

# Education Technology Insurance Policy Wording



**AmTrust International Underwriters Designated Activity Company agrees to cover You in accordance with and subject to the terms, exclusions and conditions set out below.**

## **THE UNDERWRITER**

This insurance is underwritten by AmTrust International Underwriters Designated Activity Company. AmTrust International Underwriters DAC is a regulated insurance company based in Dublin, Ireland and are part of the A.M. Best rating 'A' (Excellent) AmTrust Group.

The registered office and business address of AmTrust International Underwriters DAC (registered office number 169384) is at 40 Westland Row, Dublin 2, Ireland.

AmTrust International Underwriters DAC is regulated by the Central Bank of Ireland.

AmTrust International Underwriters DAC is regulated for the conduct of business in the UK under the Financial Conduct Authority Ref. No 203014. Details about the extent of this regulation are available from AmTrust International Underwriters DAC on request.

This policy is administered by Burnett & Associates Ltd, 3000 Lakeside, North Harbour, Western Road, Portsmouth, Hampshire, PO6 3EN. Registered in England No. 1472537 and is authorised and regulated by the Financial Conduct Authority.

## **UNDERSTANDING YOUR POLICY**

Please read this policy carefully and make sure **You** understand and fully 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. Please ensure **You** keep it in a safe place so **You** can read it again if **You** need to.

## **THE POLICY**

**We** will provide the insurance as stated in this policy. **Your Application**, which includes the signed or online declaration and the undertaking to pay the premium, is the basis of the contract and forms part of the policy.

This policy will only become effective when **We** have accepted **Your Application** and **We** have received either the premium payment in full, or where **We** have agreed during **Your Application** **You** may pay by instalments.

If **We** have agreed that **You** may pay by instalments, the schedule of instalments is shown on the **Payment Schedule**.

The policy contains details of the insurance cover **You** have bought, what is excluded from the cover and the conditions of this insurance. This policy is evidence of a contract of insurance.

The policy should be read in conjunction with the Certificate of Insurance.

## **THE CERTIFICATE OF INSURANCE**

This must be kept with the policy, and contains **Your** details, details of the **Equipment** and the **Period of Insurance**.

Please check that the information contained in the Certificate of Insurance is correct and that it meets **Your** requirements. If it does not, please contact **Burnetts**.

This policy is not transferable.

## **THE LAW APPLICABLE TO THIS POLICY**

**You** and **We** are free to choose the laws applicable to the policy. As **We** are based in Ireland, **We** propose to apply the laws of Ireland and by receiving or purchasing this policy **You** have agreed to this.

## LEGAL RIGHTS

This insurance is in addition to **Your** legal rights and is not to be substituted for the suppliers liability if the **Equipment** is found to be unfit for the purpose for which it was intended, or is not as described or is not of satisfactory quality.

**We** may take such proceedings as **We** think fit in **Your** name to enforce any rights and remedies against or obtain relief or indemnity from other parties to which **We** shall be or may become entitled or subrogated under this certificate and **You** will, at **Our** request and expense, do and concur in doing and permit to be done such acts as may be reasonably required by **Us** for that purpose.

If, at the time of **Accidental Damage, Liquid Damage, Fire Damage, Flood Damage, Malicious Damage, Misappropriation** or **Theft** to the **Equipment**, any other insurance covers the same, **We** shall not be liable to pay or contribute more than **Our** proportions of the **Single Claim Limit**.

**Our** liability under this certificate for any **Period of Insurance** shall be conditional upon payment in advance of the appropriate premium due for that period as per the **Payment Schedule** agreed with **You** during **Your Application**.

## PAYMENT BY INSTALMENTS

In certain circumstances **We** may allow **You** to pay for the cost of this insurance by instalments. Instalments can be paid over the **Period of Insurance** subject to the following:

1. Instalments must be paid in advance and in accordance with the agreed **Payment Schedule**; and
2. Instalments shall not be accepted in arrears; and
3. Any additional charge for paying by instalments shall be paid in advance; and
4. **We** reserve the right not to offer **You** the option to pay by instalments; and
5. **We** reserve the right to payment of the insurance premium in full at any time during the **Period of Insurance**; and
6. **We** have the right to amend the instalments payable by **You** in the event that the **Insurance Premium Tax** rate increases or decreases during the **Period of Insurance**.

## DEFINITIONS

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

<b>Accidental Damage</b>	Means any damage caused by a single external event which is sudden and unexpected and which is neither inevitable or deliberate and makes the <b>Equipment</b> unusable for its intended purpose.
<b>Application</b>	Means any signed, written or online application and declaration together with any additional information <b>You</b> may have supplied to <b>Us</b> in support of <b>Your</b> request for insurance.
<b>Authorised User</b>	Means any <b>Student</b> , teacher or employee who is registered with <b>You</b> at the time of the <b>Accidental Damage, Liquid Damage, Fire Damage, Flood Damage, Malicious Damage or Theft</b> .
<b>Burnetts</b>	Means Burnett and Associates Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, Hampshire, PO6 3EN. Customer Services telephone number: 0333 999 7901 (local rate call). Email address: admin@burnett.co.uk.
<b>Claims Office</b>	Means Burnett & Associates Limited, Claims Department, 3000 Lakeside, North Harbour, Western Road, Portsmouth, Hampshire, PO6 3EN. Claims telephone number: 0333 999 7901 (local rate call). Email address: claims@burnett.co.uk.
<b>Component(s)</b>	Means any mechanical, electrical or electronic part, which forms part of the <b>Equipment's</b> original specification.
<b>Computer Virus</b>	Means a self-replicating program that spreads by inserting copies of itself into other executable code or documents, which is loaded onto <b>Your Equipment</b> without <b>Your</b> knowledge and runs against <b>Your</b> wishes.
<b>Costmetic Damage</b>	Means any damage that does not require any mechanical or operational repairs and that does not prevent the <b>Equipment</b> from being used for its intended purpose.
<b>Desktop</b>	Means a computer that is not portable and is operated whilst connected to a mains power supply.
<b>Equipment</b>	Means a <b>Tablet, Laptop, Hybrid or Desktop</b> including accessories supplied to <b>You</b> and as stated on the Certificate of Insurance or Equipment Schedule as covered by <b>Your</b> policy.
<b>Excess</b>	Means the sum that must be paid by <b>You</b> before <b>We</b> will pay <b>Your</b> claim and as stated on the Certificate of Insurance.
<b>Fire Damage</b>	Means any permanent or irrecoverable damage caused to the <b>Equipment</b> by an ignition of flammable materials, which was accidental and unforeseen and makes the <b>Equipment</b> unusable.
<b>Flood Damage</b>	Means any permanent or irrecoverable damage to the <b>Equipment</b> which stops the <b>Equipment</b> functioning as it was designed to, caused by the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes).
<b>Forced and Violent Entry Or Exit</b>	Means a criminal act that has caused physical damage to property through both the forcible and violent actions of a third party.

## DEFINITIONS (CONTINUED)

<b>Geographical Limits</b>	Means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. Worldwide cover is also provided for up to 90 days in total in any one 12 month period during the <b>Period of Insurance</b> .
<b>Hybrid</b>	Means a portable device that incorporates detachable or removable screen or keyboard.
<b>Insurance Premium Tax</b>	Means the tax levied in insurance premiums at the rate set by HMRC.
<b>Laptop</b>	Means a portable computer having a screen that closes over the keyboard like a lid, including <b>Hybrid</b> devices with a touch screen.
<b>Lease Company</b>	Means the legal owner of the <b>Equipment</b> , but who has conveyed all benefits, costs and risks associated with the ownership of the <b>Equipment</b> to <b>You</b> for a fixed period as stated in the lease agreement.
<b>Liquid Damage</b>	Means any damage caused by a sudden and unforeseen ingress of fluid.
<b>Malicious Damage</b>	Means any damage to the <b>Equipment</b> deliberately caused by a third party or an <b>Authorised User</b> without <b>Your</b> knowledge.
<b>Misappropriation</b>	Means the dishonest removal of the <b>Equipment</b> by an <b>Authorised User</b> from <b>You</b> when <b>You</b> have been unable to recover the <b>Equipment</b> .
<b>Payment Schedule</b>	Means the advanced premium payment frequency agreed by <b>Us</b> with <b>You</b> during <b>Your Application</b> .
<b>Period of Insurance</b>	Means the start and end dates shown on the Certificate of Insurance.
<b>Protective Case</b>	Means the case that the <b>Equipment</b> must be kept in.
<b>Repairer</b>	Means the full-time business providing <b>Equipment</b> repair services authorised by <b>Us</b> .
<b>Repair Cost</b>	Means the cost of both repair materials and labour necessitated in rectifying <b>Accidental Damage, Liquid Damage, Fire Damage, Flood Damage, or Malicious Damage</b> .
<b>Replacement Cost</b>	Means the cost of, or cash settlement of, replacement <b>Equipment</b> or <b>Components</b> that are of the same or similar make and quality as the <b>Equipment</b> or <b>Component</b> that had suffered <b>Accidental Damage, Liquid Damage, Fire Damage, Flood Damage, Malicious Damage</b> or <b>Theft</b> .
<b>Serial Numbers</b>	Means the unique code assigned for the identification of a single unit of <b>Equipment</b> .
<b>Single Claim Limit</b>	Means the maximum amount that can be claimed for any one claim arising from a single incident during the <b>Period of Insurance</b> and that does not exceed the <b>Replacement Cost</b> of <b>Equipment</b> and in any case does not exceed £10,000.00.
<b>Student</b>	Means any person residing in the United Kingdom, enrolled with <b>You</b> for the purposes of education.
<b>Supplier</b>	Means the full-time business providing <b>Equipment</b> replacement services authorised by <b>Us</b> .
<b>Tablet</b>	Means a touch screen device which is not supplied with a physical keyboard.

## DEFINITIONS (CONTINUED)

<b>Theft</b>	Means the dishonest removal of the <b>Equipment</b> from an <b>Authorised User's</b> possession by a third party using actual or threatened force.
<b>VAT</b>	Means Value Added Tax at the rate set by HMRC.
<b>We/Us/Our</b>	Means AmTrust International Underwriters Designated Activity Company. Registered in Ireland 169384 Registered Office: 40 Westland Row, Dublin 2, Ireland.
<b>You/Your</b>	Means the educational establishment as named in the Certificate of Insurance.

## WHAT IS COVERED

### Accidental Damage, Liquid Damage, Fire Damage, Flood Damage or Malicious Damage

If the **Equipment** suffers **Accidental Damage, Liquid Damage, Fire Damage, Flood Damage or Malicious Damage**, during the **Period of Insurance** **We** will cover **You** for either:

1. The **Repair Cost** of the **Equipment**; or
2. At **Our** choice, the **Replacement Cost** of **Equipment**.

Where the **Equipment** can be repaired, **We** will also cover **You** for the postage or courier costs incurred by sending the **Equipment** to the **Repairer** and returning the repaired **Equipment** to **You**.

When the **Equipment** is replaced, **We** will also cover **You** for the postage or courier costs incurred by sending the **Equipment** to **Us** and for the **Supplier** sending the replacement **Equipment** to **You**.

Where the **Protective Case** has been specified as insured on the Certificate of Insurance or the Equipment Schedule **We** will cover **You** for the **Replacement Cost** of the **Protective Case**.

**You** are insured up to the **Single Claim Limit**.

This is subject to the conditions and exclusions set out in this policy wording.

### Theft

If the **Equipment** suffers **Theft** during the **Period of Insurance** and within the **Geographical Limits**, **We** will cover **You** for:

1. The **Replacement Cost** of **Equipment**.

**We** will also cover **You** for the postage or courier costs incurred by the **Supplier** sending the replacement **Equipment** to **You**.

**You** are insured up to the **Single Claim Limit**.

This is subject to the conditions and exclusions set out in this policy wording.

### Misappropriation

If the **Equipment** suffers **Misappropriation** during the **Period of Insurance** and within the **Geographical Limits**, **We** will cover **You** for:

1. The **Replacement Cost** of **Equipment**; or
2. If the **Equipment** is leased, the lease settlement figure as supplied by the **Lease Company**.

**You** are insured up to the **Single Claim Limit**.

This is subject to the conditions and exclusions set out in this policy wording.

## OUR LIMIT OF LIABILITY

**Our** limit of liability under this policy shall be a maximum of two successful claims in any twelve month period or three successful claims in a **Period of Insurance** per **Authorised User**. The twelve month period, is considered to be from the date of the incident in the first successful claim that is submitted to **Us**.

## WHAT IS NOT COVERED

### Specific exclusions applying to Accidental Damage, Liquid Damage and Malicious Damage cover

We shall not be liable in respect of:

1. Any **Accidental Damage, Liquid Damage** and **Malicious Damage** to **Your Equipment** if the **Equipment** cannot be procided to **Us** for repair or inspection.
2. **Accidental Damage, Liquid Damage** and **Malicious Damage** to **Your Equipment** that is not suitably stored or packed whilst in transit or being carried. Suitably stored or packed can include, but is not limited to, keeping **Your Equipment** in a **Protective Case** and ensuring it is not packed or stored loosely in a vehicle or overhead locker.
3. **Accidental Damage** to **Your Tablet** not in a **Protective Case**;
4. **Accidental Damage** to **Your Laptop** not in a **Protective Case** when not in use;
5. **Accidental Damage, Liquid Damage** or **Malicious Damage** to **Your Equipment** whilst on hire or loan to anyone who is not an **Authorised User** unless agreed in writing, in advance by **Us**;
6. Wear and tear, gradual deterioration or rust;
7. Gradually developing defects, cracks, flaws or fractures;
8. **Cosmetic Damage**;
9. Scratching or chipping of painted or polished surfaces;
10. **Accidental Damage** or **Liquid Damage** to **Your Equipment** through the deliberate or wilful act of an **Authorised User** that they inflict on **Equipment** allocated to them;
11. **Accidental Damage, Liquid Damage** caused by use of the **Equipment** by any **Authorised User** for anything other than its intended purpose.
12. **Accidental Damage** or **Liquid Damage** where the device has been left on the floor unattended.
13. **Accidental Damage, Liquid Damage** or **Malicious Damage** to any **Equipment** left on any motor vehicle.

### Specific exclusions applying to Theft cover

We shall not be liable in respect of:

1. **Theft** from any motor vehicle between 22.00 hours and 06.00 hours.
2. **Theft** of **Your Equipment** from an unattended vehicle unless the vehicle is locked and the **Equipment** is completely hidden from view within a glove compartment or boot;
3. **Theft** as a result of the **Equipment** being left on top of a motor vehicle;
4. **Theft** of **Your Equipment** from any vehicle, or property unless the **Theft** has occurred through **Forced and Violent Entry or Exit**. A copy of the repairer's account for, or photographs of, the damage caused must be submitted by **You** with any claim made;
5. **Theft** of any **Equipment** left unattended in a classroom unless the **Theft** has occurred through **Forced and Violent Entry or Exit**. A copy of the repairer's account for, or photographs of, the damage caused must be submitted by **You** with any claim made;
6. **Theft** of **Your Equipment** whilst on hire or loan to any person who is not an **Authorised User** unless agreed in writing, in advance, by **Us**;
7. Any **Theft** where the circumstances of the **Theft** cannot be clearly identified i.e. where you are not able to confirm the time and place of the **Theft**;

## WHAT IS NOT COVERED (CONTINUED)

### General exclusions applying to all sections of this policy

We shall not be liable in respect of:

1. Lost or misplaced **Equipment**.
2. Any claim where you cannot provide the **Serial Number**.
3. **Equipment** for which the **Serial Number** has not been provided to **Us** at inception.
4. Any **Equipment** or accessory not included on the Certificate of Insurance or Equipment Schedule.
5. Any **Excess** that was required by **Us** and agreed with **You** during **Your Application** and as stated on the Certificate of Insurance.
6. **VAT** applied to the **Repair Cost** or **Replacement Cost** where **You** are **VAT** registered.
7. **Equipment** not owned by **You** or not **Your** responsibility under a finance or hire agreement with a **Lease Company**.
8. Loss of use of the **Equipment** or any additional costs incurred by **You** above the actual **Repair Cost** or **Replacement Cost**.
9. **Accidental Damage, Liquid Damage, Fire Damage, Flood Damage, Malicious Damage, Misappropriation or Theft** occurring outside of the **Geographical Limits**.
10. Reduced performance or efficiency of the **Equipment**.
11. Any costs incurred either by or in the process of installing the **Equipment** or in subsequently relocating it.
12. Any associated charges levied by any provider to **You**.
13. Repairs and maintenance carried out by anyone other than the **Repairer** unless agreed in advance in writing with **Us**.
14. Any replacement carried out by anyone other than the **Supplier** unless agreed in advance in writing with **Us**.
15. Any costs relating to software defects or date changes.
16. 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, Liquid Damage, Fire Damage, Flood Damage, Malicious Damage, Misappropriation or Theft**.
17. A third or subsequent claim during any twelve month period from the same **Authorised User**.
18. A fourth or subsequent claim in any **Period of Insurance** from the same **Authorised User**.
19. Any negligence, abuse or misuse in respect of the **Equipment** including but not limited to:
  - a. Handling and/or use of the **Equipment** that is not in accordance with the manufacturer's published instructions; or
  - b. Intentional act or wilful neglect by **You**; or
  - c. Intentional or reckless overloading of, or the imposition of any abnormal condition on, the **Equipment**; or
  - d. The use of accessories or equipment not approved by the manufacturer or incorrect connections of leads or application of incorrect electrical supply; or
  - e. Faulty software or programming or electrical power surge or fluctuation.
20. The cost of maintenance, overhaul or modification or damage resulting from maintenance, overhaul or modification.
21. **Accidental Damage, Liquid Damage, Fire Damage, Flood Damage, Malicious Damage, Misappropriation or Theft** directly or indirectly caused by or contributed to by or arising from:
  - a. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
  - b. Ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - c. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
22. Loss of or damage to data carrying material.
23. Loss of, or damage, destruction, distortion, erasure, corruption or alteration of electronic data from any **Computer Virus**.
24. The value to **You** of data stored on the **Equipment**.

## POLICY CONDITIONS

### Specific conditions applying to Theft and Misappropriation cover

1. **You** must, as soon as is practicable, and in any case within 24 hours of discovering the **Theft** or **Misappropriation**, report the occurrence to the Police or other relevant authority and obtain an incident report number or crime reference number.

### General conditions applying to ALL sections of this policy

**You** must comply with the following instructions to have the full protection of **Your** policy. If **You** do not comply with them, **We** may at **Our** option cancel the policy, refuse to deal with **Your** claim, or reduce the amount of the claims payment.

1. The **Serial Numbers** for the **Equipment** must be provided to **Burnetts** within thirty days of this policy start date.
2. The cost of any repair shall be on the basis agreed between the **Repairer** and **Us**.
3. The cost of replacement **Equipment** shall be on the basis agreed between the **Supplier** and **Us**.
4. If **We** have agreed with **You** during **Your Application** that **You** will arrange the repairs for **Your Equipment** **We** do not accept responsibility for faults in workmanship or materials, or any additional costs incurred in repairs paid for by **Us** on **Your** behalf.
6. **You** must notify any claim to the **Claims Office** or submit a completed claim form to the **Claims Office** as soon as reasonably possible and in any event within thirty (30) term time days of the incident date.
7. **You** must provide, at **Your** expense, all details that **We** may require concerning the cause and amount of the **Accidental Damage, Liquid Damage, Fire Damage, Flood Damage, Malicious Damage, Misappropriation** or **Theft**.
8. The **Equipment** must not be operated after any **Accidental Damage, Liquid Damage, Fire Damage, Flood Damage, or Malicious Damage** if this could cause further damage to **Equipment**.
9. **You** must not act in a fraudulent manner. If **You**, or anyone acting for **You**:
  - a. Make a claim under the policy knowing the claim to be false, or fraudulently exaggerated, in any respect; or
  - b. Make a statement in support of a claim, knowing the statement to be false in any respect; or
  - c. Submit a document in support of a claim, knowing the document to be forged or false in any respect; or
  - d. Make a claim in respect of any loss or damage caused by **Your** wilful act, or with **Your** connivance.

Then **We**:

- a. Will not pay the claim;
  - b. Will not pay any other claim which has been made or will be made under the policy;
  - c. Will declare the policy void;
  - d. Will be entitled to recover from **You** the amount of any claim already paid under the policy;
  - e. Will not make any return of premium;
  - f. Will inform the Police of the circumstances.
10. This policy has been issued based upon information, which **You** have given to **Us** about **You**, and **Your Equipment**. **You** have a duty to tell **Us** immediately of any changes to this information, in particular any change of address. Failure to do so may invalidate **Your** cover under this policy. **We** will then advise **You** of any changes in terms.
  11. If, at the time a claim arises or is made, any other insurance exists for the benefit of the same cover as this policy **We** 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 **Us** the sum payable under the other insurance(s) prior to the repair or replacement of the **Equipment** under this Policy or, at the **Our** option, **You**/other insurers and **Us** may pay their respective contributions direct to the **Repairer** or **Supplier** nominated by **Us**.

## CANCELLATION

**You** may cancel the policy at any time by giving 30 days notice in writing to **Burnetts** by recorded delivery.

If **You** cancel within the first 14 days of receipt of the policy documentation, providing there has been no claim or incident likely to give rise to a claim, **We** will refund any premium paid.

If **You** cancel this policy after 14 days of receipt of the policy documentation If there has been no claim (or claim pending) during the current Period of Insurance, **We** will calculate the pro-rata premium for the period **You** have been insured and refund any balance.

**We** may also cancel this policy by sending 30 days notice by recorded delivery to **You** at **Your** last known address. If there has been no claim (or claim pending) during the current Period of Insurance, **We** will calculate the pro-rata premium for the period **You** have been insured and refund any balance. If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance** no premium refund will be given.

## CLAIMS CONDITIONS AND HOW TO MAKE A CLAIM

**You** must comply with the following instructions to have the full protection of **Your** policy. If **You** do not comply with them, **We** may at **Our** option, refuse to deal with **Your** claim, or reduce the amount of the claims payment.

If **Accidental Damage, Liquid Damage, Fire Damage, Flood Damage, Malicious Damage, Misappropriation** or **Theft** occurs please help the **Claims Office** by reporting **Your** claim according to the following procedure. All claims **MUST** be made as soon as reasonably possible and in any event within thirty (30) term time days;

### Prevent further damage

In the event of a warning hazard light or text box, **You** must not operate the **Equipment** further if it would cause additional damage to do so.

### Contact the Claims Office

**You** are responsible for ensuring that **You** contact the **Claims Office** within thirty (30) term time days to register **Your** claim.

**You** can contact the **Claims Office** by:

- a. Using the unique online claims URL provided to **You**; or
- b. The claim notification telephone number is: 0333 999 7901 (local rate call)
- c. **You** can email the **Claims Office** at [claims@burnett.co.uk](mailto:claims@burnett.co.uk)

Prior to **Us** authorising **Your** claim, **You** must have completed the claims notification process and provided any other information or documentation required by **Us** in support of **Your** claim.

If the claim is covered by the policy, **We** will:

- a. Give authorisation to the **Repairer** to carry out the repair up to the **Repair Cost**; or
- b. Give authorisation to the **Supplier** to carry out the replacement up to the **Replacement Cost**.

All claims are subject to the **Single Claim Limit**.

**You** must not send any **Equipment** back to the **Repairer** without an authorisation number from **Us**.

## CLAIMS CONDITIONS AND HOW TO MAKE A CLAIM (CONTINUED)

Should **You** decide to give permission to a repairer to commence work **You** do so in the full knowledge that **We** reserve the right not to meet **Your** claim because **You** have denied **Us Our** right under this policy to agree cover, inspect the **Equipment** and manage costs prior to its repair.

Should **You** decide to give permission to a supplier to carry out a replacement work **You** do so in the full knowledge that **We** reserve the right not to meet **Your** claim because **You** have denied **Us Our** right under this policy to manage costs prior to its replacement.

### Use of an Engineer

If **We** have agreed with **You** during **Your Application** that **You** may nominate **Your** own repairer , following receipt of the estimate, the **Claims Office** reserves the right to:

- a. Instruct an independent Engineer to inspect **Your Equipment** before authorising any claim; or
- b. Inspect any **Components**, which have been removed, together with any original documentation, within one calendar month after any repair or replacement has been authorised or carried out.

When either of these rights is exercised **We** shall have no liability for any loss to **You** arising from any possible delay. Any decision on liability will be withheld until this report is received.

### Damaged Equipment

**We** shall be entitled to take and keep possession of any damaged and replaced **Equipment** or **Components** and/or **Equipment** and to deal with them in a reasonable manner. No **Equipment** or **Components** may be abandoned to **Us**.

If **Your Equipment** is managed using Mobile Device Management software **You** must:

- a. Remove any passcode; and
- b. Remove the **Equipment** from any Mobile Device Management software that **You** have used; or
- c. Arrange for the **Equipment** to be removed from any Mobile Device Management software that a Third Party has provided **You**.

If **We** are unable to gain access to **Equipment** **We** reserve the right to ask **You** to remove any Mobile Device Management software as soon as is reasonably possible and may refuse to deal with **Your** claim, or reduce the amount of the claims payment.

### Repair Faults

If **You** are aware, or believe, that the repair carried out by the **Repairer** is not satisfactory **You** must advise the **Claims Office** as soon as is reasonably possible and **We** will provide **You** with an authorisation number,

**You** must not send any faulty **Equipment** back to the **Repairer** without an authorisation number from **Us**. If **You** do **We** reserve the right to return the **Equipment** to **You** at **Your** cost and **We** will not accept responsibility for any further delays.

## COMPLAINTS PROCEDURE

**Our** aim is to provide the highest level of service to **You** at all times in dealing with all aspects of **Your** insurance. **We** do, however, realise that things can go wrong occasionally. If **You** feel **We** have not achieved **Our** aim, please inform **Us**. **Your** feedback enables **Us** to monitor and improve the service **We** provide.

In the first instance, please contact the **Burnetts** Claims Manager or Customer Services Manager either:

- by telephone on 0333 999 7901
- by fax on 0333 999 7904
- by email to [claims@burnett.co.uk](mailto:claims@burnett.co.uk)

If **You** prefer **You** can write to them at:

Burnett and Associates Limited

Please ensure that **You** quote **Your** policy number in all correspondence and enclose any evidence or documentation that **You** wish to be considered in reviewing **Your** complaint. **Burnetts** will do their best to resolve **Your** complaint quickly and with the least inconvenience to **You**, and within the following timescales:

- They will acknowledge **Your** complaint within 2 working days of receipt.
- They will aim to resolve **Your** complaint within 5 working days.
- If further investigation is required, they will aim to resolve **Your** complaint within four weeks of receipt.
- If the **Burnetts** is unable to resolve **Your** complaint within these timescales they will write to **You** to let **You** know why they have not been able to do so.

If **You** feel that **You** have not received a satisfactory response, or **Your** complaint has not been resolved within eight weeks of **Our** receiving it, **You** may refer **Your** case to the Financial Ombudsman Service (the FOS), set up by the Financial Conduct Authority to review unresolved Complaints.

The FOS can be reached at:

- The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
- By Telephone: 0207 964 1000 (Switchboard) or;
- 00 44 207 964 1000 (for calls outside of the UK) or;
- By E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## FINANCIAL SERVICES COMPENSATION SCHEME

**You** may be entitled to compensation from the Financial Services Compensation Scheme for **Your** insurance benefits if **We** become insolvent or are unable to meet **Our** obligations to **You** under this contract. Further information can be obtained from the Financial Services Compensation Scheme by writing to 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU or by phone on 0800 678 1100 or 020 7741 4100 or from their website at [www.fscs.org.uk](http://www.fscs.org.uk). The level of compensation may depend on the circumstances of the claim.