

## Nevett & Taylor Ltd - Computer Cover

This document provides full terms and conditions for **Your Insurance** as arranged by: Nevett & Taylor Ltd with UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No. SE000083. Registered Office: Plantation Place 30 Fenchurch Street, London, EC3M 3AJ

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

Please read this policy carefully and make sure **You** fully understand 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.

### **Cancellation**

**We** hope **You** are happy with the cover this policy provides however if, after reading this document, this **Insurance** does not meet with **Your** requirements please return it to The **Administrator** within 30 days of issue and **We** will refund **Your** premium. Thereafter **You** may cancel the **Insurance** cover at any time by writing to the **Administrator** however no refund of premium will be made.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms & conditions

Provided the premium has been paid in full by yourself, **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

### **Definitions**

The words or expressions detailed below have the following meaning wherever they appear in this policy and will appear in bold with a capital letter.

**Accidental Damage** - A sudden and accidental event resulting in the damage of any component of the **Equipment** which prevents normal operation and requires repair or replacement before normal operation can be resumed.

**Accidental Loss - Equipment** accidentally left **Unattended** in a public place.

**Administrator:** Nevett and Taylor Limited, 7 Union Road, New Mills, SK22 3EL.

**Consequential Loss:** Any other costs that are directly or indirectly caused by the **Insured Event** which led to **Your** claim unless specifically stated in this policy including but not limited to: loss of study or course work, photographs or video, loss of access to contracted internet services.

**Equipment:** The computer and ancillary **Equipment** described in the **Schedule** being of original manufacturer specification but excluding carrying cases, data carrying materials and any computer program or data information recorded thereon unless described in the **Schedule**.

**Force:** The actions of an individual or individuals where violent physical contact is applied to **You** or the threat of violent physical contact is made against **You**.

**Insurance:** the **Proposal** completed by **You**, the policy and policy **Schedule**.

**Insured Event:** means **Accidental Damage**, malicious damage or fire to, or the **Theft** of, all or part of the insured **Equipment**.

**Portable:** Means **Equipment** which is intended by the manufacturer to be carried on or about the person.

**Period of Insurance:** Means the period between the start and end date as recorded on **Your Schedule**.

**Proposal:** means any signed application and declaration together with any supporting information **You** may have supplied in support of **Your** application for **Insurance**.

**Schedule:** the written confirmation received from the **Administrator** confirming **Your** details, start date, end date, the cover and perils provided and the **Equipment** the subject of this policy.

**Territorial Limits:** the United Kingdom of England, Wales, Scotland, Northern Ireland, the Channel Islands, or the Isle of Man. Worldwide cover is included but limited to a maximum of 90 days provided that **Your** permanent place of residence is within the United Kingdom of England, Wales, Scotland, Northern Ireland, the Channel Islands, or the Isle of Man.

**Theft:** loss as a result of violent or forcible entry and/or exit from the **Locked** property stated on the **Schedule**, or **Theft** of the **Equipment** from the **Insured** involving **Force**. Where the **Equipment** is **Portable** cover extends within the **Territorial Limits** of the policy while under the control of the **Insured**.

**Total Insured Value:** The value of the **Equipment** as stated on the **Schedule**.

**Terrorism:** an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisations(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Unattended:** means not within **Your** immediate vicinity, sight and/or more than one metre away from your person.

**We, Us, Our, Insurer:** means UK General Insurance Limited on behalf of Great Lakes Insurance SE.

**You, Your, Insured:** The person stated on the **Schedule** who is a student in receipt of Disabled Student Allowance funding.

### **Type of Insurance and Cover**

In return for **Your** premium payment **We** will insure **Your Equipment** for the **Period of Insurance** as stated on **Your Schedule**, subject to the terms and conditions in this document and any variations and amendments which have been confirmed in writing by **Us**. Please read **Your** policy carefully to ensure **You** understand the cover **We** are providing **You** and that **You** comply with **Our** terms and conditions

**Theft, Accidental Damage, Accidental Loss,** malicious damage and fire damage to the **Equipment** at the location shown in the **Schedule** and in the case of **Portable Equipment**, cover is provided within the **Territorial Limits** of the policy.

At the time of entering this agreement **You** warrant that the **Equipment** is in good working order and free from any defect. **You** have a duty to be truthful and honest in any information that has been provided in **Your** application and throughout the life of the policy. It is **Your** responsibility to provide complete and accurate information to the **Insurer** on a **Proposal** form, claims forms and other documents throughout the life of the policy and when **You** make a claim. 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.

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, as its sole discretion:

- a) Pay the cost of the repair of the **Equipment** by a qualified engineer authorised by the **Insurer**; or replace the **Equipment** with an item of **Equipment** of a similar age, condition and specification.
- b) Where the **Equipment** cannot be repaired the **Insurer** will use endeavours to replace the **Equipment** with **Equipment** of a similar age, condition and 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.
- e) Subject to any other limit of liability stated in the policy, the total liability of the **Insurer** in any policy year will not exceed the **Total Insured Value** and, in respect of any item of **Equipment**, will not exceed the **Total Insured Value** of the **Equipment**.

Where any item of **Equipment** shown in the **Schedule** is described as '**Portable**' the cover provided by this **Insurance** in respect of the **Equipment** shall operate whilst it is at any location(s) in within the **Territorial Limits** of the policy including whilst in transit between such location(s). Provided that **Our** liability under this policy for any one loss arising out of any one **Insured Event** shall not exceed the **Total Insured Value**.

## General Conditions

Unless all of the terms of this condition are complied with, a claim under this policy will not be payable.

### 1. Claims Notifications & Requirements

In order to make a claim, **You** or **Your** personal representative, must:

- a) Within 28 days of the occurrence of the **Insured Event**, notify the **Administrator** on 01663 747000;
- b) complete a claims form over the phone or submit a claim form to the **Administrator**; and
- c) in the event of loss by **Theft**, or where **You** have reason to believe a criminal offence has been committed, notify the police and obtain a police crime number.
- d) provide full and accurate details of the incident leading to the damage should be provided during the initial reporting of the **Insured Event**, changes in details after this time, could invalidate **Your** claim.

**You** must also:

- a) Take precautions to prevent further damage to the **Equipment** (the **Insurer** will not be liable for any further damage resulting from the continued use of **Equipment** before the **Equipment** has been repaired to the satisfaction of the **Insurer**)
- b) Retain any damaged **Equipment** or parts thereof; and
- c) when requested to do so, and within 14 days of receiving such request, deliver to the **Administrator** a written statement of all particulars and details of the **Equipment** affected, its value and the **Insured Event** and furnish all such documents, explanations and other evidence as may be reasonably required by the **Insurer**.

## Exclusions

This policy does not cover:

- Any repair costs arising that would be covered by the manufacturer's guarantee, known faults or issues prior to the commencement date of this policy, any faults that can be traced or found to being existing prior to the commencement of the policy.
- **Theft of Equipment** left **Unattended** in a public place.
- Non-working parts, such as, but not limited to, protective cases, carrying straps or handles.
- Any repair costs arising from neglect, lack of care or misuse of the **Equipment** and/or failure to follow the manufacturer's operating instructions or guidelines.
- The cost of any routine maintenance, overhaul, modification or upgrade of software.
- The loss of use of the **Equipment** or any **Consequential Loss**.
- Any loss, damage or breakdown caused by corrosion.
- **Accidental Loss** of any **Equipment** deliberately left **Unattended**.
- The provision of cosmetic parts or cosmetic damage where the functionality of the **Equipment** is not affected.
- The use of accessories or **Equipment** not approved by the manufacturer or incorrect connections of signal leads or application of incorrect electrical supply.
- The cost of repairs carried out by anyone not approved by the **Administrator** and the use of non-approved components.
- Any costs incurred where it is found that the **Equipment** is functioning normally or where no fault or damage is found and the **Equipment** has not suffered **Accidental Damage**, malicious damage, or fire or been the subject of **Theft**.
- **Accidental Damage**, fire, flood, malicious damage or **Theft** caused by negligence, abuse or misuse in respect of the **Equipment** including but not limited to faulty software or programming or electrical power surge or fluctuation.
- The replacement of consumable items including (but not limited to), fuses, batteries, and bulbs.
- Claims arising as a result of normal wear and tear.
- Any loss of or damage to information or data contained in or stored on the **Equipment** (whether arising as a result of the **Insured Event** or otherwise).
- **Theft** from premises unless entry or exit was gained by forcible and/or violent means and the premises were locked.
- **Theft** of or damage to the **Equipment** in or from a vehicle unless kept in a locked boot or glove compartment or suitable container, and all doors are locked and windows fully closed and fastened.. Where **Equipment** is left overnight in a vehicle the vehicle must be stored in a locked secure garage.

- Mechanical Electrical Breakdown.
- Any amount that is recoverable upon the occurrence of an **Insured Event** at no expense to **You** under any guarantee, warranty, maintenance, rental hire or lease agreement.
- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- Any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material; or
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
- For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
- For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

## 2. Cover for replacement equipment

**Our** liability in respect of any one loss arising out of any one **Insured Event** is limited to the **Total Insured Value**. Where **We** have made settlement of **Your** claim or multiple claims by replacement and/or repair of the **Equipment** equal to the **Total Insured Value** on **You** will be required to pay an additional premium to reinstate cover. Reinstatement of cover may be subject to an amendment to the original policy terms and conditions or may require **You** to agree to amendments as to the protection of the **Equipment**.

## 3. Other Insurances

If, at the time a claim arises or is made, any other **Insurance** exists for the benefit of **You** covering the **Insured Event** (or which would, but for the existence of this policy, cover the **Insured Event**) the **Insurer** will only be obliged to pay its rateable proportion of the sum due under this policy. In such circumstances, **You** or the other insurers must pay to the **Insurer** the sum payable under the other insurance(s) prior to the repair or replacement of the **Equipment** under this policy or, at the option of the **Insurer**, **You**/other insurers and the **Insurer** may pay their respective contributions direct to the repair company or supplier nominated by the **Insurer**.

## 4. Other Precautions

**You** shall take precautions to prevent **Theft, Accidental Damage**, malicious damage or fire damage to the **Equipment**, where the **Equipment** is **Portable** it should not be left **Unattended**.

## 5. Access

The **Insurer** or its representatives shall have the right at all times to have access to the **Equipment**.

## 6. Alteration & Modification

**You** shall notify the **Insurer** of any proposed alterations or modifications to the **Equipment** and of any proposed departure from the normal working conditions in which the **Equipment** is operated.

## 7. Subrogation

If a claim arises as a result of the act or default of a third party, at the request and expense of the **Insurer** **You** shall take and permit to be taken in its name all necessary steps to enforce its rights against any such third party.

## **8. Observance**

The **Insurer** will not be liable to replace or repair **Equipment** under this policy unless the terms and conditions contained in this policy that apply to it have been complied with by **You**.

## **9. Consumer Insurance Act**

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **We** or the administrator may ask as part of **Your** application for cover under the policy
- b) to make sure that all information supplied as part of **Your** application for cover is true and correct
- c) tell **Us** of any changes to the answers **You** have given as soon as possible.

**You** must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to and renew **Your** policy. If any information **You** provide is not complete and accurate, this may mean **Your** policy is invalid and that it does not operate in the event of a claim or **We** may not pay any claim in full.

## **10. Fraudulent Claims/Fraud**

**You** must not act in a fraudulent way. If **You** or anyone acting for **You**:

- fails to reveal or hides a fact likely to influence whether **We** accept your proposal, **Your** renewal, or any adjustment to **Your** policy;
- fails to reveal or hides a fact likely to influence the cover **We** provide;
- makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with **Your** knowledge.

If your claim is in any way dishonest or exaggerated, **We** will not pay any benefit under this policy or return any premium to **You** and **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

## **11. Legal**

This policy may only be relied on and enforced by **You** and the **Insurer** and shall not be directly or indirectly enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## **12. Governing Law**

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **Your** main residence is situated.

## **Claims**

In the event of a claim, in the first instance consult the **Equipment** handbook and check whether the problem is due to a blown fuse or a fault with the plug. (**We** suggest **You** don't attempt to repair the **Equipment** yourself as this may be dangerous).

Call Nevett and Taylor on 01663 747000 with the following information:

- **Your** policy number as detailed on the **Schedule**,
- **Your** name, address and postcode,
- **Your** contact telephone number,
- The make and model of the **Equipment**,
- A summary of the problem.

UK General Insurance Limited are an insurers agent and in the matters of a claim act on behalf of the **Insurer**.

## **Complaints Procedure**

It is the intention to give **You** the best possible service but if **You** have any questions or concerns about this insurance or the handling of a claim **You** should, in the first instance, contact Nevett & Taylor Ltd on 01663 747000.

If **Your** complaint cannot be resolved by the end of the third working day, Nevett and Taylor Ltd will pass it to:

Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Tel: 0345 218 2685 or email: [custoerrelations@ukgeneral.co.uk](mailto:custoerrelations@ukgeneral.co.uk)

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff.

**You** may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

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

## **Financial Services Compensation Scheme**

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

## **Data Protection Act 1998**

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.