

# Education Technology Insurance Policy Wording

## Welcome

## Thank-you for choosing Burnetts to insure Your education technology equipment

We want to ensure **You** understand **Your** education technology insurance policy and legally **We** need to make **You** aware that the information **You** have provided to **Us** (**Your Application**) forms the basis of **Your** insurance contract with **Us**. The cover is set out below with the details of what is and is not covered. **Your** policy and Certificate of Insurance are evidence of that contract so please read them carefully to ensure that the policy meets **Your** needs and that all details are correct. Please keep them in a safe place.

## The **Administrator**

This policy is administered by Burnett & Associates Ltd, 3000, Lakeside, North Harbour, Western Road, Portsmouth, Hampshire, PO6 3FQ. Registered in England No. 1472537 and authorised and regulated by the Financial Conduct Authority under registration number 305511 (Administrator).

### The Insurer

This policy is underwritten by Great American International Insurance (UK) Limited (also referred to as **We**, **Our** and **Us**).

Great American International Insurance (UK) Limited, registered address 32 Queen Square, Bristol, BS1 4ND, UK is registered in England as Company No 02714031 is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority under registration number 202874.

# **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 and could lead to the policy becoming void.

Some of these sections that **You** can be covered for are optional, **You** should read this Policy Document in conjunction with **Your** certificate of insurance which confirms the sections **You** are insured under.

# The Policy

**We** will provide the insurance as stated in this policy, **Your** certificate of insurance will show if **Theft** is included. **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.

## The Premium

If **We** have agreed that **You** may pay by instalments, the schedule of instalments is shown on the Payment Schedule. **You** may also elect to pay the premium up front.

It is important that **You** ensure that **Your** premium payments are up to date otherwise claims settlement will be delayed.

# Changes to the Policy

We have the right to make changes to **Your** policy during the **Period of Insurance**. If **We** want to make changes these will be confirmed to **You** in writing with at least 30 days' notice before the changes will take effect.

These changes may involve:

- 1) Changes to the terms and conditions of **Your** policy, and/or
- 2) The application of an Imposed Excess.

If **You** do not agree to the changes **We** wish to make to **Your** policy **You** have the right to cancel **Your** policy subject to the cancellation conditions below.

## The Certificate of Insurance

This must be read in conjunction 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 the **Administrator**.

# 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 unless we agree to the contrary with **You**.

# Legal Rights

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

# 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:

- 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) We may not offer You the option to pay by instalments; and
- 4) **We** reserve the right to ask **You** for payment of the insurance premium in full at any time during the **Period of Insurance**; and
- 5) **We** have the right to amend the instalments payable by **You** in the event that the **Insurance PremiumTax** 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.

Accessory/Accessories Items supplied to You, at the same timeas Your

**Equipment,** such as but not limited to chargers, wireless chargers, protective cases, carrying cases, headphones, wireless headphones and hands-free mounting kits but

excluding the SIM card...

Accidental Damage Any damage caused by a single external event which is

sudden and unexpected, and which is not deliberate and makes the **Equipment** unusable for its intended purpose.

**Application** 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.

**Administrator** Burnett and Associates Limited, 3000 Lakeside, North

Harbour, Western Road, Portsmouth, Hampshire, PO6

3FQ.

Authorised User Any Student, teacher or employee who is registered with

You at the time of the Accidental, Liquid, Fire, Flood, or

Malicious Damage, Theft or Misappropriation.

**Chromebook** A **Laptop** or **Tablet** that is configured to the Chrome

operation system.

**Component(s)**Any mechanical, electrical or electronic part, which forms

part of the **Equipment's** original specification.

Computer Virus A self-replicating, harmful and malicious 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 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** A computer that is not portable and is operated whilst

connected to a mains power supply.

Equipment A Tablet, Chromebook, Laptop, or Desktop stated on

the **Equipment** schedule including **Accessories.**.

Fire Damage 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 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 A criminal act that has caused physical damage to

property through both the forceable and violent actions of a third party whilst attempting to enter or exit a

building or vehicle.

Geographical Limits The United Kingdom (not including the Channel Islands

and Isle of Man). Cover is extended for up to 90 days in any one 12-month period for **Equipment** taken outside

the United Kingdom.

Imposed Excess The mandated uninsured loss amount that which must be

paid by You before We will pay Your claim as stated on

the Certificate of Insurance.

**Insurance Premium Tax**The tax levied on insurance premiums at the rate set by

HMRC.

**Laptop** A portable computer having a screen that closes over the

keyboard like a lid, including Hybrid devices with a touch

screen.

**Lease Company**The legal owner of the **Equipment** who has transferred all

benefits, costs and risks associated with the ownership of the **Equipment** to **You** for a fixed period as stated in a

lease agreement.

Liquid Damage Damage caused by a sudden and unforeseen ingress of

fluid.

Malicious Damage Damage to the Equipment caused deliberately.

**Misappropriation** The dishonest removal of the **Equipment** by an

Authorised User from You when You have been

unable to recover the **Equipment**.

Payment Schedule The advanced premium payment frequency agreed by

Us.

**Period of Insurance** The period between and including the start and end

dates shown on the Certificate of Insurance.

Protective Case The case that the Equipment must be kept in to help

protect it from damage.

Reasonable Precautions All reasonable steps and precautions to prevent accidents or

losses to the **Equipment**.

Repairer The business providing Equipment repair services

authorised by Us.

**Repair Cost** The cost of repair, materials and labour necessitated in

rectifying Accidental, Liquid, Fire, Flood, or

Malicious Damage to the Equipment.

Replacement Cost The cost of replacement Equipment or Components

that are of the same or similar make and quality as the

stolen or damaged Equipment or Component.

**Serial Number** The unique code assigned for the identification of a single

unit of **Equipment**.

Single Claim Limit The maximum amount that **We** will pay for any one claim

arising from a single incident during the **Period of Insurance**. This will not exceed the **Replacement Cost** of

the **Equipment** and in any case is limited to £10,000.

**Student** Any person enrolled with **You** for the purposes of

education.

Supplier The business providing Equipment replacement services

authorised by Us.

**Tablet** A touch screen device which is not supplied with a

physical keyboard.

Theft The dishonest taking of Your Equipment by persons

known or unknown with the intention of permanently depriving **You** of it. This also includes attempted theft.

Unattended Not within Your or Authorised User's sight at all times or,

when away from home, office or school, out of arm's length.

VAT Value Added Tax at the rate set by HMRC.

**Voluntary Excess** The uninsured loss amount that **You** elected to pay which

must be paid by You before We will pay Your claim as

stated on the Certificate of Insurance

of the **Insurer** as the context demands.

You/Your The Policyholder.

## What Is Covered

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

If, during the **Period of Insurance**, the **Equipment** suffers **Accidental**, **Liquid**, **Fire**, **Flood** or **Malicious Damage**, **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 in sendingthe **Equipment** to **Us** and for the **Supplier** sending the replacement **Equipment** to **You**.

You are insured up to the Single Claim Limit on Your Certificate.

**Theft** (if **Theft** is covered it will be shown on **Your** certificate of insurance)

If the **Equipment is stolen** 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 on Your Certificate.

## 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.

#### Claims Limit

**Our** limit of liability under this policy shall be a maximum of two successful claims per item of **Equipment** in any twelve-month period. The twelve-month period is considered to start 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 for any loss or claim in respect of:

- 1) **Equipment** that cannot be provided to **Us** for repair or inspection;
- 2) Accidental Damage to a Tablet not in a Protective Case at the time of loss;

- 3) Accidental Damage to a Tablet where the Protective case has been worn out or misused;
- 4) Accidental Damage to Your Laptop not in a Protective Case when not in use;
- 5) Accidental, Liquid 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 or Liquid Damage to Your Equipment caused by the deliberate or wilful act of an Authorised User:
- 11) **Accidental** or **Liquid Damage** caused by use of the **Equipment** by any **Authorised User** for anything other than its intended purpose;
- 12) Accidental or Liquid Damage where the device has been left on the floor Unattended.

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;
- 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**.
- 8) Any **Theft** due to a dishonest scheme, deception, lies or trickery.

General Exclusions applying to all sections of this Policy.

We shall not be liable in respect of:

- 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 the start of this policy taking effect;
- 4) any **Equipment** or **accessory** not included on the **Equipment Schedule**;
- 5) any **Voluntary** or **Imposed Excess** as stated on the **Schedule** or advised to **You** in writing during the **Period 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, Liquid, Damage, Flood or Malicious Damage, Misappropriation or Theft occurring outside of the Geographical Limits;
- 10) reduced performance or efficiency of the **Equipment**;
- any costs incurred either by or in the process of installing the **Equipment** or in subsequently relocating it;
- 12) any charges levied by any provider directly to You;
- 13) repairs and maintenance carried out by anyone other than the **Repairer** unless agreed in advance in writing by **Us**;
- 14) any replacement carried out by anyone other than the **Supplier** unless agreed in advance in writing by **Us**;
- 15) any costs relating to software defects or date changes;
- 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**, **Liquid**, **Fire**, **Flood or Malicious Damage**, **Misappropriation** or **Theft**;
- 17) any intentional acts, negligence, abuse or misuse 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 acts or wilful neglect by You; or
  - c) intentional or reckless overloading of, or the imposition of, any abnormal condition on the **Equipment** including intentionally placing heavy objects on the **Equipment**; or
  - d) the use of accessories or **Equipment** not approved by the manufacturer; or
  - e) incorrect connections of leads or application of incorrect electrical supply; or
  - f) faulty software or programming or electrical power surge or fluctuation;
- 18) the cost of maintenance, overhaul or modification or damage resulting from maintenance, overhaul or modification;
- 19) Accidental, Liquid, Fire, Flood or 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;
  - 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 hazardousproperties of any explosive nuclear assembly or nuclear component thereof;
  - pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- 20) loss of or damage to data carrying material;
- 21) loss of, or damage, destruction, distortion, erasure, corruption or alteration of electronic data from any **Computer Virus**;

- 22) the value to **You** of data stored on the **Equipment**;
- 23) Claims arising in countries or areas where the Foreign, Commonwealth & Development Office (FCDO) has advised against all travel or "all but essential travel".

# **Policy Conditions**

Specific condition applying to **Theft, Malicious Damage** and **Misappropriation** cover.

**You** must, as soon as is practicable, after discovering the **Theft** of, **Malicious Damage** to or **Misappropriation** of **Equipment**, report the occurrence to the Police and obtain an incident report number or crime reference number.

If your claim is due to **Theft** from a known person/persons, you are expected to testify and fully cooperate with police against the them to aide in the recovery and criminal charges.

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 theclaims payment.

- 1) You must use **Your** best endeavours to ensure that all **Authorised Users** take all **Reasonable Precautions** to take care of **Your Equipment** at all times.
- 2) The **Protective Case** must hold the **Equipment** securely in place. In addition, a screen protector must be used for tablets. When closed, the **Protective Case** must fully protect the front, back, sides and corners of the **Equipment**.
- 3) The **Equipment** must not be operated after any **Accidental**, **Liquid**, **Fire**, **Flood** or **Malicious Damage** if this could cause further damage to **Equipment**.
- 4) 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.

This policy is not transferrable and only **You** can enforce its terms.

# Misrepresentation

**You** must take reasonable care to provide complete and accurate answers to the questions we ask when **You** take out, make changes to and renew **Your** policy.

If the information provided by **You** is not complete and accurate;

- We may cancel Your policy and refuse to pay any claim, or
- We may not pay any claim in full, or
- We may revise the premium and/or change any excess, or
- the extent of the cover may be affected.

#### Fraud

**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** wilful act, or with **Your** connivance.

If any of this happens, 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;

# **Policy Cancellation**

**You** can cancel this Policy without notice by contacting the **Administrator**.

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 and 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 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 complywith them, **We** may at **Our** option, refuse to deal with **Your** claim, or reduce the amount of the claims payment.

- 1) The cost of any repair shall be on the basis agreed between the **Repairer** and **Us**.
- The cost of replacement Equipment shall be on the basis agreed between the Supplier and Us.
- 3) 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 additionalcosts incurred in repairs paid for by Us on Your behalf.
- 4) You must notify any claim to the **Administrators** or submit a completed claim form to them as soon as reasonably possible and in any event within thirty (30) term time days of the incident date.
- 5) 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.

If Accidental, Liquid, Fire, Flood or Malicious Damage, Misappropriation or Theft occurs please help the Administrator 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 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 Administrator

#### You can contact the Administrator by:

- 1) using the unique online claims URL provided to You; or
- 2) calling claim notification telephone number: 0333 999 7901 (local rate call); or
- 3) emailing the **Administrator** about a claim at claims@burnett.co.uk.

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

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

- 1) authorise the Repairer to carry out the repair up to the Repair Cost; or
- 2) authorise the **Supplier** to replace the **Equipment** 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**.

Should **You** decide to give permission to a **Repairer** to commence work or a **Supplier** to carry out a replacement **You** do so in the full knowledge that **We** reserve the right not to pay **Your** claim because **You** have denied **Us Our** right under this policy to validate cover, inspect the **Equipment** and manage costs prior to its repair or replacement.

Parents, Guardians and Carers

**We** allow parents, guardians or primary carers of **Students** to notify **Us** of claims. However, parents, guardians and primary carers do not have rights under this policy.

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, **We** reserve the right to:

- 1) instruct an independent engineer to inspect Your Equipment before authorising any claim; or
- 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 **Equipment** or **Components** and to manage disposal or recycling with them in the appropriate manner. If **Your Equipment** is managed using Mobile Device Management Software **You** must:

1) Remove any passcode; and

- 2) Remove the **Equipment** from any Mobile Device Management software that **You** have used; or
- 3) 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 **Administrator** 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.

Please note that all Complaints must be filed by **You**. **We** will not accept complaints from parents, guardians and primary carers.

In the first instance, please contact the **Administrator's** Claims Manager or Customer Services Manager either:

- 1) by telephone on 0333 999 7901; or
- 2) by email to claims@burnett.co.uk; or
- 3) by post to Burnett and Associates Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3FQ.

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. The **Administrator** will do their best to resolve **Your** complaint quickly and with the least inconvenience to **You**, and within the following timescales.

- 1) They will acknowledge **Your** complaint within 3 working days of receipt.
- 2) If further investigation is required, they will endeavour to resolve **Your** complaint swiftly, within a maximum eight weeks of receipt.
- 3) If the **Administrator** 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).

The FOS can be reached at:

- 1) The Financial Ombudsman Service, Exchange Tower, London, E14 9SR; or
- 2) by Telephone: 0800 023 4567 or 0207 964 1000 (Switchboard); or

- 3) 00 44 207 964 0500 (for calls outside of the UK); or
- 4) by E-mail: complaint.info@financial-ombudsman.org.uk; or
- 5) online: www.financial-ombudsman.org.uk.

Following this complaint procedure does not affect Your right to take legal action.

# Financial Services Compensation Scheme

**Your Insurer** is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled tocompensation from this scheme if **Your Insurer** cannot meet their obligations, depending on the type of insurance and the circumstances of **Your** claim. Further information about the scheme is available from the FSCS website www.fscs.org.uk.

**You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **You** can writeto: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph St, London EC3A 7QU.

## **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. In all circumstances no cover or benefit shall be provided in Cuba and Iran or any country appearing on any government sanctions list.

# Data Protection and Privacy Summary Statement

As a provider of general insurance, **We** may collect personal data from **Our** clients, contractors and third parties to assess, underwrite and administrate insurance contracts. The privacy of the personal data obtained is very important to **Us** and **We** are committed to collecting, processing, sharing, storing and destroying all information in accordance with the UK data protection laws, including the Data Protection Act and the General Data Protection Regulation.

You can read **Our** full Privacy Notice on **Our** website www.greatamericanuk.com and.com, which goes into more detail about how **We** collect, use and process personal data, and how, in doing so, **We** comply with **Our** legal obligations. It also describes **Your** rights as a data subject in respect of personal data. **We** would be happy to post **You** a copy, please contact **Us** on the address below or via the internet contact if **You** require this.

#### **Contacts 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:

- 1) In writing: Burnett & Associates Ltd, 3000, Lakeside, North Harbour, Western Road, Portsmouth, Hampshire, PO6 3EN
- 2) By email:customerrelations@burnett.co.uk

or, alternatively **You** can contact **Us** with respect to this Data Protection and Privacy Summary Statement. Please write to the Insurer:

Head of Compliance Great American International Insurance (UK) Limited 32 Queen Square, Bristol, BS1 4ND, UK

Or address **Your** query to the Head of Compliance through the contact section of **Our** website: http://www.greatamericanuk.com/contacts/contact-us/.

For further details of **Your** rights please see **Our** Data Privacy Statement at www.greatamericanuk.com.

If **You** wish to make a complaint about the use of **Your** personal information, in the first instance please contact the **Administrator**'s Data Protection Officer or **Our** Head of Compliance using the details above and **We** and the **Administrator** will do **Our** utmost to resolve the issue as soon as possible.

**You** have the right to make a complaint at any time to the Information Commissioner's Office (ICO) for data protection issues (www.ico.org.uk). **We** would, however, appreciate the opportunity to respond to any concerns **You** may have, in the first instance.