equipment** unless relating to unauthorized call use for **your** mobile phone up to the maximum value of £100.

Please note: if you are insuring an item without SIM card capability, all exclusions relating to SIM cards are not applicable.

GENERAL EXCLUSIONS

This insurance does not cover

1. Loss where the circumstances of the loss cannot be clearly identified, i.e. where **you** are unable to confirm the time and place of the loss.
2. Any indirect loss or damage resulting from the event which caused the claim under this policy;
3. Liability of whatsoever nature arising from ownership or use of the **electronic equipment**, including any illness or injury resulting from it.
4. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.

5. Loss of Data or Software
Any loss of or damage to information or data or software contained in or stored on the **electronic equipment** whether arising as a result of a claim paid by this insurance or otherwise.
6. War Risk
Terrorism, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.
7. Nuclear Risk
Damage or destruction caused by, contributed to or arising from:
 - a. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.
8. Sonic Boom
Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.

REPLACEMENT

If **we** determine that your **electronic equipment** needs to be replaced following a valid claim:

1. and if it cannot be replaced with an identical **electronic equipment** of the same age and condition, **we** will replace it with one of comparable specification or the equivalent value, taking into account the age and condition of the original **electronic equipment**.
2. this policy will not automatically cover the item or items of replacement equipment for the remainder of the policy year in which the claim has been settled. However, the replacement **electronic equipment** may be insured on payment of an additional premium, which will be proportionate to the balance of the policy year.

CONDITIONS AND LIMITATIONS

1. Unless **we** have agreed differently with **you**, English law and the decisions of English courts will govern this insurance.
2. This insurance only covers **electronic equipment** bought and used in the UK, the Isle of Man and the Channel Islands. Cover is extended to include use of the **electronic equipment** anywhere in the world up to a maximum of 90 days in total, in any single 12 month period, subject to any repairs being carried out in the UK by repairers approved by **us**.
3. The **electronic equipment** must be less than 6 months old with valid proof of purchase (not from online auctions) when the policy is started.
4. **You** must provide **us** with any receipts, documents or proof of purchase, that it is reasonable for **us** to request.
5. In the event of any claim **you** are responsible for the payment of any outstanding premium.
6. **You** cannot transfer the insurance to someone else or to any other **electronic equipment** without **our** written permission.
7. **You** must take all **reasonable precautions** to prevent any loss or damage.
8. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.
9. If **you** pay for **your** policy in monthly instalments and **you** make a claim **you** will be required to pay the remainder of the annual premium before **we** can process **your** claim.

CLAIMS PROCEDURE

1. You must:

- notify Supercover Insurance Plc on **0871 222 1130** as soon as possible in any event of any incident likely to give rise to a claim under this insurance;
 - report the theft or **accidental loss** of any mobile phone or PDA, within 12 hours of discovery to **your** Airtime Provider and blacklist **your** handset;
 - report the theft or **accidental loss** of any **electronic equipment** to the Police within 24 hours of discovery and obtain a crime reference number in support of a theft and a lost property number in support of an **accidental loss** claim;
 - provide details of the claim and any other contract, guarantee, warranty or insurance that may apply to the loss including but not limited to household insurance. Where appropriate a ratable proportion of the claim may be recovered direct from these Insurers.
2. If **we** replace **your electronic equipment** the damaged or lost item becomes **ours**. If it is returned or found **you** must notify **us** and send it to **us** if we ask **you** to.
- To help **us** improve service, **we** may record or monitor telephone calls.

FRAUD

We take a robust approach to fraud prevention in order to keep premium rates down so that **our** customers do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this insurance, the right to any benefit under this insurance will end, the policy will be cancelled and **we** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. **We** may also inform the police.

To prevent fraud, insurers sometimes share information. Details about **your** insurance application and any claim **you** make may be exchanged between insurers.

COMPLAINTS

Supercover is proud of its reputation for fairness in treatment of its customers. However, occasionally disputes or misunderstandings can arise.

Any enquiry or complaint **you** have regarding **your** policy should be addressed to The Customer Services Director, either by post, to: Supercover Insurance Ltd., 602 Cumberland House, 80 Scrubs Lane, London, NW10 6RF, or by email to: complaints@supercoverinsurance.com or by telephoning 0871 222 1130

You should provide details of **your** policy and in particular **your** policy reference number shown on **your** insurance schedule to help with the speedy handling of your inquiry.

After this action, if **you** are still not satisfied with the way a complaint has been dealt with, **you** may ask Lloyd's to review your case. The address is: Policyholder and Market Assistance, One Lime Street London EC3M 7HA. Telephone: 020 7327 5693. Facsimile: 020 7327 5225. E-mail complaints@lloyds.com

Complaints that cannot be resolved by Lloyd's may be referred to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Tel 0845-080-1800. Further details will be provided at the appropriate stage of the complaints process. These procedures do not affect **your** legal rights.

CANCELLATION

Cancellation by you

Your right to change your mind (cooling off period).

You may cancel the insurance, without giving reason, by sending written notice to Supercover and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents. **You** will receive a full refund of all premium paid provided that no claim has been made and **you** do not intend to make a claim.

Cancellation after the cooling off period

If **you** pay **your** premium by monthly instalments there will be no refund because **you** will have only paid for the cover **you** have already received.

If **you** pay the premium annually then provided no claim has been made **you** will receive a proportionate refund of the annual premium less an administration fee equal to 25% of the annual premium with a minimum fee applying of £10.

To cancel **your** policy please write to Supercover Insurance Ltd 602 Cumberland House, 80 Scrubs Lane, London, NW10 6RF, or by telephoning 0871 222 1130, or email claims@supercoverinsurance.com

Cancellation by us

We may cancel the policy by giving **you** 30 days written notice sent to **your** last known address. **We** will make a proportionate refund of the premium paid.

ALTERATION TO THE COVER OR PRICE

If **we** alter the terms of cover or price of **your** Supercover policy **we** will only do so at **your** next annual renewal date.

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** obligations to **you** under this contract. Further information can be obtained from the Financial Services Compensation Scheme (7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN) by phone on 020 7892 7300 and on their website at www.fscs.org.uk

DATA PROTECTION ACT 1998

Supercover does not pass any personal data about **you** to any third parties. When **you** apply for insurance and/or make a claim, **you** will be required to disclose relevant personal data about yourself to Supercover or their agents, including data which is deemed "sensitive" under the Data Protection Act 1998. **Your** explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when **you** make a claim. Please note that any information that **you** provide may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by yourself will be used by Supercover, its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any upgrade to this insurance, handle claims relating to this insurance and prevent fraud.