



Corporate Smartphone and Gadget Insurance

Policy of Insurance

Please contact the administrator by email at admin@covercloud.co.uk or by phone on 0345 812 0030 if you need any documents to be made available in braille and/or large print and/or in audio format.

Introduction

About Your Insurance

Welcome to *your* Smartphone and Gadget Insurance Policy of Insurance.

This insurance can protect *you* if an item of *equipment* is accidentally damaged, lost or stolen, or if it suffers a mechanical or electrical breakdown outside of the manufacturer's guarantee period.

Which of the coverages on "Accidental Damage" on page 4 apply depends on the level of cover selected by *you* when *you* purchased this insurance. This is confirmed in *your Policy Schedule*.

This insurance was arranged by CoverCloud Insurance, who is also the policy *administrator* and the company that will handle any claims. CoverCloud Insurance is a trading style of Acumen Insurance Services Limited, an appointed representative of maintenance Assist Ltd, and is referred to as the *administrator* in this Policy of Insurance. Acumen Insurance Services Limited is also a member of the same group as Crispin Speers & Partners Ltd, St. Clare House, 30-33 Minorities, London EC3N IPE, which is a coverholder at Lloyd's.

You can contact the *administrator* at:

Address: Acumen Insurance Services Limited, St. Clare House, 30 Minorities, London, EC3N IPE. Tel: 0345 812 0030. Email: admin@covercloud.co.uk

The insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited. Lloyd's Syndicate 4444 is referred to as "*we*", "*us*" and "*our*" in this Policy of Insurance.

This is an annual insurance policy. The start date and the *period of insurance* are shown in *your Policy Schedule*.

Some words and phrases in this Policy of Insurance and *your Policy Schedule* will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in italics. They are all listed and explained in the "Definitions" section which can be found on "Definitions" on page 8 of this Policy of Insurance.

All insurance documents and all communications with *you* about this policy will be in English.

Please contact the *administrator* if *you* need any documents to be made available in braille and/or large print and/or in audio format. Their contact details are shown above.

How to Make a Claim

To make a claim, please log in to *your* online account at:

www.covercloud.co.uk/claims

If *you* require assistance, *you* can contact customer services on 0345 812 0030. Lines are open 9am to 5.30pm (Monday to Friday).

The Insurance Contract

This Policy of Insurance and *your Policy Schedule* are *your* insurance documents and together they make up the contract between *you* and *us*. It is important that *you* read this Policy of Insurance carefully

along with *your Policy Schedule* so *you* can be sure of the cover provided and to check that it meets *your* needs.

In exchange for *your* payment of the premium shown in *your Policy Schedule*, *your equipment* is insured in accordance with the terms and conditions contained in these documents (and any amendments made to them) for the duration of *your* policy.

Important Information

It is important that:

- *You* check *your Policy Schedule* to ensure the details are correct and that the cover is as *you* requested;
- *You* check that *your equipment* is eligible for this insurance (see "Eligibility For Cover" below);
- *You* notify the *administrator* as soon as possible of any inaccuracies in *your Policy Schedule*, or if *your equipment* is not eligible for this insurance;
- *You* are aware of *your* duty of fair presentation (see "Your Duty of Fair Presentation" below); and
- *You* comply with any duties detailed under each section of the Policy of Insurance and under the insurance as a whole.

If *you* need to make an amendment or wish to cancel *your* policy, this can be done via *your* online account at:

<https://www.covercloud.co.uk>

For claims, payments or changes please log in to *your* online account or call CoverCloud on 0345 812 0030.

Conditions

There are various conditions in this Policy Document which *you* need to meet. If *you* do not meet these conditions, *we* may reject a claim payment or a claim payment could be reduced. In some circumstances, *your* policy may be cancelled.

There are also conditions which relate specifically to making a claim, and these can be found in the "Making a Claim" section on page 6.

Your Duty Of Disclosure

Under the Insurance Act 2015, *you* have a duty to make a fair presentation of the risk to *us* before this policy starts, at each renewal of the policy, and when *you* make any amendment(s) to *your* cover. This means *you* must:

- a) Disclose all material facts which *you* know or ought to know.
- b) Make the disclosure in a reasonably clear and accessible way; and
- c) Ensure that every material representation of fact is substantially correct, and made in good faith.

A "material fact" is information that would influence *our* decision as to whether to insure *you* and if so, on what terms.

For the purposes of the duty of fair presentation, *you* are expected to know the following:

a) If *you* are an individual (such as a sole trader or an individual partner):

- what is known to *you* and anybody who is responsible for arranging this insurance; or

If *you* are not an individual (such as a limited company or a partnership):

- what is known to anybody who is part of *your* organisation's senior management (this means those people who play significant roles in the making of decisions about how *your* activities are to be managed or organised), or anybody who is responsible for arranging this insurance;

b) What should reasonably be revealed by a reasonable search of information available to *you*. The information may be held within *your* organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the insurance is intended to insure subsidiaries, affiliates or other parties, *you* are expected to have included them in *your* enquiries, and inform *us* if *you* have not done so. The reasonable search may be conducted by making enquiries or by any other means.

If *you* breach *your* duty to make a fair presentation of the risk to *us*, then

- where the breach was deliberate or reckless, *we* may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - *we* would not have agreed to provide cover under this policy on any terms, *we* may avoid this policy and refuse all claims, but will return any premiums paid;
 - *we* would have agreed to provide cover under this policy but on different terms (other than premium terms), *we* may require that this policy includes such different terms with effect from its commencement, and/or
 - *we* would have agreed to provide cover under this policy but would have charged a higher premium, *our* liability for any loss amount payable shall be limited to the proportion that the premium *we* charged bears to the higher premium *we* would have charged. For example if due to a breach of fair presentation *we* charged a premium of £150.00 but *we* should have charged £200.00, for a claim submitted and agreed at a settlement value of £3,000, *you* will only be paid £2,250.

Locations Where Cover is Provided

Cover applies to gadgets used in the United Kingdom, the Channel Islands and the Isle of Man and for up to 90 days abroad during any 12 month period. A replacement or repair can only be dealt with once *you* are back in the United Kingdom, the Channel Islands or the Isle of Man and all repairs must be carried out by a repairer approved by *us*.

Eligibility For Cover

It is a condition precedent to *our* liability under this insurance contract that the following matters are true and accurate:

- *Your equipment* must not have been lost, stolen or damaged before the start date of this insurance.

- *Your equipment* must be less than 3 years old at the start date of this policy (or less than 5 years old if *you* are renewing an existing insurance policy with the *administrator*);
- An item of *equipment* must be in good condition and in full working order when cover begins for that item; and
- If an item of *equipment* is a refurbished item, it must have been purchased directly from the manufacturer or network provider (not from an online outlet or high street retail provider), or have been obtained from The Replacement Service (TRS). Refurbished items cannot have been purchased outside the United Kingdom, Channel Islands or Isle of Man.

If *your equipment* does not meet the eligibility requirements above, *we* will not provide any cover under this policy.

Please contact the *administrator* at admin@covercloud.co.uk as soon as possible if *your equipment* does not meet the eligibility requirements or if *you* have any queries.

The Equipment You Can Insure

Any *equipment* that *you* insure under this policy must have been purchased (by *you*) as a new or refurbished item. It must be less than 3 years old at the start date of this policy (or 5 years old if *you* are renewing an existing policy with the *administrator*) and *you* must hold a valid *evidence of ownership* for each item.

The *equipment* cannot have been purchased second hand, at auction or from an online auction website and all items must be in good condition and in full working order when cover begins for that item.

If an item of *equipment* is a refurbished item, it must have been purchased directly from the manufacturer or network provider (not from an online outlet or high street retail provider), or have been obtained from The Replacement Service (TRS). Refurbished items cannot have been purchased outside the United Kingdom, Channel Islands or Isle of Man.

If the item of *equipment* is a mobile phone, it must be fitted with an active, functioning SIM card at the start date of this policy. It is also a requirement that *you* provide evidence of usage in the event of a claim. Please see the definition of evidence of usage on "Evidence Of Ownership" on page 3 of this Policy of Insurance.

Transferring Your Policy

This insurance cannot be transferred to anyone else.

Evidence Of Ownership

It is a condition of this insurance that *you* provide *evidence of ownership* for each item of *equipment* that *you* wish to insure. The *administrator* will not process a claim without this.

We recommend that *you* upload *evidence of ownership* as soon as possible as *your* claim may be delayed if *you* have not done this.

You can upload *evidence of ownership* to *your* online account at: www.covercloud.co.uk/mypolicy

Locations Where Cover Is Provided

Cover applies to items of *equipment* used in the United Kingdom, the Channel Islands and the Isle of Man and for up to 90 days abroad during any 12 month period. A replacement or repair can only be dealt with when the item has returned to the United Kingdom, the

Channel Islands or the Isle of Man and all repairs must be carried out by a repairer approved by us.

Policy Excess

The amount *you* must pay towards each and every claim is detailed in *your Policy Schedule*.

Transferring Your Policy

This insurance cannot be transferred to another company unless *you* inform *us* in writing and receive confirmation that the request is acceptable to *us*.

Adding, Replacing or Removing a Gadget

Please contact the *administrator* if *you* want to add, replace or remove an item of *equipment*.

What is covered

Policy Limits

- The most *we* will pay in the event of a claim is the replacement cost of an item of *equipment* (including VAT), up to the *maximum sum insured* shown in *your Policy Schedule*.
- The most *we* will pay for *accessories* (if *you* have this cover) is the *maximum sum insured* shown in *your Policy Schedule*.
- The most *we* will pay for unauthorised use (if *you* have this cover) is £1,000 for any one claim.

Accidental Damage

This cover only applies if *you* have purchased the Standard, Premier or Elite cover level (as shown in *your Policy Schedule*).

We will pay the cost of repair, up to the *maximum sum insured* shown in *your Policy Schedule*, if an item of *equipment* suffers *accidental damage*.

If an item of *equipment* cannot be repaired, *we* will provide a replacement item in accordance with the 'Replacement *Equipment*' section on "Replacement Equipment" on page 6 of this Policy of Insurance.

Where only a part or parts of an item have been damaged, *we* will only repair or replace that part or parts.

Theft

This cover only applies if *you* have purchased the Premier or Elite cover level (as shown in *your Policy Schedule*).

If an item of *equipment* is stolen, *we* will replace it in accordance with the 'Replacement *Equipment*' section on "Replacement Equipment" on page 6 of this Policy of Insurance.

Where only a part or parts of an item have been stolen, *we* will only replace that part or parts.

Accidental Loss

This cover only applies if *you* have purchased the Premier or Elite or cover level (as shown in *your Policy Schedule*).

If an item of *equipment* is accidentally lost, *we* will replace it in accordance with the 'Replacement *Equipment*' section on "Replacement Equipment" on page 6 of this Policy of Insurance.

Where only a part or parts of an item have been lost, *we* will only replace that part or parts.

Breakdown

This cover only applies if *you* have purchased the Standard, Premier or Elite cover level (as shown in *your Policy Schedule*).

We will pay the cost of repair if an item of *equipment* is damaged as a direct result of an electrical or mechanical breakdown which occurs outside of the manufacturer's guarantee period.

Unauthorised Use

This cover only applies if *you* have purchased the Premier or Elite cover level (as shown in *your Policy Schedule*).

If an item of *equipment* is stolen or accidentally lost, *we* will reimburse the cost of any calls, texts, downloads and data use made without *your* permission while the item is not barred by the network provider, subject to the unauthorised usage taking place within 24 hours of *your* discovery of the theft or *accidental loss*.

We will only provide this cover if *you* make a valid claim for theft or *accidental loss* under this policy.

Accessories

This cover only applies if *you* have purchased the Premier or Elite or cover level (as shown in *your Policy Schedule*).

We will replace any *accessories* that are accidentally lost, stolen or damaged at the same time as an item of *equipment*.

In addition to this, if *we* replace an item of *equipment* with a different make or model which means that the existing *accessories* are no longer compatible, *we* will replace the *accessories* which are no longer compatible.

The most *we* will pay for any claim for *accessories* is the *maximum sum insured* shown in *your Policy Schedule*.

What is not covered

Please read the general exclusions at the end of this section as well as the specific exclusions for each section of cover.

Accidental Damage and Breakdown

We will not pay any claim:

- which is covered under the warranty or guarantee provided by the manufacturer or retailer;
- caused by deliberate damage or the neglect of an item of *equipment*;
- which happens while an item of *equipment* is in possession of anyone other than *you* or an *authorised person*.
- caused by *you* not following the manufacturer's instructions;
- caused by routine servicing, inspection, maintenance or cleaning;

- caused by, or arising from, a manufacturing defect or recall;
- for the replacement of or adjustment to fittings, batteries or aerials;
- resulting from repairs carried out by a repairer not authorised by *us*;
- if the IMEI or serial number cannot be determined from an item of *equipment*, or if the IMEI or serial number has been tampered with in any way;
- resulting from wear and tear or the gradual deterioration of performance; or
- for the scratching, denting or marking of an item of *equipment* which affects the appearance of that item but does not affect its performance or functionality in any way.

Theft and Accidental Loss

We will not pay any claim:

- if an item of *equipment* is stolen from a motor vehicle (including a motorcycle) unless all windows and doors were closed and locked (where the vehicle has windows and doors), it was hidden out of sight and all security systems were activated;
- if an item of *equipment* is stolen from an unoccupied premises, unless there is evidence of *violent and forcible entry* to the premises;
- unless the incident is reported to the police within 48 hours of *your* discovery of the incident and *you* obtain a crime reference number or lost property reference from the police. In the case of a lost property reference, *you* can also obtain this from a reporting service which is accredited by the police;
- unless the loss or theft of a mobile phone is reported to the network provider within 24 hours of *your* discovery of the incident; or
- for the theft or *accidental loss* of a mobile phone unless it was fitted with an active, functioning SIM card (registered to *you*) at the time of the theft or *accidental loss* occurring.

Unauthorised Use

We will not pay any claim:

- unless it results from a theft or *accidental loss* claim which is covered by this insurance;
- with any costs incurred if the network provider fails to properly block *your* service; or
- where the theft or *accidental loss* has not been reported to *your* airtime provider within 24 hours of the theft or *accidental loss* occurring.

General Exclusions applicable to all types of cover

We will not provide cover for:

- Any claim if *your equipment* does not meet the eligibility requirements for this policy (as detailed in the "Important Information" section "Important Information" on page 2 of this Policy of Insurance.)
- Damage or theft as a result of *you* or an *authorised person* not taking care of an item of *equipment*

What do we mean by taking care of your gadget?

The person authorised to use an item of *equipment* must:

- Not knowingly leave an item of *equipment* anywhere it is likely to be lost, stolen or damaged.
- If they need to leave an item of *equipment* somewhere, lock it away out of sight if at all possible. If they cannot lock it away then they must leave it hidden out of sight in a safe place.

Reasons why your claim may not be paid

We will consider the individual circumstances when deciding whether or not an *authorised person* took care of *your equipment*, and whether or not a claim can be accepted.

We cannot list all reasons why a claim may not be paid. However, if an *authorised person* knowingly takes a risk with *your equipment*, we may not pay a claim. We have provided some examples below of where we would consider someone to have knowingly taken a risk with *your equipment*:

- In a cafe or pub, they leave *your equipment* on the table when they go to the counter, the bar or the toilet instead of taking it with them.
- They leave *your equipment* on a bench in the changing rooms at the gym rather than taking it with them or locking it in a locker.
- Any claim if *you* cannot provide *evidence of ownership* and, where applicable, *evidence of usage*.
- Any claim resulting from the failure of an item of *equipment* to correctly recognise or process any calendar date or time.
- Value added tax (VAT) if *you* are registered for VAT with HM Revenue and Customs.
- Any costs or expenses which are not directly associated with the incident which caused the claim. For example, the cost of replacing any data or software which was stored on an item of *equipment*.
- The cost of replacing any personalised ringtones or graphics or software or downloaded material.
- Reconnection costs or subscription fees of any kind.
- Any loss other than the cost of repairing or replacing an item of *equipment*.
- Any liability arising out of *your* use or ownership of an item of *equipment*, including any illness or injury resulting from it.
- *War* or acts of *terrorism*.
- An *authorised person* engaging in *active war*.
- *Nuclear risks*.
- Damage resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Making a Claim

Who to Contact

To make a claim, please log into *your* online account at: www.covercloud.co.uk/mypolicy and select 'Making a Claim'. This will provide *you* with step-by-step instructions on how to submit *your* claim and details of the information required.

If *you* require assistance *you* can contact customer services on 0345 812 0030. Lines are open from 9am to 5pm Monday to Friday. Calls may be recorded for training, compliance, claims and fraud prevention purposes.

Things You Must Do

You must comply with the following conditions. If *you* fail to do so and this affects the ability of the *administrator* to fully assess *your* claim or keep *our* losses to a minimum, *we* may not pay *your* claim or any payment could be reduced.

- All claims must be reported to the *administrator* as soon as possible but in any event, within 14 days of *you* becoming aware of an incident. *You* must complete a claim form (in full) and provide at *your* own expense, any information and assistance which the *administrator* requires to establish the amount of any payment under *your* insurance.
You must provide *evidence of ownership* of an item of *equipment* to support any claim, and any other receipts or documents that the *administrator* may request. If *you* cannot provide *evidence of ownership*, *your* claim will not be valid.
- All thefts must be reported to the police within 48 hours of *your* discovery of the incident. *You* must provide the *administrator* with a crime reference number.
- If an item of *equipment* is lost, *you* must obtain a lost property reference from the police or a lost property reporting service which is accredited by the police.
- *You* must report the loss or theft of a mobile phone to *your* network provider within 24 hours of the incident so they can block it and stop anyone else using it.
- If an item of *equipment* is damaged, *you* must provide the item for inspection and repair.
- If an item of *equipment* is found after the *administrator* has settled a claim for the theft of an item, *you* must inform the *administrator* and return the item if asked. *We* will pay the cost of returning the item.

Manufacturer's Warranty

If an item of *equipment* is damaged and is still within the manufacturer's warranty period, *you* should follow the warranty returns process specified by the manufacturer.

If any repairs authorised under this insurance invalidate the manufacturer's warranty, *we* will repair or replace the item of *equipment* in accordance with the terms of the manufacturer's warranty for the unexpired period of the manufacturer's warranty.

Other Insurance

If, at the time of a valid claim under this policy, there is another insurance policy in force which covers *you* for the same loss or expense, *we* may seek a recovery of some or all of *our* costs from the other insurer. *You* must give *us* any help or information *we* may need to assist *us* with *our* loss recoveries.

You may be asked to provide details of any other contract, guarantee, warranty or insurance which may apply to an item of *equipment*.

Fraudulent Claims or Misleading Information

We take a robust approach to fraud prevention in order to keep premium rates down so that *you* do not have to pay for other people's dishonesty. If any claim made by *you* or anyone acting on *your* behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, *we* may:

- not pay *your* claim; and
- recover (from *you*) any payments *we* have already made in respect of that claim; and
- terminate *your* insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If *your* insurance is terminated from the time of the fraudulent act, *we* will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

Replacement Equipment

We will attempt to replace *your equipment* with an identical new or fully refurbished item of the same age and condition, but it may not be the same colour.

In the unlikely event that this is not possible, the *administrator* will provide *you* with a new or fully refurbished item of a comparable specification or the equivalent value, taking account of the age and condition of the item immediately before *your* claim.

Cancellation of the Policy

Your Cancellation Rights

You can cancel *your* policy within 14 days of the policy start date or, if later, 14 days of the date *you* receive this Policy of Insurance. *We* will refund any premiums *you* have paid as long as *you* have not made a claim and do not intend to make a claim.

You can also cancel *your* policy at any other time and providing that no claim has been made, *you* will be entitled to a portion of *your* premium back for the unexpired *period of insurance*. This will be calculated on a pro-rata basis based on the number of months remaining until the expiry date, less an administration fee applied by the *administrator* of £15 of the annual premium.

Cancellations will not be backdated.

Please contact the *administrator* at admin@covercloud.co.uk if *you* wish to cancel *your* policy.

Our Cancellation Rights

We reserve the right to cancel this policy immediately if *you* commit fraud.

We may also cancel *your* policy if there is a change to the risk which means we can no longer provide *you* with insurance cover. If we cancel *your* policy for this reason, we will give 60 days notice, in writing, to the most recent address we have for *you*.

Your policy will end automatically if *you* do not pay any premium when it becomes due. If this happens, *you* will be contacted requesting payment within 14 days. If we do not receive payment within this period, *you* will be written to again notifying *you* that *your* policy will be cancelled.

How to Make a Complaint

Our aim is to provide *you* with a high quality service at all times, although we do appreciate that there may be instances where *you* feel it is necessary to lodge a complaint.

If *you* do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note that should *you* wish to direct *your* complaint directly to Lloyd's in the first instance, *you* may do so by using the contact information referenced in Step 2 below.

Step 1:

In the first instance, please direct *your* complaint to the *administrator*:

Acumen Insurance Services Limited,
St Clare House,
30 Minories,
London,
EC3N 1PE

Tel: 0345 812 0035
Email: admin@covercloud.co.uk

Step 2:

Should *you* remain dissatisfied with the outcome of *your* complaint, *you* may refer *your* complaint to Lloyd's without affecting *your* legal rights. Lloyd's contact information is:

Complaints at Lloyd's,
Fidentia House, Walter Burke Way,
Chatham Maritime, Kent
ME4 4RN

Tel: +44 (0)20 7327 5693
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint", which is available at the website address above. Alternatively, *you* may ask Lloyd's for a hard copy.

Step 3:

If *you* remain dissatisfied after Lloyd's has considered *your* complaint, *you* may have the right to refer *your* complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between

consumers and businesses providing financial services. The contact information is:

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

Tel: 0800 0234 567
(calls to this number are free on mobile phones and landlines).

Tel: 0300 1239 123
(calls to this number cost no more than calls to 01 and 02 numbers).

Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

If *you* live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman,
PO Box 114, Jersey, Channel Islands,
JE4 9QG

Jersey: +44 (0)1534 748610
Guernsey: +44 (0)1481 722218
International: +44 1534 748610
Facsimile: +44 1534 747629
Email: enquiries@ci-fo.org

Legal, Regulatory & Other Information

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation from the scheme if we are unable to meet *our* obligation to *you* under this contract. Further information can be obtained from:

Financial Services Compensation Scheme,
10th Floor,
Beaufort House,
15 St. Botolph Street,
London,
EC3A 7QU

Tel: 0800 678 1100 (Freephone)
or 020 7741 4100
Website: www.fscs.org.uk

Data Protection

Any information provided to *us* by *you* or regarding *you* will be processed by *us* in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims. This may necessitate providing the information to third parties.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Subject to the provisions of the Data Protection Act 1998, *you* are entitled to receive a copy of the information we hold about *you*. *You* may be charged a fee for this. Such requests should be made to:

The Data Protection Officer,
Canopus Managing Agents Limited,
Gallery 9,
One Lime Street,
London,
EC3M 7HA

Any information *you* give *us* may be used by *us* and also shared with other group companies.

For more information on the Data Protection Act *you* may also write to the Office of the Information Commissioner at:

Wycliffe House,
Water Lane,
Wilmslow,
Cheshire,
SK9 5AF

Tel: 0303 123 1113 or 01625 54 57 45
Email: casework@ico.org.uk

Rights of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

For *your* information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him/her to or if the contract confers a benefit upon him/her. However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see www.legislation.gov.uk or contact the Citizens Advice Bureau.

Law and Jurisdiction

Unless specifically agreed to the contrary, this policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

The Insurers

This insurance is underwritten by Lloyd's Syndicate 4444, which is managed by Canopus Managing Agents Limited. Registered Office:

Canopus Managing Agents Limited,
Gallery 9,
One Lime Street,
London,
EC3M 7HA

Registered in England no. 01514453.

Regulatory Details

Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847.

Acumen Insurance Services Limited is an Appointed Representative of Maintenance Assist Ltd who is Authorised and Regulated by the Financial Conduct Authority (FCA). Register number 516611.

Definitions

Whenever the following words or expressions appear in *italics* in this Policy of Insurance, they have the meaning given below.

12 month period

The *12 month period* beginning from the policy start date and each subsequent *12 month period* following each anniversary of the policy start date.

Accessories

Items which are used with *your equipment* including, but not limited to, headphones, battery chargers, memory cards, carry cases and hands-free kits.

Accidental damage

The unintentional and unforeseen breakage or destruction of an item of *equipment* which results in the item being unusable. This includes liquid damage and cracked screens.

Accidental loss

If an item of *equipment* has been accidentally left in a location by an *authorised person* and is permanently deprived of its use.

Active war

The active participation of an *authorised person* in a *war* where they are deemed under English Law to be under instruction from, or employed by, the armed forces of any country.

Administrator

Acumen Insurance Services Limited, an appointed representative of Maintenance Assist Ltd.

Acumen Insurance Services Limited is also a member of the same group as Crispin Speers & Partners Ltd, St. Clare House, 30-33 Minories, London EC3N 1PE, which is a Coverholder at Lloyd's.

CoverCloud Insurance is a trading style of Acumen Insurance Services Limited.

Authorised person

A person who has *your* permission to be in possession of an item of *equipment*.

Evidence of ownership

An original purchase receipt which includes the details of an item of *equipment* or a similar document which provides proof that *you* own

the *equipment*. The *equipment* cannot have been purchased second hand, at auction or from an online auction website.

Equipment

The items insured by *your* insurance policy which meet the eligibility criteria stated on "Eligibility For Cover" on page 3 of this Policy of Insurance and are specified in *your Policy Schedule*. We will only cover the following items: E-Readers, digital cameras, games consoles, MP3/MP4 players, mobile phones, smart watches, satellite navigation devices, tablets and video cameras.

Maximum sum insured

The maximum we will pay in the event of a claim for an item of *equipment*, as stated in *your Policy Schedule*.

Nuclear risks

Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Period of insurance

The period for which this insurance is valid, as stated in *your Policy Schedule*.

Policy Schedule

The document which names *you* as the policyholder and sets out what is covered by this policy. It will confirm the *period of insurance*, the items of *equipment* insured by this policy and the *maximum sum insured*. *Your Policy Schedule* will be replaced whenever *you* make any changes to the policy.

Terrorism

An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Violent and forcible entry

The unlawful entry to a property which is gained by violent means. For example, by forcing open a door or breaking a window to gain access.

War

Means:

- a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- b) Any act of *terrorism*, or
- c) Any act of *war* or *terrorism* involving the use of, or release of, a threat to use any nuclear weapon or device or chemical or biological agent.

We, us, our

Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited.

You, your

The business specified in the *Policy Schedule* who owns the insured *equipment*, applied for this insurance and has paid the appropriate premium.