

## CERTIFICATE OF COMPUTER INSURANCE

THIS IS TO CERTIFY THAT in accordance with the authorisation granted under Contract CAL0052010/ADI Undersigned by the **Insurers**, and in consideration of the Premium, the **Insurers** are hereby bound to **You** for the benefits set out herein, subject to the Terms, Definitions, Exclusions and Conditions specified in this Certificate. In witness whereof this Certificate has been signed by



**Paul Kelsey**  
Citymain Administrators Ltd

### Understanding Your Certificate

Please read this Certificate carefully and make sure **You** understand and fully comply with its terms and conditions, failure to do so may jeopardise the payment of any claim which might arise and could lead to the Certificate becoming void. Please ensure **You** keep it in a safe place so **You** can read it again if **You** need to.

### The Certificate

This certificate is evidence of a contract of insurance and will only become effective when **We** have received details of **Your Computer** from **Your** employer. This certificate is not valid without the Certificate Schedule which includes the unique details of the **Computer** insured. The Certificate Schedule will be sent to **You** within 4 weeks of the offer closing date, please note **You** will be covered during this period. If **You** have not received the Certificate Schedule within 4 weeks of the offer closing date please contact the **Administrator**.

The Certificate contains details of the insurance cover **You** have bought, what is excluded from the cover and the conditions of this insurance and should be read in conjunction with the Certificate Schedule.

### 1. THE INSURANCE

#### Accidental Damage cover

If the **Computer** suffers **Accidental Damage** during the **Period of Insurance**, whilst within the **Geographical Limits**, **We** will indemnify **You**, up to the **Sum Insured**, for either the cost of parts and labour to repair it, or if it not repairable **We** will at **Our** option either replace the **Computer** with a **Computer** of the equivalent general, specification or pay the outstanding balance under **Your DITG** certified order agreement at the time of the **Accidental Damage** excluding any arrears.

### 2. DEFINITIONS

The words or phrases described below shall have the following meaning wherever used in this certificate.

- Accidental Damage** means any sudden and unforeseen damage, including fire and water damage, caused to the **Computer** which was not deliberately caused by **You**.
- Administrator** means Citymain Administrators Limited, P.O. Box 116, Ryde, PO33 2WX Telephone number: 0844 576 2266
- Component(s)** means any mechanical, electrical or electronic part, which forms part of the **Computer's** original specification, insured under this certificate as defined on the certificate schedule.
- Computer** means either a desktop computer or a portable lightweight personal computer supplied to **You** by **Your** employer through a member of **DITG** and as stated on the certificate schedule.
- Computer Virus** is a self-replicating program that spreads by inserting copies of itself into other executable code or documents, that is loaded onto **Your** computer without **Your** knowledge and runs against **Your** wishes.
- DITG** means the Digital Inclusion Technology Group, a "not for profit" organisation set up to run Computing, Skills and Technology programmes to deliver computers into homes via the workplace.
- Geographical Limits** means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and where **Your Computer** is portable shall be extended to include worldwide for a period of up to a maximum of 90 days during the **Period of Insurance**.
- Immediate Family** means **Your** spouse or partner, children, brothers, sisters and parents who permanently reside at the address shown in the certificate schedule.
- Indemnity/Indemnify** means if **We** pay to have **Components** on the **Computer** replaced or repaired resulting in the **Computer** being in a better condition than it was before the **Accidental Damage**, **You** may be required to pay a contribution towards the cost, or **We** may at **Our** option use reconditioned **Components**.
- Period of Insurance** means the dates shown on the certificate schedule.
- Repairer** means any full-time business providing a computer repair service authorised by **Us**.
- Sum Insured** means the maximum amount that can be claimed in total during the **Period of Insurance**. This is limited to the total amount advanced under the **DITG** certified order agreement, as stated on the certificate schedule. If it is necessary to replace **Your Computer** due to **Accidental Damage** **Our** liability will be limited to the outstanding balance under **Your DITG** certified order agreement at the time of the **Accidental Damage** excluding any arrears.
- We/Us/Our/Insurer** means certain Lloyd's Syndicates managed by Jubilee Managing Agency. Jubilee Managing Agency is entered on the Register of Lloyd's Managing Agents. Registered Office: Sidcup House, 12-18 Station Road, Sidcup, Kent, DA15 7EX, United Kingdom. Registered in England number 04434499.
- Wear and Tear** means the gradual deterioration associated with normal use and age of the **Computer** and its **Components**.
- You/Your/Yourself** means the person as named in the certificate schedule or a member of their **immediate family**.

### 3. EXCLUSIONS

This **Certificate** does not cover:

- The first £25 of each and every claim where the total amount advanced under **Your** order agreement does not exceed £1,500 or £75 in all other cases.
- Theft, loss or breakdown of the **Computer**
- Damage to the **Computer** that is not suitably stored or packed whilst in transit.
- Damage to the **Computer** whilst on hire or loan to any third party.
- Malicious damage unless caused by a third party unknown to **You**.
- Repair or replacement of Bluetooth, wireless modem, LAN or other connectivity devices not supplied as part of the **Computer**.
- Any item not included on the certificate schedule.
- Any additional equipment or accessories (other than those supplied as original with the **Computer**, and identified from the certificate schedule) including but not limited to carrying cases, battery chargers, dongles or external antennae.
- Loss of use of the **Computer** or any other costs that are caused by the event which led to **Your** claim, unless specifically stated in this certificate.
- Accidental Damage** arising outside of the **Geographical Limits**.
- Any claim caused by an **immediate family** member under the age of 18 which occurs outside of the address shown in the certificate schedule
- Costs recoverable from any party under the terms of any guarantee or warranty (or which would be recoverable but for the act or omission of **You**).
- Any reduced performance or efficiency of the **Computer**.
- Any costs incurred either by or in the process of installing the **Computer** or in subsequently relocating it.
- Any associated charges levied by any provider to **You**.
- Repairs and maintenance carried out by anyone other than a **Repairer** nominated by the **Administrator** and accepted by **Us**.
- Any costs relating to software, date changes or solar flare.

- Any costs incurred where it is found that the **Computer** is functioning normally or where no fault or damage is found and the **Computer** has not suffered **Accidental Damage**.
- Accidental Damage** caused by negligence, abuse or misuse in respect of the **Computer** including but not limited to:
  - failure to use or site the **Computer** in accordance with manufacturers' instructions and failure to follow maintenance recommendations;
  - the use of accessories or **Computer** not approved by the manufacturer or incorrect connections of signal leads or application of incorrect electrical supply;
  - faulty software or programming or electrical power surge or fluctuation.
- The cost of remedying or making good solely due to:
  - Wear and Tear**, gradual deterioration or oxidation
  - gradually developing defects, cracks, flaws or fractures
  - scratching or chipping of any surfaces or cosmetic damage.
- The cost of maintenance, overhaul or modification or damage resulting from maintenance, overhaul or modification.
- Loss of or damage to data carrying material.
- This certificate does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any **Computer Virus** or similar mechanism or as a result of any failure of the Internet, or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- External data carrying materials and any computer program or data information recorded thereon.
- The costs of rectifying programming errors or design defects in software.
- Any expenditure in consequence of the use by **You** of software in respect of which development has not been finalised or which has not passed all testing procedures or which has not been successfully proven.
- Any expenditure in consequence of failure to comply with manufacturer's recommendations relating to storage of computer media.
- The value to **You** of data stored on the **Computer**.

### 4. GENERAL EXCLUSIONS

- Any legal liability directly or indirectly caused by or contributed to or arising from:
  - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Any loss or damage or liability 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 damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### 5. CONDITIONS

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

The observance and fulfilment of the conditions of the certificate by **You** insofar as they relate to anything to be done or observed by **You** shall be a condition precedent to any liability hereunder.

Please note: **We** do not accept responsibility for faults in workmanship or materials, or any claims which occur due to repairs paid for by **Us** on **Your** behalf. It is **Your** responsibility to meet any charges in excess of, or rejected as not being **Our** liability.

**You** must take all reasonable steps to prevent **Accidental Damage** to the **Computer**, or memory including but not limited to:

- keeping the **Computer** in a proper state of maintenance and repair;
- using the **Computer** in accordance with manufacturer's instructions and maintenance recommendations.

#### 1. Duty of care

The cause of any warning light, text box or other warning indicator must be rectified as soon as is possible following the indication. The **Computer** must not be operated after any **Accidental Damage** or incident if this could cause further damage to **Computer**.

#### 2. Fraud

**You** must not act in a fraudulent manner.

If **You**, or anyone acting for **You**:

- make a claim under the certificate 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 loss or damage caused by **Your** wilful act, or with **Your** connivance,

Then **We**:

- will not pay the claim
- will not pay any other claim which has been made or will be made under the certificate

- will declare the certificate void
- will be entitled to recover from **You** the amount of any claim already paid under the certificate
- will not make any return of premium
- may inform the police of the circumstances

### 3. Cancellation

**You** may cancel the certificate at any time by giving 14 days notice in writing to the **Administrator** by recorded delivery. If **You** do cancel this certificate after receiving this certificate document there will be no refund of premium as **You** have not paid for this insurance.

**We** may also cancel this certificate by sending 14 days notice by recorded delivery to **You** at **Your** last known address. If **We** do cancel this certificate no refund will be given as **You** have not paid for this insurance.

### 4. Duty of disclosure

The certificate has been issued based upon information, which **You** have given to **Us** about **Yourself**, and **Your Computer**. **You** have a duty to tell **Us** immediately of any changes to this information in particular any of the following: change of address, failure to do so may invalidate **Your** cover under this certificate. **We** will then advise **You** of any changes in terms.

### 5. The law applicable to this contract

**You** are free to choose the law applicable to this contract. **Your** certificate will be governed by the law of England and Wales unless **You** and **We** have agreed otherwise.

### 6. Legal rights

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

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

If, at the time of **Accidental Damage** to the **Computer**, any other insurance covers the same, **We** shall not be liable to pay or contribute more than **Our** proportions of **Indemnity** for such **Accidental Damage**.

**Our** liability under this certificate for any **Period of Insurance** shall be conditional upon payment in advance of the appropriate premium due for that period.

### CLAIMS CONDITIONS AND PROCEDURES

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

If **Accidental Damage** occurs please help the **Administrator** by reporting **Your** claim according to the following procedure.

#### 1. Prevent further damage

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

#### 2. Contact the Administrator

All claims **MUST** be reported to the **Administrator** on 0844 576 2266 as soon as reasonably possible but in any event within 3 days of becoming aware of the damage (or in the event of damage occurring outside of the United Kingdom, within 3 days of returning to the United Kingdom). **You** will be sent a claim form. Complete the claim form **FULLY** and return to the **Administrator** in accordance with their instructions, and in any event within 30 days of notifying the claim together with the following supporting documentation:

- **Your** certificate number and **Computer** details;
- the cause of the damage;
- any other documentation as requested by the **Administrator** in support of **Your** claim;
- payment of the appropriate excess or contribution where required.

If the claim is covered by the certificate, authorisation will be given by the **Administrator** for the assessment of the **Accidental Damage**. The **Administrator** will provide **You** with details of the **Repairer** to whom the **Computer** should be couriered to, this will need to be arranged at **Your** own cost.

Should **You** decide to give permission to a repairer to commence work, without obtaining authorisation from the **Administrator**, **You** do so in the full knowledge that **We** reserve the right not to meet **Your** claim because **You** have denied **Us** **Our** right under this certificate to agree cover, inspect the **Computer** and manage costs prior to its repair

#### 4. Use of an Engineer

At notification of any claim, or following receipt of the estimate, the **Administrator** reserves the right to:

- instruct an independent Engineer to inspect **Your Computer** before authorising any claim; or
- inspect any **components** which have been removed, together with any original documentation, within one calendar month after any repair or replacement has been authorised or carried out.

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

#### 5. Salvage

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

#### 6. Contribution and Indemnity

In the event of **Accidental Damage** to the **Computer** for which a claim is admitted under this certificate the basis upon which the amount payable is to be calculated shall be:

a) the cost of repair or replacement of the damaged part of the **Computer** to a condition equal to but not better or more extensive than its condition when new. When replacement parts are not available from the manufacturers or their agents **Our** liability shall be limited to the cost of an equivalent repair to similar **Computer** of current manufacture

b) where the **Computer** is, in **Our** opinion, damaged beyond repair repairable **We** will at **Our** option either replace the **Computer** with a **Computer** of the equivalent general, specification or pay the outstanding balance under **Your DITG** certified order agreement at the time of the **Accidental Damage** excluding any arrears. Where **We** opt to replace the **Computer** and a **Computer** of equivalent specification is not available **We** will pay for similar replacement **Computer** with the nearest higher specification. Where we opt to pay the outstanding balance under **Your DITG** certified order agreement, settlement of the successful claim will be made directly to your employer.

**Our** liability in respect of any one loss or series of losses arising out of any one occurrence is limited to the amount shown in the certificate schedule.

#### 7. When the Computer has been repaired

If **You** are aware, or believe, that the repair is not satisfactory advise the **Administrator** immediately.

### DATA PROTECTION ACT 1998

It is understood by you that any information provided to the **Administrator** and **Us** regarding **You** will be processed by the **Administrator** and **Us**, 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.

### SAFEGUARDING CLAIM PAYMENTS

Claims payments due to **You** from the **Insurers** will be held by the **Administrator**. In this capacity the **Administrator** acts as an authorised agent of the **Insurers**. This means that any claim payment is not deemed to have been paid by the **Insurers** until **You** have actually received it.

### SERVICE AND COMPLAINTS

The **Administrator** and the **Insurers** aim to provide **You** with a first class service, with the **Administrator** committed to providing **You** with an excellent claims handling service. However, if there is an occasion that **You** feel they have not provided the service **You** expect please tell them about it, so that they can do their best to solve the problem. In the first instance, please address **Your** correspondence for the attention of the Customer Relations Officer (who will arrange an investigation on behalf of the Managing Director) at Citymain Administrators Ltd, P.O. Box 116, Ryde, Isle of Wight, PO33 2WX. Telephone number: 0844 576 2266.

Please supply **Your** name, address, certificate reference number and where possible enclose copies of relevant correspondence as this will help to deal with **Your** concern, in the shortest possible time.

In the event that **You** remain dissatisfied with the response received **You** can refer the matter to Policyholder and Market Assistance, Lloyd's Market Services, One Lime Street, London, EC3M 7HA. Phone 020 7327 5693 Fax 020 7327 5225 E-mail [complaints@lloyds.com](mailto:complaints@lloyds.com)

Complaints that cannot be resolved by the Complaints Department at Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

If **You** make a complaint **Your** legal rights will not be affected.

### FINANCIAL SERVICES COMPENSATION SCHEME

**You** may be entitled to compensation from the Financial Services Compensation Scheme for **Your** insurance benefits if the **Insurers** become insolvent or are unable to meet their obligations. Further details are obtained from the Financial Services Compensation Scheme website <http://www.fscs.org.uk/> or by phone at 020 7892 7300. Alternatively, **You** may write to: Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London E1 8BN.