

**INSURANCE 2 GO  
CERTIFICATE OF COMPUTER INSURANCE**

THIS IS TO CERTIFY THAT in accordance with the authorisation granted under Contract CAL002 to the 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 in London by



**Mr P Kelsey**  
Director 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.

#### 1. THE INSURANCE

Subject to the Conditions, Exclusions and Claims Procedures and other terms of this insurance, **we** agree that in the event that your **Computer** is stolen or suffers **accidental damage** within the **territorial limits** during the **period of insurance** we shall **indemnify you** for either the cost of parts and labour to repair or replace the **computer** with a **computer** of the equivalent general, specification. The **limit of liability** of the **Insurer** in respect of any one claim will be the replacement cost of the **computer** and in any case will not exceed the original purchase price of the **computer** including VAT. Additionally **you** are covered for the cost of replacement accessories including but not limited to battery chargers and carry cases up to the maximum limit of £150 including VAT, but only where such accessories are stolen or damaged at the same time as the **computer**.

#### 2. DEFINITIONS

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

- a) **Accidental damage** means any damage, including fire and liquid damage, caused to the **computer** which was not deliberately caused by **you** or bound to happen.
- b) **Administrator** means Citymain Administrators Ltd, P.O. Box 116, Ryde PO33 2WX Telephone number: 0844 576 2277
- c) **Breakdown** means the actual breaking or burning out of any part of **your computer** whilst in ordinary use arising from internal electronic, electrical or mechanical defects in the **computer** causing sudden stoppage of the function thereof and necessitating immediate repair before it can resume normal operation.
- d) **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.
- e) **Computer** means a laptop which is a portable lightweight personal computer or a fixed desktop computer, ancillary computer hardware and standard software supplied to **you** as evidenced by the original proof of purchase and is as stated on the certificate schedule. The computer must be no more than 6 months old at the time of purchasing the insurance, with the exception of those choosing to renew their policy.
- f) **Computer virus** means 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.
- g) **Territorial limits** means the United Kingdom and worldwide for a maximum of 30 days in any one year.
- h) **Immediate family** means **your** spouse or partner, children, brothers, sisters or parents (all over the age of 18) who permanently reside at **your** address.
- i) **Indemnity/indemnified** 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 **theft** or **accidental damage**, **you** may be required to pay a contribution towards the cost, or **we** may at **our** option use reconditioned **components**.
- j) **Insurer** means the insurance which is underwritten 100% by certain Lloyd's syndicates managed by Jubilee Managing Agency Limited, Registered in England number 04434499, Registered Office: Jubilee Managing Agency Limited, Sidcup House, 12-18 Station Road, Sidcup Kent DA15 7EX. Jubilee Managing Agency Limited is authorised and regulated by the Financial Services Authority and is entered on their register under number 226696.
- k) **Limit of Liability** means the maximum liability for any claim which shall not exceed the maximum replacement value of **Your Computer** at the time of replacement and in any case will not exceed the original purchase price of the **computer** inclusive of VAT
- l) **Period of insurance** means the policy **You** have purchased on either an annual or monthly basis as specified below and as confirmed within **Your** Certificate Schedule.  
ANNUAL: The Insurance commences at the time of purchase or renewal for a period of twelve months only, upon receipt of **Your** premium. The annual premium will be collected by the **Administrator** by Credit/Debit Card via Worldpay  
MONTHLY: The Insurance commences at the time of purchase by periods of one month upon receipt of **Your** monthly premium. The monthly premium will be collected by the **Administrators** by Direct Debit.
- m) **Repairer** means any full-time business providing a computer repair service authorised by **us**.
- n) **Repair cost** means the cost of both repair materials and labour (including VAT where appropriate) necessitated in rectifying the **accidental damage**.
- o) **Replacement cost** means the cost of a replacement **computer** or **components** of similar make and quality as the **component** that had suffered **theft** or **accidental damage** including the labour cost of fitting the new **component**, in line with part manufacturer list prices.
- p) **Theft** means the dishonest removal of the **computer** from **your** possession by a third party.
- q) **Unattended** means not within **your** sight at all times and out of **your** arms-length reach.
- r) **Wear and tear** means the gradual deterioration associated with normal use and age of the **computer** and its **components**.
- s) **You/your/yourself** means the certificate holder as named in the certificate schedule, or a member of **your immediate family**

#### 3. EXCLUSIONS

This Certificate does not cover:

- a) **Damage** to the **computer** that is not suitably stored or packed whilst in transit.
- b) Damage to the **computer** whilst on hire or loan to any third party other than **immediate family**.
- c) Malicious damage unless caused by a third party unknown to **you** or **wear and tear**.
- d) Repair or replacement of Bluetooth, wireless modem, LAN or other connectivity devices not supplied as part of the **computer**.

Specific exclusions applying to **theft** cover, **we** shall not be liable in respect of:

- e) **theft** of the **computer** whilst kept in an unattended motor vehicle unless the vehicle is locked, the **computer** is placed out of sight and all protections put into operation so that forced entry into the vehicle is required. A copy of the **repairers** account for such damage to the vehicle must be submitted with any claim made.
- f) **theft** of the **computer** from any motor vehicle between 22.00 hours and 06.00 hours.
- g) **theft** of the **computer** left on any motor vehicle.
- h) **theft** of the **computer** from any unoccupied premises unless such **theft** has occurred through forced and violent entry or exit. A copy of the **repairers** account for such damage to the premises must be submitted with any claim made.
- i) **theft** of the **computer** when it has been left **unattended** other than when it is left in a locked premises or vehicle as provided for under this clause.
- j) **theft** of the **computer** whilst on/in any form of public conveyance or public place save where the **computer** is taken from **your** person.
- k) **theft** of the **computer** whilst on hire or loan to any third party other than **immediate family** or an **authorised user**.
- l) the loss, mysterious or unexplained disappearance or misplacement of the **computer**

General exclusions applying to all sections of cover, **we** shall not be liable in respect of:

- m) the excess which is calculated at 15% of **your computer** value subject to a minimum of £25 for each and every claim.
- n) **theft** or **accidental damage** to accessories when such **theft** or **accidental damage** does not occur at the same time or under the same circumstances than the **theft** or **accidental damage** of or to **your computer**
- o) any **computer** not owned by **you**

- p) where original proof of purchase cannot be provided.
- q) loss of use of the **computer** or any other costs that are indirectly caused by the event which led to **Your** claim, unless specifically stated in this Certificate.
- r) 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**).
- s) any reduced performance or efficiency of the **computer**.
- t) any costs incurred either by or in the process of installing the **computer** or in subsequently relocating it.
- u) any associated charges levied by any provider to **you**.
- v) repairs and maintenance carried out by anyone other than a **repairer** nominated by the **administrator** and accepted by **us**.
- w) any costs relating to software unless such software formed part of the original purchase of the **computer** as evidenced by the relevant proof of purchase
- x) any costs relating to date changes or solar flare.
- y) any costs incurred where it is found that the **computer** is functioning normally or where no fault or damage is found.
- z) **accidental damage** or **theft** caused by negligence, abuse or misuse in respect of the **computer** including but not limited to:
  - aa) failure to use or site the **computer** in accordance with manufacturers' instructions and failure to follow maintenance recommendations;
  - bb) the use of accessories on **your computer** not approved by the manufacturer or incorrect connections of signal leads or application of incorrect electrical supply;
  - cc) faulty software or programming or electrical power surge or fluctuation.
  - dd) Any Breakdown whatsoever;
  - ee) the cost of remedying or making good solely due to:
    - **wear and tear**, gradual deterioration or oxidation
    - gradually developing defects, cracks, flaws or frictions
    - screen burn or related losses
    - scratching or chipping of any surfaces or cosmetic damage.
  - ff) the cost of maintenance, overhaul or modification or damage resulting from maintenance, overhaul or modification.
  - gg) damage to data carrying material.
  - hh) 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, 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.
  - ii) external data carrying materials and any computer program or data information recorded thereon unless stated above.
  - jj) the costs of rectifying programming errors or design defects in software.
  - kk) 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.
  - ll) any expenditure in consequence of failure to comply with manufacturers recommendations relating to storage of computer media.
  - mm) the value to **you** of data stored on the **computer**.

#### 4. GENERAL EXCLUSIONS

- 1 Any legal liability directly or indirectly caused by or contributed to or arising from:
  - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 2 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.
- 3 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 cost of repair and the cost of a replacement **computer** shall be on the basis agreed between the supplier and **us** from time to time.

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 loss directly or indirectly caused in 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 **theft** or **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;
- notify any claim to the **administrator** either by telephone or at the address provided to **you** and submit a completed claim form to the **administrator** as soon as reasonably possible and in any event within 30 days of the incident;
- provide at **your** expense all details that **we** may require concerning the cause and amount of the **theft** or **accidental damage**.

Specific conditions applying to **theft** cover:

- the possible or actual **theft** of the **computer** must be reported as soon as is practicable within 48 hours of discovering the theft, to the **administrator** number provided to **you**. If the **computer** is subsequently retrieved or returned it will become **our** property.
- **you** must, as soon as is practicable, within 24 hours of discovering the **theft**, report the occurrence to the police or other relevant authority and obtain an incident report number. (Please note that lost property numbers are not acceptable in support of a **theft** claim)

#### 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 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. Auto Renewals– Annual Policies Only

To make sure **you** have continuous cover under **your** policy Insurance 2 Go will automatically renew (auto renew) **your** policy when it runs out, unless **you** advise otherwise. **You** will be contacted up to 30 days before the renewal date of **your** policy and will be advised of any changes to the premium or the policy terms and conditions. If **you** do not want to auto renew **your** policy, **you** just need to contact Insurance 2 Go on 0844 576 2277. If **you** do nothing then the renewal premium will be taken from the credit/debit card details provided at the time of the initial purchase. If the credit/debit card details have changed, **you** can contact Insurance 2 Go on 0844 576 2277 to amend the details. **You** can advise us about any changes to **your** policy details or decide not to use the auto renew service at any time by calling 0844 576 2277.

The **Administrator**, on behalf of Insurance 2 Go, will assume that **your** details have not changed and **you** have the permission of the card holder (if this is not **you**) when they renew **your** policy. Loyal Insurance Services Ltd t/a Insurance 2 Go do not have **your** payment details. The **Administrator**, on behalf of Insurance 2 Go, will tell the bank that they have **your** payment details to charge the relevant premium to **your** credit/debit card on the renewal date.

## 4. Cancellation

**You** may cancel this insurance at any time by giving notice of cancellation, in writing or by telephone, to the **Administrator**. Where **You** have purchased a rolling monthly **Period of Insurance** then cover will terminate at the end of the month for which **You** have paid **Your** premium (subject to **Your** 14 day Statutory right to cancel). Where **You** have purchased an annual **Period of Insurance** then the cover will terminate upon receipt of **Your** notice of cancellation by the **Administrator** (subject to **Your** 14 day Statutory right to cancel). If **You** have purchased an annual policy we will calculate the proportionate premium for the period that **You** have been insured and refund the balance provided **You** have not made a claim during the **Period of Insurance**. If a claim has been made during the **Period of Insurance** no refund of premium will be given.

**We** reserve the right to cancel this insurance by giving 30 days written notice to **your** last known address.

## 5. 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.

## 6. The law applicable to this contract

This insurance shall be subject to English Law.

## 7. Legal rights

This insurance is in addition to **your** legal rights and is not to be substituted for the supplier's 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** or **theft** of or 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** or **theft**

**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 PROCEDURES

Please comply with the following procedures to obtain authorisation with the minimum amount of delay. Failure to observe these procedures may invalidate **your** claim.

### 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 Police authority

In the event of a **theft** claim, within 24 hours of discovering the **theft**, **you** must notify the appropriate Police authority and obtain a Crime Reference Number and a copy of the Police Crime report.

### 3. Contact the administrator

Call the **administrator** within 48 hours of discovering the incident on 0844 576 2277 (or in the event of the incident occurring outside of the UK, within 48 hours of returning to the UK). **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:

For claims authorisation, **you** must confirm and provide:

- the cause of **accidental damage** (if applicable)
- for **theft** the crime reference number (lost property numbers are not acceptable in support of a **theft** claim)
- original proof of purchase
- any other requested documentation

The **administrator** will assess **your** claim and providing **your** claim is valid, will authorise the repair or replacement of the **computer** as appropriate.

If **your computer** is damaged 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. If **your computer** was stolen the **administrator** will arrange for a replacement to be sent to the address specified in the at the time of purchasing the insurance.

On the monthly policy only, if **You** make a claim within the first 12 months of commencement of the insurance we must be in receipt of 12 monthly premiums before the repair/replacement can be authorised. Collection of any outstanding payments will be taken at the time of the claim and can be paid by credit/debit card over the phone or by sending a cheque to the **Administrator**. **Your** direct debit will be suspended until month 13 onwards and will continue on a monthly basis thereafter in accordance with **Your** direct debit instruction. However, if at the time of paying the outstanding payments, there is

insufficient time to suspend **Your** next direct debit payment it will be taken as the month 13 payment and **Your** direct debit will recommence in month 14.

## 4. Salvage

**We** 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**.

## 5. Contribution and Indemnity

In the event of **accidental damage** or **theft** of 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 it will be replaced by one of equivalent specification. Where a **computer** of equivalent specification is not available **we** will pay for similar replacement **computer** with the nearest higher specification. Replacement should be carried out in this way with reasonable despatch.

**Our** liability in respect of any one claim is limited to the maximum value of the **computer**.

## 6. When the computer has been repaired

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

## YOUR STATUTORY RIGHT OF CANCELLATION

**You** have a right to cancel this insurance by giving written notice of cancellation within 14 days of the receipt of Confirmation of Insurance Cover to Insurance 2 Go or the **Administrator**. If **you** do not exercise this right to cancel this insurance then **your** and **our** rights to cancel thereafter are set out in Section 5.4 CONDITIONS above.

## 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.

## CLAIMS SERVICE

It is always the intention to provide **You** with a first class service when **You** make a claim. However, if **You** are not happy with the service please in the first instance write to the Managing Director of the **Administrator**. If **You** are not satisfied with the response **You** may then ask the Policyholder and Market Assistance, Lloyd's Market Services, 1 Lime Street, London EC3M 7HA to review **Your** case and ultimately **You** may contact the Financial Ombudsman Service South Quay Plaza, 183 Marsh Wall, London E14 9SR.

## PREMIUMS AND CLAIMS – YOUR RIGHTS

When handling premium payments from **You** that are due to the **Insurers** and when handling any claim **You** make, the **Administrator** acts as an authorised agent of the **Insurers**. This means that when **You** pay a premium to the **Administrator** it is deemed to have been received by the **Insurers** and that any valid claim **You** make is not deemed to have been settled by the **Insurers** until **You** have actually received a repaired or replacement phone.

## 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.

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