

Year 7 2018-19 iPads – insurance summary

The insurance policy is in the school's name and much of the content in this summary relates only to the school, however parents and students must ensure that the terms and conditions of the policy are met in order for any claims to be successful. If a claim is invalidated as a result of the terms and conditions not being met by a student or parent then it is the parents' responsibility to repair or replace the device.

1 Summary of cover

Cover is for the repair or replacement of the property in the event of **Accidental Damage and Theft**.

The policy is not a replacement as new policy, If the property cannot be replaced with an identical item of similar age and consideration, a replacement model to the nearest comparable specification or value, taking into account the age and condition of the property will be provided.

2 Definitions

The words below have a specific meaning and will appear throughout this policy in bold type. For ease of reference these definitions have been placed in alphabetical order.

Accidental Damage means the unintentional damage, breakage or destruction of the property caused by a sudden or unforeseen event, such that the device is unusable.

Administrator means Advent Solutions Management Limited.

Component means any mechanical, electrical and electronic part, which forms part of the original specification of the **property** which is covered under this policy.

Cosmetic Damage means damage that impairs the appearance of the **Property**, including but not limited to scratches, chips, marks, dents, texture or finish, but does not affect the normal operation or use of the **property**.

Location means the school's address as shown in the policy schedule other than where the item of **Property** shown in the policy schedule is described as portable, in which case, for that item, any **Location** in the world including transit between such **Locations**.

Original Accessories means items such as, but not limited to, chargers, protective cases, carrying cases, headphones, pencils, keyboards and hands-free mounting kits originally delivered as part of the **Property** as supplied by the manufacturer.

Period of Insurance means the period of this policy as indicated on **Your** policy schedule, in this instance two years.

Property means the electronic equipment and **Original Accessories** described in the policy schedule. Excluding data carrying materials and any computer program or data information recorded thereon.

Reasonable Precautions means **You** will ensure that the **Property** is operated and serviced in accordance with the manufacturer's published recommendations. **You** shall not use any unauthorised repairer as this will invalidate **the** policy.

Terrorism means 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 organisation(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.

Theft means **Theft**, attempted **Theft** or the taking away of **Your Property** without **Your** consent with evidence of force.

3 What is Covered

Accidental Damage

We will pay repair costs if the **Property** suffers **Accidental Damage** whilst at the **Location**. If **We** are unable to arrange repair of the **Property**, or where the cost of repair would exceed the cost of replacement, **We** will replace the **Property**.

Theft

We will replace **Your Property** in the event **Your Property** has been stolen from the **Location**.

This policy is not a replacement as new policy, If **We** cannot replace the **Property** with an identical item of similar age and consideration **We** will provide a replacement to the nearest comparable specification or value, taking into account the age and condition of the **Property**.

Where **Property** is, in **Our** opinion, damaged beyond economical repair, **We** will replace it with **Property** of equivalent specification or its current market value, whichever is the lower amount.

Following replacement of **Property** **We** may take possession of the damaged **Property** and all cover under this insurance will cease. No refund of premium will be payable.

Where **Property** is not of current manufacture or where it is no longer possible to obtain parts for that **Property**, **We** shall pay the cost of any equivalent repair to an item similar to **Your Property**, for which all parts are currently available at list price, or its current market value, whichever is the lower amount.

The maximum cost **We** will incur in respect of any one loss or series of losses arising out of any one occurrence is limited to the current market value of each item of **Property**.

If **We** are unable to repair or source a replacement within the above limits **We** may, at **Our** discretion, pay to **You** the cash equivalent of **Our** maximum liability for each individual claim. In such circumstances, if **Your** agreement with the **Lessor** relating to the **Property** subject to the claim, provides for the **Lessor** to have rights of ownership over **Property** then, at the request of the **Lessor**.

We may pay such cash sums to the **Lessor** in full and final settlement of **Our** liability to **You** in respect of the claim.

Repairs must not be completed without the prior consent of the **Administrator**. Failure to obtain repair authorisation in writing from the **Administrator** may result in **Your** claim being rejected.

Any **Property** replaced under this policy by **Us** shall be automatically added to the items of **Property Insured** under this policy. Where replacement occurs under a manufacturer's warranty or other means **You** must provide the **Administrator**, by phone, email or letter to Advent Solutions Management Limited, 3 Lombard Street, London EC3V 9AA Email: cpu@adventsm.co.uk Telephone: 0345 872 2156; with details of the replacement **Property** including model, serial number and value at the time of replacement. Cover will commence when confirmed in writing to **You** by the **Administrator**. In the event that the value of the replacement is greater than the value of the original item by more than £50 **We** may request payment of a further premium from **You** based on **Our** standard rates used at that time.

4 Exclusions

This policy does not cover the following;

Accidental Damage caused to tablets (including iPads), if, at time of occurrence, the **Property** is not protected by a protective device (case) that meets either option below:

- Non Rugged option: a stiff, protective case securely holding the **Property** in place with a screen cover such that when closed the device covers all the front and rear of the **Property** together with the majority of side area, fully covering and protecting each corner of the equipment (cases where the corner protection is made of leather or faux leather are not acceptable), whilst giving unencumbered access to all the ports and side controls. This applies to all claims for accidental damage to tablets including damage whilst in use.
- Rugged option: a rugged and extreme duty protective case securely holding the **Property** in place with a screen cover such that when closed the device covers all the front and rear of the **Property** together with the majority of side area, fully covering and protecting each corner of the equipment, whilst giving unencumbered access to all the ports and side controls. The case should have a hard inner casing with outer casing that is designed to provide shock absorption if the device is dropped. Suitable cases are those which are built to withstand a significant amount of impact caused by drops, knocks or falls onto hard surfaces and are often described as ruggedized, heavy duty or military tested. This applies to all claims for accidental damage to tables including damage whilst in use.

It is the responsibility of the Insured to ensure the tablet is protected. No liability will be accepted for damage to tablets where the case has deteriorated due to wear and tear or misuse and no longer offers adequate protection. It is the responsibility of the Insured to ensure that cases are

replaced in this instance. Please note that any claim where the tablet was not protected by a case, as described above, will not be covered.

Accessories: any **Accidental Damage** to any accessories.

Intentional Acts: damage caused by:

- a. **You**, or any user authorised by **You**, deliberately damaging, intentionally leaving or neglecting the **Property**
- b. intentional placing of heavy objects on the **Property**
- c. experiments involving the imposition of any conditions on the **Property** for which it was not designed
- d. leaving the **Property** on any motor vehicle roof, bonnet or boot

Wear and Tear: the cost of remedying or making good or loss solely due to:

- a. Wear and tear gradual deterioration or rust.
- b. Gradually developing defects, cracks flaws or fractures.
- c. Cosmetic Damage

Inventory Losses

Loss of the **Property** only revealed when an inventory is made or loss of the **Property** due to **Theft** unless such loss is identifiable by **You** with a specific occurrence which has been the subject of notification under the terms of this policy, including reporting the matter to the Police.

Unattended Property – Any unexplained loss or disappearance of Property

SIM (subscriber identity module) card

Any loss of or damage to the SIM card.

Electronic Data Recognition

Any loss or damage arising directly or indirectly from the failure of the programming on computer chips or computer software to recognise the year 2000 or any other date.

Pollution

Loss damage or additional expenditure caused by pollution or contamination other than loss of or damage to the **Property** caused by pollution or contamination and additional expenditure in consequence thereof.

War Risks

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, **Terrorism**, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped.

Radioactivity (including nuclear fusion)

Loss or destruction or damage to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any **Consequential Loss** directly or indirectly caused by or contributed to by or arising from:

- a. ionising radiations or contamination by radioactivity or nuclear fusion from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear **Component** thereof.

Sonic Booms

Loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Consequential Loss

Any other costs that are directly or indirectly caused by the event which led to **Your** claim. This can include but is not limited to, any financial loss or the cost of business interruption arising from the loss of use of the equipment, or the loss of information contained in or stored on the equipment and any time and cost involved in reinstating such information. **Consequential Loss** shall also include loss of use of any item of equipment due to its incompatibility with any items of equipment repaired or replaced pursuant to this policy.

Faulty Workmanship

Mechanical or electrical **Breakdown** due to faulty or defective workmanship.

1. Any maintenance or adjustments including but not limited to:
 - a. Routine service, inspection or maintenance;
 - b. Modification of the **Property** from the manufacturer's original specification;
 - c. Labour and replacement of any manufacturer defined operator replaceable consumables, including but not limited to: printer ribbons, media printer ink, toner, developer and external batteries;
 - d. The parts costs of manufacturer defined engineering replaceable consumables and limited life elements, including but not limited to: rechargeable battery packs, laser printer OPC units, drums, fuser and developer units. Any claim for **Breakdown** arising from these causes is excluded from this policy;
 - e. Any claim for the rectification of incorrect configuration settings of manual controls or programming errors which have caused the **Property** to **Breakdown**;
 - f. Any repairs which do not affect the operational function of the **Property**, including but not limited to: handles, cabinets, plastic or metal trim badges and insignia.
2. The cost of any materials and/or labour charges for which the manufacturer or supplier is held responsible under the terms of any guarantee or warranty.
3. Failure to follow manufacturer's instructions
4. Dismantling, transit, modification, re-installation or the fitting of upgrades or accessories;
5. Appliance accessories or peripherals that were not an integral part of the original installation;
6. Computer tapes or diskettes;
7. An incorrect or abnormal electrical supply, defects in external wiring, cable or electrical connection not forming part of the original installation;
8. Fire, lightning, explosion, flood or other causes external to the **Property**;
9. Rust, corrosion or water damage;
10. Failure of manufacturer defined engineering replaceable consumables;
11. Software installation, corrupted software or computer viruses;
12. Manufacturer recall of the **Property**;
13. Inherent design faults originating from the manufacturing stage.
14. Any costs where no fault is found, including but not limited to call out charges.

5 General Terms and Conditions

Repairs

All repairs must be undertaken by a manufacturer approved repairer. If an unauthorised repair is carried out on the **Property** and the **Property** is required to be exchanged, the Insured may be responsible for any difference between manufacturer's exchange price and current retail cost.

Condition of Property

We will not pay a claim in relation to any specific item of **Property** that before commencement of this Policy was not in good working order or had been subject to an occurrence that could give rise to a claim under this policy.

Where the **Property** is constituted by the manufacturer as a set of separate **Component** parts connected externally by wires or wireless technology and any loss or damage is confined to a specific **Component** part(s) **Our** liability will only be in respect of the lost or damaged part(s).

Special Conditions Applying to Portable Items Away from The Location(s)

In respect of **Property** described in the Policy Schedule as "Portable" the following conditions shall apply to any part thereof whilst away from **Your** address as identified on the Policy Schedule:

- a. the **Property** shall be made ready for transit in accordance with manufacturers' recommendations securely mounted or kept within a suitable container whilst within a conveying vehicle;
- b. the doors of any conveying vehicle shall be securely locked and other openings fully closed and properly fastened and the **Property** shall be concealed in a locked boot whenever the said vehicle is left unattended and all available protections must be put into full and effective operation;
- c. the **Property** shall be kept within a securely locked or attended **Location(s)** overnight or at all times when not in the course of transit;
- d. where **Property** is being carried by hand or taken on public transport it shall at all times remain within the immediate possession of the person authorised to take such **Property**;

- e. **We** shall not be liable for damage by **Theft** or attempt thereof unless there are visible signs of forcible and violent entry to or exit from the **Location(s)** or vehicle where the **Property** is located.

Payment of Premiums

We will not be liable to make a payment under this policy if the premium is outstanding.

Reasonable Precautions

You will ensure that the **Property** is operated and serviced in accordance with the manufacturer's published recommendations. **You** shall not use any unauthorised repairer as this will invalidate **Your** policy.

Value Added Tax (VAT)

To the extent that **You** are accountable to the Tax Authorities for VAT all amounts in this document shall be exclusive of such Tax. Where **You** have indicated that **You** are registered or able to recover VAT **You** may be invoiced for the VAT element of any claim settled by ourselves or nominated maintainer.

Alteration of Working Conditions

If any material change in the **Location** or use of the **Property** occurs during the **Period of Insurance** or if any defects or conditions of working are discovered which would increase the likelihood of a claim under this policy **You** shall forthwith notify **Us** and take such action as **We** may require to protect the **Property**.

Salvage

We shall be entitled to take and keep possession of any damaged and replaced **Property Insured** by this insurance and to deal with the salvage in a reasonable manner. No **Property** may be abandoned to **Us**.

Right of Inspection

We have the right to inspect and carry out an audit of the **Property** at all reasonable times during the **Period of Insurance**. **You** agree to make available the **Property** to enable **Us** to carry out such inspections and report thereon.

If in the course of **Our** dealing with a claim or carrying out an audit of the **Property** **We** become aware of circumstances relating to the use of the **Property** or the **Location** that differs from **Our** understanding in a material way that would increase the likelihood of a claim under this policy, **You** shall take immediate steps to comply with **Our** requirements relating to protection of the **Property**.

Other Insurances

In the event that any loss or damage which is **Insured** by or would, but for the existence of this policy, be **Insured** by any other policy in **Your** name then **We** will not indemnify **You** if:

- a. The other policy is part of a warranty or service plan associated with the **Property**; or
- b. **You** make a claim under the other policy in relation to the **Property**; or
- c. **You** make a claim under the other policy in relation to some other **Property** and the loss or damage to the **Property** was a result of the same occurrence and could be added to that claim; or
- d. The value of the loss under this Policy exceeds £1,000 and **You** could legitimately make a claim under the other policy;

other than **We** will pay any shortfall between the amount received from the other policy and the amount **We** would have paid had the other policy not been in force.

Information Provided by You

In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this policy as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** policy and any claim. For example, **We** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;

- reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your** policy in accordance with the Right to cancel condition below.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform the **Administrator** Advent Solutions Management Limited, 3 Lombard Street, London EC3V 9AA
Email: cpu@adventsm.co.uk Telephone: 0345 872 2156 as soon as practicable.

You must inform **Us** if any of the following information changes;

- Name of **Insured**
- Address of **Insured**
- Make/Model

Recovery of Our loss

We, at **Our** own expense may take such proceedings as **We** think fit to enforce any rights and remedies against or obtain relief or indemnity from other parties who **We** consider may have to which **We** shall be or may become entitled or subrogated under this insurance and **You** at **Our** request and expense do such acts and things as may be reasonably required by **Us** for that purpose.

Fraud

All benefit under this insurance is forfeited where there has been fraud, intentional non-disclosure or mis-statement that would be relevant to **Us** agreeing to issue this policy on the terms herein, or any attempt thereat by **You** or any party acting on **Your** behalf.

Authorised Users

In the event of a claim, **We** shall not seek recompense from any user of the **Property** providing;

- a. the user has **Your** authority to use the **Property**.
- b. the user shall observe, fulfil and be subject to the terms exceptions and conditions of this Insurance.

Other Provisions

- a. **You** cannot assign or charge this policy in any manner whatsoever.
- b. This policy shall not acquire a surrender value.
- c. To improve the quality of **Our** service, **We** will be monitoring and recording a select number of telephone calls.
- d. The masculine gender shall include the feminine and the singular shall include the plural and vice versa.

Duty to comply

We will only be liable to make any payment under this policy if the **Insured** person has at all times complied with the terms and conditions of this policy.

Transferring the Policy

This policy is non-transferable.

6 Cancellation

We retain the right to suspend or cancel cover on any **Property** where this is deemed no longer maintainable through poor condition, obsolescence, age or availability of replacement parts.