

Education Technology Insurance Policy Wording

This covers the main technology device only,
not any peripherals or accessories you
may have purchased at the same time.



Great American International Insurance DAC and XL Insurance SE agree to cover You in accordance with and subject to the terms, exclusions and conditions set out below.

THE UNDERWRITER

This policy is underwritten by Great American International Insurance DAC and XL Insurance SE (also referred to as we, our and us).

Great American International Insurance DAC are authorised and regulated by the Central Bank of Ireland and registered in Ireland at Station House, Dublin Road, Malahide, Co Dublin, Ireland. Company Registration Number 380145.

In respect of business in the United Kingdom, they are regulated by the Financial Conduct Authority (number 402274) for conduct of business rules.

XL Insurance Company SE is regulated by the Financial Conduct Authority (No. 202695) and whose registered office is at 20 Gracechurch Street, London, EC3V 0BG

This policy is administered by Burnett & Associates Ltd, 3000 Lakeside, North Harbour, Western Road, Portsmouth, Hampshire, PO6 3EN. Registered in England No. 1472537 and is authorised and regulated by the Financial Conduct Authority.

UNDERSTANDING YOUR POLICY

Please read this policy 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 policy becoming void. Please ensure **You** keep it in a safe place so **You** can read it again if **You** need to.

THE POLICY

We will provide the insurance as stated in this policy. **Your Application**, which includes the signed or online declaration and the undertaking to pay the premium, is the basis of the contract and forms part of the policy.

This policy will only become effective when **We** have accepted **Your Application** and **We** have received either the premium payment in full, or where **We** have agreed during **Your Application You** may pay by instalments.

If **We** have agreed that **You** may pay by instalments, the schedule of instalments is shown on the **Payment Schedule**.

The policy contains details of the insurance cover **You** have bought, what is excluded from the cover and the conditions of this insurance. This policy is evidence of a contract of insurance.

The policy should be read in conjunction with the Certificate of Insurance.

THE CERTIFICATE OF INSURANCE

This must be kept with the policy, and contains **Your** details, details of the **Equipment** and the **Period of Insurance**.

Please check that the information contained in the Certificate of Insurance is correct and that it meets **Your** requirements. If it does not, please contact **Burnetts**.

This policy is not transferable.

THE LAW APPLICABLE TO THIS POLICY

This policy shall be governed and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute. All communication of and in connection with Your policy shall be in the English language

LEGAL RIGHTS

This insurance is in addition to **Your** legal rights and is not to be substituted for the suppliers liability if the **Equipment** 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, Liquid Damage, Fire Damage, Flood Damage, Malicious Damage, Misappropriation** or **Theft** to the **Equipment**, any other insurance covers the same, **We** shall not be liable to pay or contribute more than **Our** proportions of the **Single Claim Limit**.

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 as per the **Payment Schedule** agreed with **You** during **Your Application**.

PAYMENT BY INSTALMENTS

In certain circumstances **We** may allow **You** to pay for the cost of this insurance by instalments. Instalments can be paid over the **Period of Insurance** subject to the following:

1. Instalments must be paid in advance and in accordance with the agreed **Payment Schedule**; and
2. Instalments shall not be accepted in arrears; and
3. Any additional charge for paying by instalments shall be paid in advance; and
4. **We** reserve the right not to offer **You** the option to pay by instalments; and
5. **We** reserve the right to payment of the insurance premium in full at any time during the **Period of Insurance**; and
6. **We** have the right to amend the instalments payable by **You** in the event that the **Insurance Premium Tax** rate increases or decreases during the **Period of Insurance**.

DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout the insurance and will appear with a capital letter and in bold.

Accidental Damage	Means any damage caused by a single external event which is sudden and unexpected and which is neither avoidable nor deliberate and makes the Equipment unusable for its intended purpose.
Application	Means any signed, written or online application and declaration together with any additional information You may have supplied to Us in support of Your request for insurance.
Authorised User	Means any Student , teacher or employee who is registered with You at the time of the Accidental Damage, Liquid Damage, Fire Damage, Flood Damage, Malicious Damage or Theft .
Burnetts	Means Burnett and Associates Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, Hampshire, PO6 3EN. Customer Services telephone number: 0333 999 7901 (local rate call). Email address: admin@burnett.co.uk.
Claims Office	Means Burnett & Associates Limited, Claims Department, 3000 Lakeside, North Harbour, Western Road, Portsmouth, Hampshire, PO6 3EN. Claims telephone number: 0333 999 7901 (local rate call). Email address: claims@burnett.co.uk.
Component(s)	Means any mechanical, electrical or electronic part, which forms part of the Equipment's original specification.
Computer Virus	Means a self-replicating program that spreads by inserting copies of itself into other executable code or documents, which is loaded onto Your Equipment without Your knowledge and runs against Your wishes.
Cosmetic Damage	Means any damage that does not require any mechanical or operational repairs and that does not prevent the Equipment from being used for its intended purpose.
Desktop	Means a computer that is not portable and is operated whilst connected to a mains power supply.
Equipment	Means a Tablet, Laptop, Hybrid or Desktop including accessories supplied to You and as stated on the Certificate of Insurance or Equipment Schedule as covered by Your policy.
Excess	Means the sum that must be paid by You before We will pay Your claim and as stated on the Certificate of Insurance.
Fire Damage	Means any permanent or irrecoverable damage caused to the Equipment by an ignition of flammable materials, which was accidental and unforeseen and makes the Equipment unusable.
Flood Damage	Means any permanent or irrecoverable damage to the Equipment which stops the Equipment functioning as it was designed to, caused by the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes).
Forced and Violent Entry Or Exit	Means a criminal act that has caused physical damage to property through both the forcible and violent actions of a third party.

DEFINITIONS (CONTINUED)

Geographical Limits	Means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. Worldwide cover, excluding Cuba and Iran is also provided for up to 90 days in total in any one 12 month period during the Period of Insurance .
Hybrid	Means a portable device that incorporates detachable or removable screen or keyboard.
Insurance Premium Tax	Means the tax levied in insurance premiums at the rate set by HMRC.
Laptop	Means a portable computer having a screen that closes over the keyboard like a lid, including Hybrid devices with a touch screen.
Lease Company	Means the legal owner of the Equipment , but who has conveyed all benefits, costs and risks associated with the ownership of the Equipment to You for a fixed period as stated in the lease agreement.
Liquid Damage	Means any damage caused by a sudden and unforeseen ingress of fluid.
Malicious Damage	Means any damage to the Equipment deliberately caused by a third party or an Authorised User without Your knowledge.
Misappropriation	Means the dishonest removal of the Equipment by an Authorised User from You when You have been unable to recover the Equipment .
Payment Schedule	Means the advanced premium payment frequency agreed by Us with You during Your Application .
Period of Insurance	Means the start and end dates shown on the Certificate of Insurance.
Protective Case	Means the case that the Equipment must be kept in.
Repairer	Means the full-time business providing Equipment repair services authorised by Us .
Repair Cost	Means the cost of both repair materials and labour necessitated in rectifying Accidental Damage , Liquid Damage , Fire Damage , Flood Damage , or Malicious Damage .
Replacement Cost	Means the cost of, or cash settlement of, replacement Equipment or Components that are of the same or similar make and quality as the Equipment or Component that had suffered Accidental Damage , Liquid Damage , Fire Damage , Flood Damage , Malicious Damage or Theft .
Serial Numbers	Means the unique code assigned for the identification of a single unit of Equipment .
Single Claim Limit	Means the maximum amount that can be claimed for any one claim arising from a single incident during the Period of Insurance and that does not exceed the Replacement Cost of Equipment and in any case does not exceed £10,000.00.
Student	Means any person residing in the United Kingdom, enrolled with You for the purposes of education.
Supplier	Means the full-time business providing Equipment replacement services authorised by Us .
Tablet	Means a touch screen device which is not supplied with a physical keyboard.

DEFINITIONS (CONTINUED)

Theft	Means the dishonest removal of the Equipment from an Authorised User's possession by a third party using actual or threatened force.
VAT	Means Value Added Tax at the rate set by HMRC.
We/Us/Our	Means Great American International Insurance DAC. Registered in Ireland 380145 Registered Office: Station House, Dublin Road, Malahide, Republic of Ireland and XL Insurance SE registered in England number 202695, Registered Office: 20 Gracechurch Street, EC3V 0BG
You/Your	Means the educational establishment as named in the Certificate of Insurance.

WHAT IS COVERED

Accidental Damage, Liquid Damage, Fire Damage, Flood Damage or Malicious Damage

If the **Equipment** suffers **Accidental Damage, Liquid Damage, Fire Damage, Flood Damage or Malicious Damage**, during the **Period of Insurance** **We** will cover **You** for either:

1. The **Repair Cost** of the **Equipment**; or
2. At **Our** choice, the **Replacement Cost** of **Equipment**.

Where the **Equipment** can be repaired, **We** will also cover **You** for the postage or courier costs incurred by sending the **Equipment** to the **Repairer** and returning the repaired **Equipment** to **You**.

When the **Equipment** is replaced, **We** will also cover **You** for the postage or courier costs incurred by sending the **Equipment** to **Us** and for the **Supplier** sending the replacement **Equipment** to **You**.

Where the **Protective Case** has been specified as insured on the Certificate of Insurance or the Equipment Schedule **We** will cover **You** for the **Replacement Cost** of the **Protective Case**.

You are insured up to the **Single Claim Limit**.

This is subject to the conditions and exclusions set out in this policy wording.

Theft

If the **Equipment** suffers **Theft** during the **Period of Insurance** and within the **Geographical Limits**, **We** will cover **You** for:

1. The **Replacement Cost** of **Equipment**.

We will also cover **You** for the postage or courier costs incurred by the **Supplier** sending the replacement **Equipment** to **You**.

You are insured up to the **Single Claim Limit**.

This is subject to the conditions and exclusions set out in this policy wording.

Misappropriation

If the **Equipment** suffers **Misappropriation** during the **Period of Insurance** and within the **Geographical Limits**, **We** will cover **You** for:

1. The **Replacement Cost** of **Equipment**; or
2. If the **Equipment** is leased, the lease settlement figure as supplied by the **Lease Company**.

You are insured up to the **Single Claim Limit**.

This is subject to the conditions and exclusions set out in this policy wording.

OUR LIMIT OF LIABILITY

Our limit of liability under this policy shall be a maximum of two successful claims in any twelve month period or three successful claims in a **Period of Insurance** per **Authorised User**. The twelve month period, is considered to be from the date of the incident in the first successful claim that is submitted to **Us**.

WHAT IS NOT COVERED

Specific exclusions applying to Accidental Damage, Liquid Damage and Malicious Damage cover

We shall not be liable in respect of:

1. Any **Accidental Damage, Liquid Damage and Malicious Damage to Your Equipment** if the **Equipment** cannot be provided to **Us** for repair or inspection.
2. **Accidental Damage, Liquid Damage and Malicious Damage to Your Equipment** that is not suitably stored or packed whilst in transit or being carried. Suitably stored or packed can include, but is not limited to, keeping **Your Equipment** in a **Protective Case** and ensuring it is not packed or stored loosely in a vehicle or overhead locker.
3. **Accidental Damage to Your Tablet** not in a **Protective Case**;
4. **Accidental Damage to Your Laptop** not in a **Protective Case** when not in use;
5. **Accidental Damage, Liquid Damage or Malicious Damage to Your Equipment** whilst on hire or loan to anyone who is not an **Authorised User** unless agreed in writing, in advance by **Us**;
6. Wear and tear, gradual deterioration or rust;
7. Gradually developing defects, cracks, flaws or fractures;
8. **Cosmetic Damage**;
9. Scratching or chipping of painted or polished surfaces;
10. **Accidental Damage or Liquid Damage to Your Equipment** through the deliberate or wilful act of an **Authorised User** that they inflict on **Equipment** allocated to them;
11. **Accidental Damage, Liquid Damage** caused by use of the **Equipment** by any **Authorised User** for anything other than its intended purpose.
12. **Accidental Damage or Liquid Damage** where the device has been left on the floor unattended.
13. **Accidental Damage, Liquid Damage or Malicious Damage** to any **Equipment** left on any motor vehicle.

Specific exclusions applying to Theft cover

We shall not be liable in respect of:

1. **Theft** from any motor vehicle between 22.00 hours and 06.00 hours.
2. **Theft of Your Equipment** from an unattended vehicle unless the vehicle is locked and the **Equipment** is completely hidden from view within a glove compartment or boot;
3. **Theft** as a result of the **Equipment** being left on top of a motor vehicle;
4. **Theft of Your Equipment** from any vehicle, or property unless the **Theft** has occurred through **Forced and Violent Entry or Exit**. A copy of the repairer's account for, or photographs of, the damage caused must be submitted by **You** with any claim made;
5. **Theft** of any **Equipment** left unattended in a classroom or any public place unless the **Theft** has occurred through **Forced and Violent Entry or Exit**. A copy of the repairer's account for, or photographs of, the damage caused must be submitted by **You** with any claim made;
6. **Theft of Your Equipment** whilst on hire or loan to any person who is not an **Authorised User** unless agreed in writing, in advance, by **Us**;
7. Any **Theft** where the circumstances of the **Theft** cannot be clearly identified i.e. where you are not able to confirm the time and place of the **Theft**;

WHAT IS NOT COVERED (CONTINUED)

General exclusions applying to all sections of this policy

We shall not be liable in respect of:

1. Lost or misplaced **Equipment**.
2. Any claim where you cannot provide the **Serial Number**.
3. **Equipment** for which the **Serial Number** has not been provided to **Us** at inception.
4. Any **Equipment** or accessory not included on the Certificate of Insurance or Equipment Schedule.
5. Any **Excess** that was required by **Us** and agreed with **You** during **Your Application** and as stated on the Certificate of Insurance.
6. **VAT** applied to the **Repair Cost** or **Replacement Cost** where **You** are **VAT** registered.
7. **Equipment** not owned by **You** or not **Your** responsibility under a finance or hire agreement with a **Lease Company**.
8. Loss of use of the **Equipment** or any additional costs incurred by **You** above the actual **Repair Cost** or **Replacement Cost**.
9. **Accidental Damage, Liquid Damage, Fire Damage, Flood Damage, Malicious Damage, Misappropriation or Theft** occurring outside of the **Geographical Limits**.
10. Reduced performance or efficiency of the **Equipment**.
11. Any costs incurred either by or in the process of installing the **Equipment** or in subsequently relocating it.
12. Any associated charges levied by any provider to **You**.
13. Repairs and maintenance carried out by anyone other than the **Repairer** unless agreed in advance in writing with **Us**.
14. Any replacement carried out by anyone other than the **Supplier** unless agreed in advance in writing with **Us**.
15. Any costs relating to software defects or date changes.
16. 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, Liquid Damage, Fire Damage, Flood Damage, Malicious Damage, Misappropriation or Theft**.
17. A third or subsequent claim during any twelve month period from the same **Authorised User**.
18. A fourth or subsequent claim in any **Period of Insurance** from the same **Authorised User**.
19. Any negligence, abuse or misuse in respect of the **Equipment** including but not limited to:
 - a. Handling and/or use of the **Equipment** that is not in accordance with the manufacturer's published instructions; or
 - b. Intentional act or wilful neglect by **You**; or
 - c. Intentional or reckless overloading of, or the imposition of any abnormal condition on, the **Equipment**; or
 - d. The use of accessories or equipment not approved by the manufacturer or incorrect connections of leads or application of incorrect electrical supply; or
 - e. Faulty software or programming or electrical power surge or fluctuation.
20. The cost of maintenance, overhaul or modification or damage resulting from maintenance, overhaul or modification.
21. **Accidental Damage, Liquid Damage, Fire Damage, Flood Damage, Malicious Damage, Misappropriation or Theft** directly or indirectly caused by or contributed to by or arising from:
 - a. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
 - b. Ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - c. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
22. Loss of or damage to data carrying material.
23. Loss of, or damage, destruction, distortion, erasure, corruption or alteration of electronic data from any **Computer Virus**.
24. The value to **You** of data stored on the **Equipment**.

POLICY CONDITIONS

Specific conditions applying to Theft and Misappropriation cover

1. **You** must, as soon as is practicable, and in any case within 24 hours of discovering the **Theft** or **Misappropriation**, report the occurrence to the Police or other relevant authority and obtain an incident report number or crime reference number.

General conditions applying to ALL sections of this policy

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

1. The **Serial Numbers** for the **Equipment** must be provided to **Burnetts** within thirty days of this policy start date.
2. The cost of any repair shall be on the basis agreed between the **Repairer** and **Us**.
3. The cost of replacement **Equipment** shall be on the basis agreed between the **Supplier** and **Us**.
4. If **We** have agreed with **You** during **Your Application** that **You** will arrange the repairs for **Your Equipment** **We** do not accept responsibility for faults in workmanship or materials, or any additional costs incurred in repairs paid for by **Us** on **Your** behalf.
6. **You** must notify any claim to the **Claims Office** or submit a completed claim form to the **Claims Office** as soon as reasonably possible and in any event within thirty (30) term time days of the incident date.
7. **You** must provide, at **Your** expense, all details that **We** may require concerning the cause and amount of the **Accidental Damage, Liquid Damage, Fire Damage, Flood Damage, Malicious Damage, Misappropriation or Theft**.
8. The **Equipment** must not be operated after any **Accidental Damage, Liquid Damage, Fire Damage, Flood Damage, or Malicious Damage** if this could cause further damage to **Equipment**.
9. **You** must not act in a fraudulent manner. If **You**, or anyone acting for **You**:
 - a. Make a claim under the policy knowing the claim to be false, or fraudulently exaggerated, in any respect; or
 - b. Make a statement in support of a claim, knowing the statement to be false in any respect; or
 - c. Submit a document in support of a claim, knowing the document to be forged or false in any respect; or
 - d. Make a claim in respect of any loss or damage caused by **Your** willful act, or with **Your** connivance.

Then **We**:

- a. Will not pay the claim;
 - b. Will not pay any other claim which has been made or will be made under the policy;
 - c. Will declare the policy void;
 - d. Will be entitled to recover from **You** the amount of any claim already paid under the policy;
 - e. Will not make any return of premium;
 - f. Will inform the Police of the circumstances.
10. This policy has been issued based upon information, which **You** have given to **Us** about **You**, and **Your Equipment**. **You** have a duty to tell **Us** immediately of any changes to this information, in particular any change of address. Failure to do so may invalidate **Your** cover under this policy. **We** will then advise **You** of any changes in terms.
 11. If, at the time a claim arises or is made, any other insurance exists for the benefit of the same cover as this policy **We** will only be obliged to pay its rateable proportion of the sum due under this Policy. In such circumstances, **You** or the other insurers must pay **Us** the sum payable under the other insurance(s) prior to the repair or replacement of the **Equipment** under this Policy or, at the **Our** option, **You**/other insurers and **Us** may pay their respective contributions direct to the **Repairer** or **Supplier** nominated by **Us**.

CANCELLATION

You may cancel the policy at any time by giving 30 days notice in writing to **Burnetts** by recorded delivery.

If **You** cancel within the first 14 days of receipt of the policy documentation, providing there has been no claim or incident likely to give rise to a claim, **We** will refund any premium paid.

If **You** cancel this policy after 14 days of receipt of the policy documentation If there has been no claim (or claim pending) during the current Period of Insurance, **We** will calculate the pro-rata premium for the period **You** have been insured and refund any balance.

We may also cancel this policy by sending 30 days notice by recorded delivery to **You** at **Your** last known address. If there has been no claim (or claim pending) during the current Period of Insurance, **We** will calculate the pro-rata premium for the period **You** have been insured and refund any balance. If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance** no premium refund will be given.

CLAIMS CONDITIONS AND HOW TO MAKE A CLAIM

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

If **Accidental Damage, Liquid Damage, Fire Damage, Flood Damage, Malicious Damage, Misappropriation** or **Theft** occurs please help the **Claims Office** by reporting **Your** claim according to the following procedure. All claims **MUST** be made as soon as reasonably possible and in any event within thirty (30) term time days;

Prevent further damage

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

Contact the Claims Office

You are responsible for ensuring that **You** contact the **Claims Office** within thirty (30) term time days to register **Your** claim.

You can contact the **Claims Office** by:

- a. Using the unique online claims URL provided to **You**; or
- b. The claim notification telephone number is: 0333 999 7901 (local rate call)
- c. **You** can email the **Claims Office** at claims@burnett.co.uk

Prior to **Us** authorising **Your** claim, **You** must have completed the claims notification process and provided any other information or documentation required by **Us** in support of **Your** claim.

If the claim is covered by the policy, **We** will:

- a. Give authorisation to the **Repairer** to carry out the repair up to the **Repair Cost**; or
- b. Give authorisation to the **Supplier** to carry out the replacement up to the **Replacement Cost**.

All claims are subject to the **Single Claim Limit**.

You must not send any **Equipment** back to the **Repairer** without an authorisation number from **Us**.

CLAIMS CONDITIONS AND HOW TO MAKE A CLAIM (CONTINUED)

Should **You** decide to give permission to a repairer to commence work **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 policy to agree cover, inspect the **Equipment** and manage costs prior to its repair.

Should **You** decide to give permission to a supplier to carry out a replacement work **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 policy to manage costs prior to its replacement.

Use of an Engineer

If **We** have agreed with **You** during **Your Application** that **You** may nominate **Your** own repairer , following receipt of the estimate, the **Claims Office** reserves the right to:

- a. Instruct an independent Engineer to inspect **Your Equipment** before authorising any claim; or
- b. 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 either of these rights 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.

Damaged Equipment

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

If **Your Equipment** is managed using Mobile Device Management software **You** must:

- a. Remove any passcode; and
- b. Remove the **Equipment** from any Mobile Device Management software that **You** have used; or
- c. Arrange for the **Equipment** to be removed from any Mobile Device Management software that a Third Party has provided **You**.

If **We** are unable to gain access to **Equipment** **We** reserve the right to ask **You** to remove any Mobile Device Management software as soon as is reasonably possible and may refuse to deal with **Your** claim, or reduce the amount of the claims payment.

Repair Faults

If **You** are aware, or believe, that the repair carried out by the **Repairer** is not satisfactory **You** must advise the **Claims Office** as soon as is reasonably possible and **We** will provide **You** with an authorisation number,

You must not send any faulty **Equipment** back to the **Repairer** without an authorisation number from **Us**. If **You** do **We** reserve the right to return the **Equipment** to **You** at **Your** cost and **We** will not accept responsibility for any further delays.

COMPLAINTS PROCEDURE

Our aim is to provide the highest level of service to **You** at all times in dealing with all aspects of **Your** insurance. **We** do, however, realise that things can go wrong occasionally. If **You** feel **We** have not achieved **Our** aim, please inform **Us**. **Your** feedback enables **Us** to monitor and improve the service **We** provide.

In the first instance, please contact the **Burnetts** Claims Manager or Customer Services Manager either:

- by telephone on 0333 999 7901
- by fax on 0333 999 7904
- by email to claims@burnett.co.uk

If **You** prefer **You** can write to them at:

Burnett and Associates Limited

Please ensure that **You** quote **Your** policy number in all correspondence and enclose any evidence or documentation that **You** wish to be considered in reviewing **Your** complaint. **Burnetts** will do their best to resolve **Your** complaint quickly and with the least inconvenience to **You**, and within the following timescales:

- They will acknowledge **Your** complaint within 2 working days of receipt.
- They will aim to resolve **Your** complaint within 5 working days.
- If further investigation is required, they will aim to resolve **Your** complaint within four weeks of receipt.
- If the **Burnetts** is unable to resolve **Your** complaint within these timescales they will write to **You** to let **You** know why they have not been able to do so.

If **You** feel that **You** have not received a satisfactory response, or **Your** complaint has not been resolved within eight weeks of **Our** receiving it, **You** may refer **Your** case to the Financial Ombudsman Service (the FOS), set up by the Financial Conduct Authority to review unresolved Complaints.

The FOS can be reached at:

- The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
- By Telephone: 0207 964 1000 (Switchboard) or;
- 00 44 207 964 1000 (for calls outside of the UK) or;
- By E-mail: complaint.info@financial-ombudsman.org.uk

FINANCIAL SERVICES COMPENSATION SCHEME

You may be entitled to compensation from the Financial Services Compensation Scheme for **Your** insurance benefits if **We** become insolvent or are unable to meet **Our** obligations to **You** under this contract. Further information can be obtained from the Financial Services Compensation Scheme by writing to 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU or by phone on 0800 678 1100 or 020 7741 4100 or from their website at www.fscs.org.uk. The level of compensation may depend on the circumstances of the claim.

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.

DATA PROTECTION

We process the personal data of policyholders and insureds on the basis of legitimate interest whereby the processing of the personal data is necessary for the performance of a contract of insurance and/or for assisting in the underwriting of a potential risk. This Privacy Notice describes our data protection practices and data subjects' rights in respect of personal data.

Depending upon the kind of insurance cover we are being asked to provide and the kind of claim we are being asked to pay we will seek different kinds of information. For example Information about people and property for which we provide insurance cover is sought by us before cover is provided.

In order to provide insurance cover (an insurance policy) or to pay a claim we generally need information about:

- a) The person and / or property that we are being asked to insure
- b) Property, for which repair or replacement costs are being sought under our insurance policy
- c) Medical and/or relevant conviction information where necessary to assess the risk

Who we share information with

We may share the personal data of policyholders and insureds with other entities within our respective groups. Various entities are located outside the European Economic Area (for example, the United States of America). We have the standard provisions on data protection as drawn up by the European Commission included in agreements in force to ensure adequate safeguarding of information.

We also shares data with Third Parties. Third parties to whom we disclose your Personal Information are required by law and contractual undertakings to keep your Personal Information confidential and secure, and to use and disclose it for purposes that a reasonable person would consider appropriate in the circumstances, in compliance with all applicable legislation. The purposes for which we may disclose your Personal Information to third parties are as follows:

- a) With our appointed agents, sub agents and intermediaries for insurance administration and claims validation purposes
- b) With loss adjusters for claims investigation purposes
- c) With our reinsurance providers
- d) With agents authorised by you to act on your behalf
- e) With regulatory bodies

How long will we hold your information?

The personal data of insureds / policyholders are kept no longer than is necessary for the performance of a contract or required by law.

Security of Personal data

We take appropriate technical and organisational measures to protect the personal data of policyholders and insureds against loss or against any form of unlawful processing.

What are your rights with respect to your Data?

You have a number of rights relating to your information. You have the right to:

- **Request access** to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- **Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected.

- **Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where you believe there is no good reason for us continuing to process it.
- **Object to processing** you can object to any processing of your personal data, however it is important to note that this may result in us being unable to provide coverage.
- **Request restriction** of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- **Request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format.
- **Request details of transfers outside of the EEA** of your personal data. You can ask to obtain a copy of, or reference to, the safeguards under which your personal data is transferred outside of the European Economic Area.

You will not have to pay a fee to access your personal data (or to exercise any of the other data protection rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. We may also need to request specific information from you to help us confirm your identity and ensure your right to access your personal data. This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We try to respond to all requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

Contact and Complaints

How to access your information and make a correction:

You have the right to request a copy of the personal information that we hold about you. To do this simply write to us at the address below or contact us by email. We will take all reasonable steps to confirm your identity before providing you with details of any personal information we may hold about you. We want to make sure that your personal information is accurate and up to date. As such, you may ask us to correct or remove information you think is inaccurate. You can contact our Data Protection Officer at the following:

In writing: Burnett & Associates Ltd, 3000, Lakeside, North Harbour, Western Road, Portsmouth, Hampshire, PO6 3EN

If you wish to make a complaint about the use of your personal information, please contact our Data Protection Officer using the details above. If you remain dissatisfied, you may raise your concerns directly with the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>