

# **Policy Wording**

# **Education Master Policy Wording**

# Introduction

Welcome and thank You for choosing Great American International Insurance (UK) Limited as Your insurance provider. We work in partnership with CPU Group Limited, to provide You this Property cover. This insurance is administered by Advent Solutions Management Limited (the **Administrator**.)

You are now covered for repair costs in the event Your Property suffers Accidental Damage, subject to the terms and conditions detailed within this policy. Cover for additional risks related to Your **Property** are also available. You may not have chosen to take out these additional benefits, please refer to **Your** policy schedule which details the level of cover **You** have chosen.

This policy contains the features and benefits, terms and conditions and exclusions that apply to each individual section of cover and the general conditions and exclusions that apply to all sections of cover.

Please read this policy and **Your** policy schedule carefully to check which sections of cover **You** have chosen and to ensure these meet **Your** demand and needs. If **You** require any changes to **Your** level of cover or if **You** need to change any information which **You** have provided, **You** must contact the Administrator, Advent Solutions Management Limited on 0345 872 2156 or by emailing cpu@cpu.co.uk immediately.

Before You accept the policy, You have 14 days to review the policy and consider its full terms. If You are not totally happy with the policy and have not made a claim, simply write to the **Administrator** requesting that the policy is cancelled and any monies paid will be returned. We will then cancel **Your** insurance. After this 14 day period **You** may cancel this policy at any time however the refund of premium or premium due will be calculated as detailed in section 13 of General Conditions. You should consider any obligations **You** have to the **Lessor (if applicable)**, as identified on the Policy Schedule, to insure the **Property** before taking such action.

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### **Your Demands and Needs**

We have not provided You with a personal recommendation as to whether this product is suitable for Your needs so You must decide yourself whether it is or not. You have made a decision based on the information made available to You. This policy meets the demands and needs of those who wish to insure their Property against Accidental Damage and Theft, with additional benefits including Breakdown and Misappropriation and GAP (for additional terms regarding these sections of the policy wording refer to pages 3 and 21.) Your Property must be in good condition and in full working order prior to taking out this policy. If there is evidence that the damage, Theft, Breakdown or Misappropriation or return of Property occurred prior to the policy start date Your claim will be refused and no premium refund will be due.

# **Your Policy**

This policy is underwritten by Great American International Insurance (UK) Limited (Registered in England No 02714031) with its registered office at 32 Queen Square, Bristol, BS1 4ND. Great American International Insurance (UK) Limited is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority (Financial Services Register No 202874).

This insurance is arranged by CPU Group Limited (Registered in England No 03481787). CPU Group Limited Financial Services Register No 420206) is an Appointed Representative of Advent Solutions Management Limited (Registered in England No 04092670) with its registered office at 3 Lombard Street, London EC3V 9AA. Advent Solutions Management Limited is authorised and regulated by the Financial Conduct Authority (Financial Services Register No 308751).

You can check these details on the Financial Services Register by visiting www.fca.org.uk.

This policy is legal contract between **You** and **Us**. Please keep this document in a safe place as **You** will need it if **You** make a claim.







# **Summary of Cover**

This is only a summary of the cover available. The definitions, terms, conditions and exclusions are shown on the following pages. **You** may not have chosen to take out all of these benefits, please refer to **Your** policy schedule which details the level of cover **You** have chosen.

You are covered for the repair or replacement of Your Property in the event of;

- Accidental Damage and Theft (included within this policy)
- **Breakdown** (optional please refer to **Your** policy schedule)
- Misappropriation and GAP (optional by extension please refer to Your policy schedule)

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**.

In all events the maximum amount **We** will pay under this policy for any one claim or series of claims arising out of any one occurrence shall be lesser of £5,000 or the amount **Insured**, as stated in the Policy Schedule.

### **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 **Property** is unusable.

**Administrator** means Advent Solutions Management Limited.

**Breakdown** means the sudden mechanical or electrical failure which results in the sudden stoppage of normal function of the **Property** and which necessitates repair in order to resume those functions.

**Certificate of Delivery** means the document confirming the details of each individual item of **Property** received and accepted by **You** as evidenced by **Your** signature. The **Certificate of Delivery** forms part of **Your** Policy Schedule.

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









Consequential Loss means a loss or cost incurred by You as a result of the event which led to Your claim, including but not limited to a loss of earnings or profit from being unable to use the **Property**.

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**.

**Lease** means an agreement between **You** and the **Lessor** to finance the provision of the **Property** to You.

**Lessor** means the finance institution named on the policy schedule.

**Location** means **Your** 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.

**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 **Your** 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.

CPU Group Ltd, 3 Lombard Street, London, EC3V 9AA



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

We, Us, Our, Insurer means Great American International Insurance (UK) Limited.

**You, Your, Insured** means the person shown on the policy schedule.

### **Terms and Conditions**

This master policy has been issued for all **Property** shown in **Your** policy schedule. However each item of **Property** shown in **Your** policy schedule is deemed to be **Insured** individually under its own separate policy, with each item of **Property** subject to a claim limit, whose terms and conditions are identical to this master policy.

### 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**.

**Breakdown** - If **You** have selected this benefit **We** will review the damage and provide either a repair, replacement or cash settlement against the sudden mechanical or electrical failure of **Your Property** after the expiry of the manufacturer's warranty. Cover includes costs resulting from parts, labour and carriage charges. **Breakdown** cover commences the day after the manufacturer's warranty for **Your Property** expires.

Additionally, during the 12 month period of manufacturer's warranty, **We** will pay for the postage, carriage or transportation cost for **Your Property**, if it suffers a **Breakdown** and requires repair or replacement by the manufacturer. **Our** liability is limited to transportation costs only, this policy does not cover any other associated cost for **Breakdown**, if the **Breakdown** incurred during the manufacturer's warranty period.

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: <a href="mailto:cpu@cpu.co.uk">cpu@cpu.co.uk</a> 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 that 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.





### **Exclusions**

This policy does not cover the following;

#### Excess

The amount, as shown in the Policy Schedule

#### 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:

- a) 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.
- b) 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.

**Note**: 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.

- a. Any maintenance or adjustments including but not limited to: 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.







- g. 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.
- h. Failure to follow manufacturer's instructions
- i. Dismantling, transit, modification, re-installation or the fitting of upgrades or accessories;
- j. Appliance accessories or peripherals that were not an integral part of the original installation;
- k. Computer tapes or diskettes;
- I. An incorrect or abnormal electrical supply, defects in external wiring, cable or electrical connection not forming part of the original installation;
- m. Fire, lightning, explosion, flood or other causes external to the **Property**;
- n. Rust, corrosion or water damage;
- o. Failure of manufacturer defined engineering replaceable consumables;
- p. Software installation, corrupted software of computer viruses;
- q. Manufacturer recall of the **Property**;
- r. Inherent design faults originating from the manufacturing stage.
- s. Any costs where no fault is found, including but not limited to call out charges.

#### Cyber Loss

- 1. Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.
- 2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount

directly or indirectly caused by:

- 2.1 the use or operation of any Computer System or Computer Network;
- 2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
- 2.3 access to, processing, transmission, storage or use of any Data;
- 2.4 inability to access, process, transmit, store or use any Data;
- 2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
- 2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data; or
- 2.7 any activity of third party(s) causing disruption or damage to any Computer System or Computer Network.
- 3. For the avoidance of doubt, the definition of Cyber Loss, as contained in section 2 above, does not exclude accidental material damage cover for any insured loss sustained regarding an insured Computer System or Computer Network (where the damage thereto did not result from Cyber Loss).
- 4. Computer System means any computer, hardware, software, application, process, code,







program, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

- 5. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
- 6. Data means information used, accessed, processed, transmitted or stored by a Computer System.
- 7. When this clause forms part of a reinsurance contract, Insured shall be amended to read (or refer to) Original Insured.
- 8. The Definitions contained in this Clause apply to this clause only. They shall not apply to the other provisions of this Policy.







# **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 thereat 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: <a href="mailto:cpu@cpu.co.uk">cpu@cpu.co.uk</a> Telephone: 0345 872 2156 as soon as practicable.

CPU Group Ltd, 3 Lombard Street, London, EC3V 9AA







**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.

### **Cancellation**

If **You** decide to cancel this policy within the first 14 days following the policy start date as shown on **Your** policy schedule, **We** will provide a full refund of **Your** premium unless **You** have made a claim, in which case no refund of premium will be provided.

If **You** decide to cancel this policy after this 14 day period, **We** shall provide a pro rata refund, unless **You** have made a claim, based upon the remainder of full months left to run. If a claim has been made on the policy no refund of premium shall be provided.

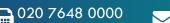
All cancelations after 14 days are subject to a £10.00 administration charge, per **Property** insured, which will be deducted from your pro-rata refund.

**You** may cancel this policy in line with the conditions detailed above by notifying the **Administrator**, Advent Solutions Management Limited, 3 Lombard Street, London EC3V 9AA: <a href="mailto:cpu@cpu.co.uk">cpu@cpu.co.uk</a> Telephone: 0345 872 2156

Where there is a valid reason for doing so the **Insurer** and/or **Administrator** may cancel the insurance by giving **You** 30 days' notice in writing sent to **Your** last known address. Valid reasons for cancellation may include but are not limited to:

- Where **You** have given incorrect information and fail to provide clarification when requested;
- Where **You** breach any of the terms and conditions which apply to **Your** Policy; or
- Where **We** reasonably suspect fraud.

**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.







### What to do in the Event of a Claim

As soon as practicable after **Accidental Damage**, , **Theft**, **Breakdown** has come to **Your** knowledge, please follow these steps and have **Your** policy schedule available as **You** may be required to produce the policy schedule to the **Administrator**;

1. Log **Your** claim with the **Administrator** either online at <a href="https://www.cpu.co.uk">https://www.cpu.co.uk</a> and click on Claims and Tracking, or alternatively telephone the **Administrator** on 0345 872 2156; or email <a href="mailto:cpu@cpu.co.uk">cpu@cpu.co.uk</a>; or write to the address shown below, providing the details of **Your** claim.

Claims Manager
Advent Solutions Management Limited
3 Lombard Street, London EC3V 9AA

**Important note:** In the event of **Theft** or, where **You** have reason to believe a criminal offence has been committed, **You** must notify the Police and obtain a crime reference number in respect of a **Theft** claim.

- 2. Take precautions to mitigate the damage and prevent further damage to the **Property** as **We** shall not be liable for additional costs that occur as a consequence of failure to comply with this requirement. In respect of a **Breakdown**, if a warning hazard light shows do not operate the **Property** further.
- 3. You must retain any damaged Property or parts of the Property.
- 4. **We** may require **You** to provide to **Us** with a statement in writing of all particulars and details of the **Property** affected, the value thereof, invoices and of the loss or damage and furnish all such vouchers proofs explanations and other evidence as may be required by **Us**.
- 5. Should **You** have any queries regarding **Your** claim please contact the **Administrator** on Telephone No: 0345 872 2156 or email: cpu@cpu.co.uk.







# **Register of Claims**

Insurers share information with each other to prevent fraudulent claims via a register of claims. A list of participants is available on request. In the event of a claim, any information **You** have supplied relevant to this insurance and on the claim form, together with other information relating to the claim, will be provided to the register.

# **Invalid Payments**

In the event that any benefit payments are made which are found to have been made as a result of **Your** fraud, recklessness or negligence, all benefit payments in respect of **You** shall be forfeited and **We** reserve the right to cancel **Your** cover under this policy immediately and demand that any such benefits are repaid by **You** and/or to take the appropriate legal action against **You**.

# **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and be subject to the exclusive jurisdiction of the English Courts, unless **We** agree to the contrary with **You**.

### **Economic or Trade Sanctions**

No cover or benefit shall be provided, and no sum shall be payable under this policy to the extent that providing or paying it would directly or indirectly put **us** or **our** ultimate parent company in breach of any applicable economic or trade sanction laws or regulations.







# **Complaints Procedure**

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this Insurance or the handling of a claim **You** should contact the Claims Manager of the **Administrator**, the contact details are:

Customer Support Champion
Advent Solutions Management Limited,
3 Lombard Street, London EC3V 9AA

Tel: 0345 872 2156 Email: cpu@cpu.co.uk

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response. The **Administrator**s will consider claims about their service as part of the sales process and are also authorised by the **Insurer** to deal with complaints relating to the terms and administration of the policy.

The **Administrator**s will contact **You** within five days of receiving **Your** complaint to inform **You** of what action they are taking. They will try to resolve the problem and give **You** an answer within eight weeks.

Alternatively, at any stage, **You** may have the right to refer your complaint to the Financial Ombudsman Service who can review complaints from eligible complainants, including (but not limited to) consumers, sole traders and certain businesses with runrovers of £6.5 million or less. Further information can be found at: http://www.financial-ombudsman.org.uk/default.htm

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London, E14 9SR

Telephone: 0800 023 4567 or 0300 123 9 123

Email: <a href="https://www.financial-ombudsman.org.uk/consumers">https://www.financial-ombudsman.org.uk/consumers</a>

This complaints procedure does not affect any legal right **You** have to take action against **Us**.







## **Compensation Scheme**

Great American International Insurance (UK) Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great American International Insurance (UK) Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

# **Data Protection and Privacy Summary Statement**

As a provider of commercial general insurance, Great American International Insurance (UK) Limited collects data from clients, contractors and third parties to assess, underwrite and administrate insurance contracts. The privacy of the personal data obtained is very important to **us** and **we** are committed to collecting, processing, sharing, storing and destroying all information in accordance with GDPR, UK data protection laws and specific data protection codes of conduct.

**You** can read **our** full Privacy Notice here: <a href="http://www.greatamericanuk.com/privacy-policy">http://www.greatamericanuk.com/privacy-policy</a>, which goes into more detail about how **we** collect, use and process personal data, and how, in doing so, **we** comply with **our** legal obligations. It also describes **your** rights as a data subject in respect of personal data.

You can find CPU's and Advent Solutions Management's Privacy Notices here: <a href="https://www.cpu.co.uk/Download/CPU">https://www.cpu.co.uk/Download/CPU</a> Group Ltd Privacy Notice.pdf

https://advent.global/legal-notices/#cookie

# **Call Recording**

To help **Us** provide a quality service, **Your** telephone calls may be recorded but will only be shared with partner organisations directly relevant to the **Breakdown** service **We** provide.

# **Contact and Complaints**

Should there be any queries with respect to this Data Protection and Privacy Summary Statement please write to:

**Head of Compliance** 

Great American International Insurance (UK) Limited







#### 32 Queen Square, Bristol, BS1 4ND, UK

or alternatively address your query to the Head of Compliance through the contact section of our website: <a href="https://www.greatamericanuk.com/contact-us/">https://www.greatamericanuk.com/contact-us/</a> For further details of your rights please see our Data Privacy Statement at <a href="http://www.greatamericanuk.com/privacy-policy/">http://www.greatamericanuk.com/privacy-policy/</a>. We would also be happy to post you a copy. If you have a complaint or concern about how we use your personal data, please contact us in the first instance and we will do our utmost to resolve the issue as soon as possible.

**You** have the right to make a complaint at any time to the Information Commissioner's Office (ICO) for data protection issues (https://ico.org.uk/). We would, however, appreciate the opportunity to respond to your concerns first, so please contact the Head of Compliance at the address above.

### **MISAPPROPRIATION & GAP EXTENSION**

This additional cover is only applicable if shown on the **Policy Schedule** 

#### **ADDITIONAL DEFINITIONS**

means a written agreement with a Parent whereby the Parent agrees to Agreement:

> make a voluntary regular payment to You in recognition of **Custodianship/Commencement Date** means the start date of the **Lease**.

**Custodianship:** The supply of **Property** by **You** to an individual **Student** for exclusive use by

> the Student away from Your address, as detailed on the Policy Schedule, where such possession of the **Property** is initially intended to be for a period

exceeding 6 months.

**Early Return:** means when a **Student** returns the **Property** to **You** before both the end

of the **Lease** and the date when the **Custodianship** was due to end.

**Early Settlement Figure:** means the amount required under the terms of the **Lease** by **You** to

discharge your financial obligation in respect of an item of **Property**.

Gap: means in respect of each item of **Property** the difference between the

Early Settlement Figure at the Return Day and the Market Value where

the Market Value is lower.

Lease Term: means the length of the Lease from Commencement Date, not exceeding

36 months.

**Market Value:** means the market value at the **Return Day** of the **Property** by reference to

a leading auction website or major distributor of portable personal

computer hardware, based on equipment of similar age, make and model

as the **Property**.

Misappropriation: means when a **Student** fails to return the **Property** to **You** at a pre-

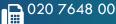
specified time or upon Your request.

means 14 days after issuing a letter in compliance with Additional Condition **Misappropriation Date:** 

6ii)

Parent: the natural Parent or other adult who has legal authority over and

responsibility for the care of a **Student** 







**Return Day:** means the date before the end of the Lease, that You return the item of

**Property** to the **Lessor**.

Student: a resident of the United Kingdom enrolled with You for the purposes of

receiving an education from You.

### What is Covered Under This Extension

During the Lease Term, where You have granted the Custodianship of an item of Property to an individual Student We will pay the amounts below to You or the Lessor on the occurrence of Misappropriation or Early Return where You are unable to reallocate the Property to another Student or use it within your organisation.

- 1. Misappropriation. The Early Settlement Figure of the Property at the Misappropriation Date
- 2. Early Return. The Gap.

Subject to the maximum amount that **We** shall pay in respect of any event is £2,500

### **Additional Conditions**

In addition to the General Conditions of the **Policy**, the following shall apply to this extension

- You must not knowingly disclose the existence of this extension any Student either directly or indirectly via a third party. To this extent You should only disclose the existence of this extension to any other person, including a **Parent** or person employed by **You**, if they are required to know as part of their duties and responsibilities to You and, in such cases, advise them of the requirements of this condition.
- You will advise Us within 60 days of the Commencement Date, of the name of each Student who has been given **Custodianship** together with the serial number of the subject **Property.** Any change to these details must be provided to **Us** within 30 days of taking effect.
- 3 An **Agreement** must be in place prior to **Custodianship** taking effect.
- Before granting a Custodianship You will first obtain the written acknowledgement from a Parent accepting responsibility for the safe return of the **Property** to **You** at a time before the earliest of, the date the **Student is** anticipated to cease enrolment at your organisation, or the end of the Lease. Such acknowledgment must include the obligation to reimburse You the cost of







replacement or repair in the event that the **Property** is not returned in good condition (fair wear and tear accepted)

- You will undertake periodic checks, of no less than once every term to ensure all **Property** subject to **Custodianship** remains in the possession of the **Student**.
- In the event that **You** discover that any item of **Property** is no longer in the possession of a **Student** or where a **Student** fails to return the **Property** at a pre-specified time or upon **Your** request, **You** should follow the procedure below. For the purposes of this condition a **Student** shall include a former **Student** who was a **Student** when **Custodianship** commenced.
  - i) within 5 calendar days of discovery, write (by email or letter) to the **Parents** at their last known address to seek the return of the **Property**
  - ii) If within 14 days sending the first communication and the **Parents** have failed to respond or the **Property** has not been returned in good condition, **You** should write again seeking return of the **Property** or a payment for its market value within 14 days. The communication should be sent by recorded delivery.
- 7 In the event of an **Early Return You** should seek to reallocate the **Property** to another **Student** or other person within **Your** organisation.
- The General Condition of the **Policy** relating to "Authorised Users" shall normally apply in the event **We** pay a claim for **Misappropriation**. In such cases, **We** shall only seek recompense from **Parents** with your prior approval. However, should the cumulative number of claims for **Misappropriation** exceed more than 5% of the number of items of **Property** insured under this **Policy** then **We** will consider there to be an endemic issue following which, at any time thereafter and at our discretion, the relevant General Condition shall not apply.
- The **Lease** must only cover the original purchase price of the **Property** (including delivery, extended warranty, insurance and software). To the extent that the **Lease** includes other items not directly associated with the acquisition of the **Property**, such as an outstanding balance from a previous **Lease**, then **We** reserve the right to adjust the amount of the **Gap** to exclude such items.
- 10 In the event that the **Lease** is renegotiated by **You** or transferred to a new **Lease** then all terms of and sums under this insurance shall be construed and calculated on the basis that the **Lease** continued in its original form.







- 11 It may be possible for **Us** to negotiate with the **Lessor** to reduce the **Final Settlement Figure.**Provided this shall fully discharge **Your** obligations under the **Lease** in relation to an item of **Property** subject to a claim, **You** accept that **We** may approach the **Lessor** on **Your** behalf and will assist **Us** accordingly. In such circumstances, and at other times under the terms of the **Lease**, **We** may be required to remit any sums due under this **Policy** to the **Lessor**. **You** agree **We** may take such action in full and final settlement of **Our** liability to **You** in respect of the claim.
- 12 If the **Property** is recovered or financial recompense occurs after **We** have made payment for a claim for **Misappropriation** of the **Property** then the rights to the **Property** or recompense shall pass to **Us** and **You** shall do all such things to transfer title or pass over monies. In the event that the recompense exceeds the value of the claim them **We** shall only be entitled to the value of the claim.
- 13 The **Return Day** must occur no later than 14 days after an **Early Return. You** must evidence **Early Return** by providing the **Student** with a receipt and keeping a copy thereof. **You** should also ensure that the **Property** is returned to the **Lessor** by insured recorded delivery.

### WHAT TO DO IN THE EVENT OF CLAIM

- 1. You must report an event to the Administrator within the following timescales
  - a. **Misappropriation**: Within 28 days of issuing a second communication in accordance with Additional Condition 6.
  - b. Early Return: Within 14 days of the Early Return.
- 2. In all cases **We** shall require a copy of the relevant **Agreement** and details of the **Property**, including model and age. In addition:
  - a. **Misappropriation**: **We** shall require copies of the communications and evidence of the last check under Additional Condition 5.
  - b. **Early Return**: **Your** written undertaking that **You** have been unable to comply with Additional Condition 7 and have no intention of acquiring possession of additional items, similar to the **Property** in functionality, within the next 60 days. A copy of the receipt provided to the **Student** and proof that the **Property** has been returned to the **Lessor**.







### What is not Covered

#### Additional terms

- 1. "Inventory Losses" shall not apply to this extension.
- 2. We will not be liable for a Misappropriation claim where the reason for the failure to return the **Property** is due to it being misplaced or lost by the **Student**.
- 3. We will not be liable for an Early Return claim if the Return Date is less than three months before the end of the Lease.
- 4. We shall not be liable for that part of a claim caused by the Early Settlement Figure being other than what would have been anticipated at Commencement Date. We will not be liable for any additional amounts due to late, delayed or missed payments or damage (except fair wear and tear).





