

Microlink - DSA Computer Cover

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

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

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

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Please read this policy carefully and make sure **you** fully understand and comply with its terms and conditions, failure to do so may jeopardise the payment of any claim which might arise and could lead to the policy becoming void.

Cancellation Period

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

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

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

Definitions

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

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

Administrator: Microlink PC (UK) Limited, Microlink House, Brickfield Lane, Chandlers Ford, SO 53 4DP.

Computer virus: means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer virus** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'

Electronic data: means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled **equipment** and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

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

Excess: The first amount of each and every loss up to the amount set out in the **schedule** payable by **you** to the **administrator**.

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

Insurance: The **proposal** completed by **you**, the policy and policy **schedule**.

Insured Event: **Accidental damage** to, or the **theft** of, all or part of the insured **equipment**.

Period of Insurance: The period between the start and end date as recorded on **your schedule**

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

Property: The part of the building and its grounds at the address shown in the policy **schedule** owned or occupied by **you**.

Proposal: The signed application and declaration together with any supporting information **you** may have

supplied in support of **your** application for **Insurance**.

Schedule: The written confirmation received from the **administrator** confirming **your** details, start date, end date and the **equipment** the subject of this policy.

Territorial Limits: The United Kingdom of England, Wales, Scotland, Northern Ireland, the Channel Islands, or the Isle of Man.

Theft: as a result of violent or forcible entry or exit from the **property** stated on the **schedule** or **theft** of the **equipment** from the **insured** involving **force** or the threat thereof. Where the **equipment** is **portable** cover extends to any location while under the control of the **insured**.

Total Insured Value: The value of the **equipment** as stated on the **schedule**

Terrorism: An act of which includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- (i) involves violence against one or more persons; or
- (ii) involves damage to **property**; or
- (iii) endangers life other than that of the person committing the action; or
- (iv) creates a risk to health or safety of the public or a section of the public; or
- (v) is designed to interfere with or to disrupt an electronic system.

We, Us, Our, Insurer: UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

You, Your, Insured: The person stated on the **schedule**.

Type of Insurance and Cover

We will cover the **equipment** detailed on the **schedule** during the **period of insurance** against **theft** and **accidental damage** while within the **territorial limits** of the policy. In the case of **portable equipment** **we** will also provide cover for up to 90 days during the **period of insurance** whilst the **equipment** is used by **you** outside the **territorial limits**.

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

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

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

If an **insured event** occurs within the **territorial limits** as a result of any cause that is not excluded by this policy, the **insurer** will, as its sole discretion:

- a) Pay the cost of the repair of the **equipment** by a qualified engineer authorised by the **insurer**; or replace the **equipment** with equipment of a similar specification;
- b) Where the **equipment** cannot be repaired **we** will endeavour to replace the **equipment** with equipment of a similar specification but **we** are not obliged to do so where this is not possible;
- c) **We** are not liable for the payment of Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT;
- d) **We** will only pay for carriage costs within the **territorial limits**. **You** must pay for any additional carriage costs if the **equipment** needs to be collected and/or delivered outside of the **territorial limits**;
- e) Subject to any other limit of liability stated in the policy, **our** liability during the **period of insurance** will not exceed the **total insured value** of the **equipment**.

General Conditions

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

1. Claims Notifications & Requirements

In order to make a claim, **you** or **your** personal representative, must:

- a) Immediately or at most within 7 days of the occurrence of the **insured event**, notify the **administrator** by telephone, by email or in writing;
- b) Submit a claim form to the **administrator**; and

- c) In the event of **theft**, or where **you** have reason to believe a criminal offence has been committed, notify the police and **you** must obtain and provide to the **administrator** a copy of the police crime report.

You must also:

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

2. Other Insurances

If, at the time a claim arises or is made, any other insurance exists for the benefit of **you** covering the **insured event** (or which would, but for the existence of this policy, cover the **insured event**) **we** will only be obliged to pay **our** ratable proportion of the sum due under this policy. In such circumstances, **you** or the other insurers must pay to the **insurer** the sum payable under the other insurance(s) prior to the repair or replacement of the **equipment** under this policy.

3. Other Precautions

You shall take all reasonable precautions to prevent **theft** or **accidental damage** to the **equipment**, where the **equipment** is **portable you** should not leave the **equipment** unattended while away from the **property**.

4. Access

The **insurer** or its representatives shall have the right at all reasonable times to have access to the **equipment**.

5. Alteration & Modification

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

6. Subrogation

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

7. Observance

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

8. Policy Voidable

This policy shall be voidable in the event of;

- a) Misrepresentation, mis-description, or non disclosure by **you** when asked by **us** or the **administrator** for any information relating to this **insurance** and/or claim.
- b) Unless otherwise agreed by **us** in writing, this policy shall be avoided in respect of any **equipment** which is altered after the commencement of this policy in such a way that the risk or the occurrence of an **insured event** is increased.
- c) **Your** interest in the **equipment** ceases.

9. Fraud

You must not act in a fraudulent manner. If **you** or anyone acting for **you** make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect, or make a statement in support of a claim knowing the statement to be false in any respect, or submit a document in support of a claim knowing the document to be forged or false in any respect, or make a claim in respect of any **theft** or **accidental damage** caused by **your** willful act or with **your** connivance then **we**:

- i) Will not pay the claim;
- ii) Will not pay any other claim which has been or will be made under the policy;
- iii) Will be entitled to recover from **you** the amount paid under the policy;
- iv) May declare the policy void;
- v) Will not make any refund;
- vi) May inform the police of the circumstances.

10. Legal

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

11. Governing Law

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

Exclusions

This policy does not cover:

- Any **excess** payable under the policy;
- Any repair costs arising that would be covered by the manufacturer's guarantee, known faults or issues prior to the commencement date of this policy, any faults that can be traced or found to being existing prior to the commencement of the policy;
- **Equipment** left unattended in a public place;
- Non-working parts, such as, but not limited to, protective cases, carrying straps or handles;
- Any repair costs arising from neglect, lack of care or misuse of the **equipment** and/or failure to follow the manufacturer's operating instructions or guidelines;
- The cost of any routine maintenance, overhaul, modification upgrade of software;
- The loss of use of the **equipment** or any consequential loss ;
- Any loss, damage or breakdown caused by corrosion;
- The provision of cosmetic parts or cosmetic damage where the functionality of the **equipment** is not affected;
- The use of accessories or **equipment** not approved by the manufacturer or incorrect connections of signal leads or application of incorrect electrical supply;
- The cost of repairs carried out by anyone not approved by the **administrator** and the use of non-approved components;
- Any costs incurred where it is found that the **equipment** is functioning normally or where no fault or damage is found and the **equipment** has not suffered **accidental damage** or been the subject to **theft**;
- Fire, flood, malicious damage or **theft** caused by negligence, abuse or misuse in respect of the **equipment** including but not limited to faulty software or programming or electrical power surge or fluctuation;
- The replacement of consumable items including (but not limited to), fuses, batteries, and bulbs;
- Claims arising as a result of normal wear and tear;
- Any loss of or damage to information or data contained in or stored on the **equipment** (whether arising as a result of the **insured event** or otherwise);
- **Theft** from premises unless entry or exit was gained by forcible and/or violent means;
- **Theft** of the **equipment** from the person unless involving **force** and/or the threat thereof;
- **Theft** of or damage to the **equipment** in or from a vehicle unless kept in a locked boot or suitable container, all doors are locked and windows fully closed and fastened, and the **equipment** is concealed from view. Where **equipment** is left overnight in a vehicle the vehicle must be stored in a locked secure garage;
- Mechanical Electrical Breakdown;
- any loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of **terrorism**, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
This **Policy** also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of **terrorism**.
Notwithstanding the above and subject otherwise to the terms, conditions, and limitations, this Policy will pay actual loss or damage (but not related cost or expense) caused by any act of **terrorism** provided such act is not directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.
- Any amount that is recoverable upon the occurrence of an **insured event** at no expense to **you** under any guarantee, warranty, maintenance, rental hire or lease agreement.
- Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto, it is understood and agreed as follows:

(a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of **electronic data** from any cause whatsoever (including but not limited to **computer virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

(b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to **property** insured by this Policy directly caused by such listed peril.

Listed Perils: Fire,
Explosion.

- Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to **property** by or under the order of any government or public or local authority.
- Any loss, liability, cost or expense, or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:
 - irradiation or contamination by Nuclear Material; or
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

Claims

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

Call the **administrator** on 0800 999 26 20 (freephone) with the following information:

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

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

Complaints Procedure

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this **insurance** or the handling of a claim **you** should follow the Complaints Procedure below:

Please contact Microlink (on 0330 555 0 999 or by email csa@microlinkpc.com) who arranged the **Insurance** on **your** behalf and who has been appointed to handle claims on **our** behalf.

If **your** complaint cannot be resolved by the end of the next working day, Microlink will pass it to:

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

Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

In all correspondence please state that **your insurance** is provided by UK General Insurance Limited and quote scheme reference 05677

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

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

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

Financial Services Compensation Scheme

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

Data Protection Act 1998

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