

DEFINITIONS

Material Damage

Loss or damage to Property from any sudden & unforeseen cause occurring at the Location(s) as shown in the Schedule.

Property

The computer and ancillary equipment described in the Schedule but excluding data carrying materials and any computer program or data information recorded thereon unless described in the Schedule attaching hereto.

Accident

Breakdown and Material Damage to the Property insured by this Insurance.

Limit of Indemnity

The Underwriters' liability in respect of any one loss or series of losses arising out of any one occurrence is limited to the amount shown in the Certificate of Insurance. Payment of a claim made under this Insurance shall not reduce the Sums Insured except upon written notice by the Underwriters to the contrary.

Provided that

- a) the Insured shall where the payment exceeds £500 pay such additional premium as may be required by the Underwriters
- b) the Insured shall take immediate steps to comply with any requirements of the Underwriters relating to amendments to the protections of the Insured Property.

Portable

Where any item of Property shown in the Schedule is described as 'Portable' the cover provided by this Insurance in respect of such Property shall operate whilst the said Property is at any location(s) in the world including whilst in transit between such location(s). Provided that the liability of the Underwriters under this Insurance shall not exceed £10,000 any one accident or series of accidents arising out of any one occurrence.

Terrorism

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

CONDITIONS

1 The Contract

This Certificate of Insurance shall be read together with the Schedule of Property and any attaching endorsements.

2 Proposal

The Proposal for each Certificate of Insurance forms part of and is the basis of the Contract.

3 Average

If any specific item of Property shall have an individual Limit of Indemnity set against it and at the time of any loss or damage to such item it shall be of greater value than the Limit of Indemnity then the Insured shall be considered his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly.

4 Payment of Premiums

The Insured shall pay the premium on request.

5 Precautions

The Insured shall take all reasonable steps to ensure that the Property is operated and serviced in accordance with the manufacturers' recommendations and all reasonable precautions to prevent or minimise any loss or damage or Accident involving the Property.

6 Claims Notification and Requirements

Any occurrence giving rise to or likely to give rise to a claim under this Certificate of Insurance must be notified to Genie Support Services Ltd or their appointed agents.

The Insured shall

- a) as soon as practicable after the same shall have come to his knowledge give notice thereof by telephone if practicable and also by letter giving the fullest possible particulars and information and in the event of loss by theft or where the Insured has reason to believe a criminal offence has been committed notify the Police.
- b) ... take precautions to prevent further damage to the Property and the Underwriters shall not be liable to any further damage resulting from the continued use of the Property until the Property has been repaired to the satisfaction of the Underwriters
- c) retain any damaged Property or parts thereof

- d) when required to do so deliver to the Underwriters a statement in writing of all particulars and details reasonably practicable of the Property affected and the value thereof and of the loss or damage thereto and furnish all such vouchers proofs explanations and other evidence as may be reasonably required by the Underwriters together with a statutory declaration if required in verification of the statement.

7 Claims Settlement

- a) The Underwriters may at their option repair reinstate or replace or pay in money for any loss or damage covered by this Certificate of Insurance. The Insured may without prejudice to any liability of the Underwriters proceed with minor repairs subject to compliance with Condition No. 6 Provided that the repairs are carried out to the satisfaction of the Underwriters and any damaged part is kept for their inspection. Subject to the forgoing special privilege the Underwriters shall not be liable for the cost of any repairs undertaken by the Insured without the permission of the Underwriters in writing.
- b) The Underwriters shall be entitled at their discretion and in the name of the Insured to take over defend or settle any claim.

8 VAT

To the extent that the Insured is accountable to the Tax Authorities for Value Added Tax all terms in this Certificate of Insurance shall be exclusive of such Tax.

9 Alteration of Working Conditions

If any material change in the risk insured takes place during the Period of Insurance or if any defects or conditions of working are discovered which render the risk more than usually hazardous the Insured shall forthwith notify the Underwriters and take such action as circumstances may require.

10.Salvage

The Underwriters shall be entitled to take and keep possession of any damaged and replaced Property insured by this Certificate of Insurance and to deal with the salvage in a reasonable manner.

No Property may be abandoned to the Underwriters.

11.Right of Inspection

The Underwriters shall have the right to inspect and carry out an audit of the Insured Property at all reasonable times during the Period of Insurance. The Insured agrees to make available the Insured Property to enable the Underwriters to carry out such inspections and report thereon.

12.Suspension of Cover

The Underwriters reserve the right at any time by written notice to the Insured to suspend the insurance of any Property until the requirements of the Underwriters shall have been fulfilled.

13.Observance

The due observance and fulfilment of the terms and conditions contained in this Certificate of Insurance or endorsed hereon in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Underwriters to make any payment under this Insurance.

14.Subrogation

The Underwriters at their own expense may take such proceedings as they think fit in the name of the Insured to enforce any rights and remedies against or obtain relief or indemnity from other parties to which the Underwriters shall be or may become entitled or subrogated under this Certificate of Insurance and the Insured shall at the request and the expense of the Underwriters do such acts and things as may be reasonably required by the Underwriters for that purpose.

15.Other Insurances

The Underwriters will not indemnify the Insured in respect of any loss or damage which is insured by or would but for the existence of this Insurance be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this Insurance not been effected.

16.Fraud

All benefit under this Certificate of Insurance is forfeited where there has been fraud non disclosure mis-statement or any attempt thereat by the Insured or any party acting on the Insured's behalf.

17. Arbitration

If the Underwriters accept that there is a claim under this Certificate of Insurance but there is disagreement in respect of the amount to be paid the disagreement will be referred to an arbitrator appointed in accordance with current statutory provisions. The arbitrator must make an award before there is any right of action against the Underwriters.

18. Authorised Users

The Underwriters shall not subrogate against any shared time user of the Insured Property providing

- a) the user has the authority of the Insured to use the Insured Property
- b) the user shall observe fulfil and be subject to the terms exceptions and conditions of this Insurance.

19. Cancellation

The Underwriters shall not be bound to accept renewal of any Certificate of Insurance and may at any time cancel any Certificate of Insurance by sending 30 days notice to the Insured at his last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period of insurance.

20. Basis of Settlement - Reinstatement

In the event of loss or damage to Property for which a claim is admitted under this Certificate of Insurance the basis upon which the amount payable is to be calculated shall be the Reinstatement of the Reinstatement shall mean

- a) the cost of repair or replacement of the lost or damaged part of the Property 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 the Underwriters' liability shall be limited to the cost of an equivalent repair to similar Property of current manufacture
- b) where the Property is lost or in the opinion of the Underwriters damaged beyond repair its replacement by Property of equivalent specification. Where Property of equivalent specification is not available the Underwriters will pay for similar replacement Property with the nearest higher specification. Replacement should be carried out in this way with reasonable despatch. No payment will be made until the cost is actually incurred. If at the time of Reinstatement the sum representing eighty five per cent of the cost which would have been incurred in reinstating the whole of the Property exceeds the value of the Property declared under this Certificate of Insurance then the Insured shall be his own insurer for the difference and shall bear a proportionate amount of the loss accordingly.

21. Special Conditions Applying to Items Away from The Location(s)

In respect of Property (other than Data Carrying Materials) the following conditions shall apply to any part thereof whilst it is away from the Location(s):

- a) the Property shall be made ready for transit in accordance with manufacturers' recommendations securely mounted or kept within a suitable container whilst within a conveying vehicle
- b) the doors of any conveying vehicle shall be securely locked and other openings fully closed and properly fastened and Property shall be concealed in a locked boot whenever the said vehicle is left unattended and all available protections must be put into full and effective operation
- c) the Property shall be kept within a securely locked or attended Location(s) overnight or at all times when not in the course of transit
- d) where Property is being carried by hand or taken on public transport it shall at all times remain within the immediate possession of the person authorised to take such Property away from the Location(s)
- e) The Underwriters shall not be liable for damage by theft or attempt thereat unless there are visible signs of forcible and violent entry to or exit from the Location(s) or vehicle where the Property is located.

2. Intentional Acts

Loss or damage caused by

- a) the intentional act or willful neglect of the Insured
- b) i) . intentional overloading of Property
ii). experiments involving the imposition of any abnormal conditions on Property.

3. Wear and Tear

The cost of remedying or making good or loss solely due to

- a) wear and tear gradual deterioration or rust
- b) gradually developing defects cracks flaws or fractures
- c) scratching or chipping of painted or polished surfaces.

4. Guarantees of Performance

Penalties for delay or detention or in connection with guarantees of performance or efficiency.

5. Inventory Losses

Loss of the Insured Property and any additional expenditure in consequence thereof by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the Insured Property due to its being stolen or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been the subject of notification under the terms of the Claims Procedure Condition including reporting the matter to the Police.

6. Electronic Data Recognition

Any loss or damage arising directly or indirectly from the failure of the programming on computer chips or computer software to recognise the year 2000 or any other date.

7. Pollution

Loss damage or additional expenditure caused by pollution or contamination other than loss of or damage to the Insured Property caused by pollution or contamination and additional expenditure in consequence thereof.

8. Theft

Loss or damage due to theft or any attempt thereat unless such loss or damage is:

- a) accompanied by forcible and violent entry to or exit from any Location or other premises, or
- b) whilst in any form of public transport or other public place unless the Property is taken by actual or threatened force.

9. War Risks

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, **Terrorism**, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped

10. Radioactivity

Loss of destruction or damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by 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.

11. Sonic Booms

Loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

12. Consequential Loss

Loss of use or other consequential loss except as provided for herein.

EXCLUSIONS

The Underwriters shall not be liable for

1. Excess

The amount, as shown, in respect of the cost of each and every occurrence for which the Insured is indemnified by this Certificate of Insurance.

IMPORTANT NOTICE TO THE INSURED

Notice to the Proposer / Insured

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed by Underwriters to the contrary this Certificate of Insurance shall be subject to the law of England.

If you have any questions or concerns about this insurance or the handling of a claim you should in the first instance contact the Managing Director, Genie Support Services Ltd
The contact details are:

Managing Director, Genie Support Services Ltd, 39/41 Victoria Road, Woolston,
Southampton, Hampshire, SO19 9DY.
Tel: 023 8044 2227, Fax: 023 8044 2210

In the event you remain dissatisfied and wish to make a complaint, you can do so by contacting the following:

- 1) Claims Manager at Amtrust International Underwriters Ltd. His address is:

Claims Manager,
Amtrust International Underwriters Ltd
122 Lower Baggot Street, 2nd Floor
Dublin 2
Ireland

- 2) The Warranty Manager,
Axa Insurance UK plc,
130 Fenchurch Street,
LONDON, EC3M 5DJ

If you are not satisfied with the response you receive from Amtrust International Underwriters Ltd for their 50% percentage in this insurance contract or Axa Insurance on behalf of their 50% in this insurance contract, and are insured in a personal capacity, or are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million, you may contact the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process