

Toshiba Computer Cover Policy Wording

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SECTION 1 – INTRODUCTION

About Your Insurance

Welcome to **your** Toshiba Computer Cover Policy Wording.

This insurance is designed to protect **you** if an item of **equipment** suffers accidental or malicious damage during the **period of cover**. It will also provide cover for the theft of **your equipment** if **you** chose to purchase this additional benefit and this is confirmed on **your Insurance Schedule**.

Please take time to read the “Important Information” section on pages 3 - 4 of this Policy Wording. It tells **you** about things **you** need to check, the actions **you** need to take and the **equipment you** can insure.

- This insurance was arranged by Summit Insurance Services Limited, who is also the policy administrator and the company that will handle any claims. Summit Insurance Services Limited is referred to as the **administrator** in this Policy Wording and **you** can contact them at:
Address: Summit Insurance Services Limited, Suite 2, Bloxam Court, Corporation Street, Rugby, CV21 2DU. Tel: 01788 563106.
- 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 Document.

This insurance policy is valid for thirty-six months. The start date and the **period of cover** are shown on **your Insurance Schedule**.

Some words and phrases in this Policy Wording and **your Insurance 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 **bold**. They are all listed and explained in the “Definitions” section which can be found on pages 12 - 13 of this Policy Wording.

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, call the **administrator** on 01788 563111. Lines are open between 9am and 5pm Monday to Friday. Alternatively, please write to: Summit Insurance Services Limited, Suite 2, Bloxam Court, Corporation Street, Rugby, CV21 2DU.

The Insurance Contract

This Policy Wording and **your Insurance Schedule** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Wording carefully along with **your Insurance Schedule** so **you** can be sure of the cover provided and to check that it meets **your** needs.

This Policy Wording and **your Insurance Schedule** are issued to **you** by Summit Insurance Services Limited in its capacity as **our** agent under contract reference B6839EW0012015. In exchange for **your** payment of the premium referenced in **your Insurance Schedule**, **you** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.



Signed by David Milner

Authorised signatory and Managing Director of Summit Insurance Services Limited

SECTION 2 - IMPORTANT INFORMATION

It is important that:

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

Conditions

There are conditions which apply to the whole of this insurance and full details of these can be found in the “General Conditions” section on page 7 of this Policy Wording. There are also conditions which relate specifically to making a claim, and these can be found in the “Making a Claim” section on pages 7 - 8.

In these sections **you** will find conditions that **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.

The Equipment You Can Insure

Any **equipment** that **you** insure under this policy must have been manufactured by Toshiba Computer Corporation and be less than 12 months old (at the time of purchasing insurance for that item) with a valid **evidence of ownership**. The **equipment** cannot have been purchased outside the United Kingdom, the Channel Islands or the Isle of Man or have been purchased second hand, at auction or from an online auction website.

Adding, Replacing or Removing an Item of Equipment

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

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.
- **You** must own the **equipment** to be insured, which must not have been purchased second hand, at auction or from an online auction website.
- **Your equipment** must have been purchased within the United Kingdom, the Isle of Man or the Channel Islands, and must have been manufactured by Toshiba Computer Corporation to a UK specification.
- The registered address of **your** business must be in the United Kingdom, the Channel Islands or the Isle of Man.

If **you** do not meet the eligibility requirements above **we** will not provide any cover under this policy.

Please contact **the administrator** as soon as possible if **you** are unable to meet the eligibility requirements, or if **you** have any queries. Contact details are given on page 2 of this Policy Wording.

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.

SECTION 3 – 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 **item sum insured** shown on **your Insurance Schedule**.
- **We** will pay up to two claims during any twelve month period to replace an item of **equipment**. This applies to each item of **equipment** insured by this policy.
- If **you** chose to protect an item of **equipment** against theft (and this is confirmed on **your Insurance Schedule**), **we** will pay up to two claims during any twelve month period to replace the item of **equipment** which is stolen.

Accidental or Malicious Damage

We will pay the cost of repair, up to the **item sum insured** shown on **your Insurance Schedule**, if an item of **equipment** is damaged as a result of an accident or through the intentional or deliberate actions of another party.

If an item of **equipment** cannot be repaired, **we** will provide a replacement item in accordance with the 'Replacement Equipment' section on page 8 of this Policy Wording.

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** chose to purchase this additional benefit and this is confirmed on **your Insurance Schedule**.

If an item of **equipment** is stolen, **we** will replace it in accordance with the 'Replacement Equipment' section on page 8 of this Policy Wording.

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

SECTION 4 – 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 and Malicious Damage

We will not pay for any claim:

- caused by **you** deliberately damaging or neglecting an item of **equipment**;
- 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, control knobs or buttons, 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.

- for malicious damage unless the incident is reported to the police within 24 hours of **your** discovery of the incident and **you** obtain a crime reference number from the police.

Theft

We will not pay for 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) and all security systems 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 24 hours of **your** discovery of the incident and **you** obtain a crime reference number or lost property reference from the police.

General Exclusions applicable to all types of cover

We will not provide any cover for:

- Any claim if **you** do not meet the eligibility requirements for this policy (as detailed in the "Important Information" section on pages 3 - 4 of this Policy Wording.)
- Damage or theft as a result of **you** or an **authorised person** not taking care of an item **equipment**.

What do we mean by taking care of your equipment?

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 a 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 which happens while an item of **equipment** is in the possession of anyone other than **you** or an **authorised person**.
- Any claim which is covered under the warranty or guarantee provided by the manufacturer or retailer.
- Additional equipment or accessories which are used with an item of **equipment**.
- 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 additional carriage costs if an item of **equipment** needs to be collected from, or delivered to, an address outside the United Kingdom, Channel Islands or Isle of Man.
- 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**.
- 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**.
- **You** or 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.

SECTION 5 - GENERAL CONDITIONS

The following conditions apply to the whole of this insurance. If you do not meet these conditions, we may reject a claim payment or a claim payment could be reduced.

Locations Where Cover is Provided

Cover applies in any country. However, a replacement or repair can only be dealt with once an item of **equipment** is 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**.

Transferring Your Policy

This insurance cannot be transferred to anyone else unless **you** inform **us** in writing and receive confirmation that **your** request is acceptable to **us**.

SECTION 6 – MAKING A CLAIM

Who to Contact

To make a claim, call the **administrator** on 01788 563111. Lines are open between 9am and 5pm Monday to Friday. Alternatively, please write to: Summit Insurance Services Limited, Suite 2, Bloxam Court, Corporation Street, Rugby, CV21 2DU.

Calls may be recorded for training, compliance 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 and any malicious damage must be reported to the police within 24 hours of **your** discovery of the incident. **You** must provide the **administrator** with a crime reference number.
- 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 an 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 applies 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 an item of **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 an item of **equipment** immediately before **your** claim.

Replacement **equipment** will automatically be covered for the remainder of the **period of cover** and if **we** provide a refurbished item, it will be provided with a minimum of a 90 day warranty.

SECTION 7 – CANCELLATION OF THE POLICY

Your Cancellation Rights

You can cancel **your** policy within 30 days of the policy **start date** or, if later, 30 days of the date **you** receive this Policy Document. **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 cover**. This will be based on the number of days remaining until the expiry date, less an administration fee applied by the **administrator** of £10 or 25% of the annual premium, whichever is the greater amount.

The Insurers' 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 14 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.

SECTION 8 – 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** at:

Summit Insurance Services Limited
Suite 2
Bloxam Court
Corporation Street
Rugby
CV21 2DU

Tel: 01788 563106
Email: complaints@compucover.co.uk

Step 2:

Should **you** remain dissatisfied with the outcome of **your** complaint from the **administrator**, **your** legal rights are not affected and **you** may refer **your** complaint to Lloyd's. 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 an alternative dispute resolution (ADR) body.

If **you** live in the United Kingdom or the Isle of Man, 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

Tel: **Jersey** +44 (0)1534 748610, **Guernsey** +44 (0)1481 722218, **International** +44 1534 748610
Fax: +44 1534 747629
Email: enquiries@ci-fo.org
Web: www.ci-fo.org

Alternatively, if **you** purchased **your** insurance online*, please note that **you** can, if **you** wish, also submit **your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU), who have bought goods or services online, get their complaint resolved. **You** can access the ODR Platform at: <http://ec.europa.eu/consumers/odr/>

This does not affect **your** right to submit **your** complaint following the process above. Please note that under current rules the European Commission will ultimately redirect **your** complaint to the relevant ADR body detailed above.

* "Online" includes all products sold via a website, email, telephone and social media amongst others with a digital element.

SECTION 9 – 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 the 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** will be used by **us** and **we** may also share this information with other group companies. To prevent fraud, insurers sometimes share information. Details about **your** insurance application and any claim **you** make may be exchanged between insurers.

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 No: 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 Canopius Managing Agents Limited. Registered Office: Canopius Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England no. 01514453.

Regulatory Details

Canopius 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.

The **administrator**, Summit Insurance Services Limited, is authorised and regulated by the Financial Conduct Authority. Firm Reference: 300172.

SECTION 10 – DEFINITIONS

Whenever the following words or expressions appear in **bold** in this Policy Document, they have the meaning given below.

“Active war” - **Your** active participation in a **war** where **you** are deemed under English Law to be under instruction from or employed by the armed forces of any country.

“Administrator” - The party, person or company who arranged this insurance on **your** behalf. This is Summit Insurance Services Limited, Suite 2, Bloxam Court, Corporation Street, Rugby, CV21 2DU. Tel: 01788 563106.

“Authorised person” -

- if **you** are an educational establishment (including a school, college or university), this means a registered employee or a student authorised to use an item of **equipment**; and
- if **you** are a company, partnership, public or private sector organisation, government authority, charity or club, this means a registered employee.

“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 item(s) insured by **your** insurance policy which are specified on **your Insurance Schedule**. The **equipment** must have been manufactured by Toshiba Computer Corporation and be under 12 months old (at the time of purchasing insurance for that item) with a valid **evidence of ownership**.

“Insurance Schedule” - The document which names **you** as the policyholder and sets out what this policy covers **you** for. It will confirm the **period of cover**, the items of **equipment** insured by this

policy and the **item sum insured**. **Your Insurance Schedule** will be replaced whenever **you** make any changes to the policy.

“Item sum insured” - The maximum **we** will pay in the event of a claim for that item of **equipment**.

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

“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 individual or business specified on the **Insurance Schedule** who owns the insured **equipment**, applied for this insurance and has paid the appropriate premium.