Accidental Damage & Theft Insurance Policy Wording





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AmTrust International Underwriters Limited agrees to cover You in accordance with and subject to, the terms, exclusions and conditions set out below.

THE UNDERWRITER

This insurance is underwritten by AmTrust International Underwriters Limited. AmTrust International Underwriters Limited is a regulated insurance company based in Dublin, Ireland and are part of the A.M. Best rating 'A' (Excellent) AmTrust Group. The registered office and business address of AmTrust International Underwriters Limited (registered office number 169384) is at 40 Westland Row, Dublin 2, Ireland. AmTrust International Underwriters Limited is regulated by the Central Bank of Ireland.

AmTrust International Underwriters Limited is regulated for the conduct of business in the UK under the Financial Conduct Authority Ref. No 203014. Details about the extent of this regulation are available from AmTrust International Underwriters Limited on request.

This policy is administered by Burnett & Associates Ltd, Enterprise House, Isambard Brunel Road, Portsmouth, Hampshire, PO1 2RX. Registered in England No. 1472537 and is authorised and regulated by the Financial Conduct Authority.

UNDERSTANDING YOUR POLICY

Please read the policy carefully and make sure **You** understand and fully comply with its terms and conditions as failure to do so may jeopardise the payment of any claim that might arise and could lead to the policy becoming void.

Please ensure You keep it in a safe place so You can read it again if You need to.

THE POLICY

This policy is evidence of a contract of insurance. In return for having accepted **Your** premium, **We** will provide the insurance as stated in this policy. **Your Proposal** and undertaking to pay the premium, where appropriate, is the basis of the contract and forms part of the policy.

The policy contains details of the insurance cover **You** have purchased, what is excluded from the cover and the conditions of this insurance. The policy should be read in conjunction with the policy schedule.

THE POLICY SCHEDULE

This must be kept with the policy and contains **Your** details, **Equipment** details and the **Period of Insurance**. Please check that the information contained in the schedule is correct and that it meets **Your** requirements. If it does not, please contact the policy **Administrator** or **Your Introducer**.

THE LAW APPLICABLE TO THIS POLICY

You and **We** are free to choose the laws applicable to the policy. As **We** are based in Ireland, **We** propose to apply the laws of Ireland and by receiving or purchasing this policy **You** have agreed to this.

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 **Theft**, **Fire**, **Flood**, **Malicious**, **Liquid** or **Accidental Damage** of, or to the **Equipment**, any other insurance covers the same, **We** shall not be liable to pay or contribute more than **Our** proportions of indemnity for such **Theft**, **Fire**, **Flood**, **Malicious**, **Liquid** or **Accidental Damage**.

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.

DEFINITIONS

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

Accidental Damage Means any damage caused by a single external event which is sudden and

unexpected and which is neither inevitable nor deliberate.

Administrator Means Burnett & Associates Ltd, Enterprise House, Isambard Brunel Road,

Portsmouth, Hampshire, PO1 2RX.

Customer Services telephone number: 0333 999 7901.

Proposal Means any signed application and declaration together with any additional

information You may have supplied to Us in support of Your request for

insurance.

Claims Office Means the office that deals with claims matters arising from this policy and the

address and telephone number are detailed in this document under claims

procedure.

Component(s) Means any mechanical, electrical or electronic part, which forms part of the

Equipment's original specification, insured under this policy as defined on the

policy schedule.

Computer Virus Is a self-replicating program that spreads by inserting copies of itself into other

executable code or documents, which is loaded onto **Your Equipment** without

Your knowledge and runs against Your wishes.

Cosmetic Damage Means a degree of physical damage that simply refers to impairment of only the

appearance of a covered item, but not its functionality.

Equipment Means a computer or electronic equipment plus accessories supplied to **You** and as

stated on the policy schedule.

Fire Damage Means any damage caused to the **Equipment** by an ignition of flammable materials,

which was accidental and unforeseen.

Flood Damage Means 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) or lake, reservoir, canal or dam in addition to inundation

from the sea.

Geographical Limits Means Worldwide.

Indemnity/ Means if We pa

Indemnified

Means if **We** pay to have **Components** on the **Equipment** replaced or repaired resulting in the **Equipment** being in a better condition than it was before the **Fire**, **Flood**, **Malicious** or **Accidental Damage**, **Liquid Damage** or **Theft**, **You** may be

required to pay a contribution towards the cost, or **We** may at **Our** option use

reconditioned Components.

DEFINITIONS (CONTINUED)

Introducer Means Wyvern Business Systems Ltd, Wyvern House, Netherwood Road,

Rotherwas, Hereford, HR2 6JJ.

Liquid Damage Means any damage caused by a sudden and unforeseeable ingress or fluid.

Malicious Damage Means any Accidental Damage, Fire Damage, Liquid Damage or Flood to the

Equipment deliberately caused by any third party which **You** were unable to

prevent.

Period of Insurance Means the dates shown on the policy schedule.

Repairer Means any full-time business providing an **Equipment** repair service authorised

by Us.

Repair Cost Means the cost of both repair materials and labour (including VAT where

appropriate) necessitated in rectifying the Fire Damage, Flood Damage,

Malicious Damage, Liquid Damage, Accidental Damage.

quality as the **Component** that had suffered **Fire Damage**, **Flood Damage**,

Malicious Damage, Liquid Damage, Accidental Damage including the labour cost

of fitting the new **Component**, in line with part manufacturer list prices.

Single Claim Limit Is the maximum amountthat can be claimed for any one claim during the Period

Of Insurance for any Fire Damage, Flood Damage, Malicious Damage, Liquid

Damage, **Accidental Damage** and is stated on the policy schedule.

Theft Means the dishonest removal of the **Equipment** from **Your** possession by a third

party.

We/Us/Our Means AmTrust International Underwriters Limited, who are registered in Ireland,

with a registered and business office address at 40 Westland Row, Dublin 2

Wear and Tear Means the gradual deterioration associated with normal use and age of the

Equipment and its **Components**.

You/Your/Yourself Means the policyholder as named in the policy schedule.

WHAT IS COVERED

1. Fire, Flood, Malicious, Liquid or Accidental Damage Cover

If the **Equipment** suffers **Fire**, **Flood**, **Malicious**, **Liquid** or **Accidental Damage**, **We** will Indemnify **You** for either the parts and labour cost of repairing the **Equipment** or, at **Our** choice, for the cost of replacement **Equipment** of the equivalent general specification and for the courier costs, during the **Period of Insurance**, whilst the **Equipment** is within the **Geographical Limits**, subject to the conditions and exclusions set out in this policy.

You are Indemnified against Repair or Replacement Costs up to the Single Claim Limit.

2. Theft Cover

If the **Equipment** is stolen during the **Period of Insurance**, whilst the **Equipment** is within the **Geographical Limits**, **We** will replace the **Equipment** with **Equipment** of the equivalent general specification and for the Courier costs subject to the conditions and exclusions set out in this policy.

You are Indemnified against Replacement Costs up to the Single Claim Limit.

WHAT IS NOT COVERED

Specific exclusions applying to **Fire**, **Flood**, **Malicious Damage**, or **Accidental Damage** cover.

We shall not be liable in respect of:

- Damage to **Equipment** that is not suitably stored, packed or protected whilst being transported or carried.
- Damage to the **Equipment** whilst on hire or loan to any third party.
- Damage to the **Equipment** whilst left unattended on the floor.
- Wear and Tear.

Specific exclusions applying to **Theft** cover.

We shall not be liable in respect of:

- Theft of the Equipment whilst kept in an unattended motor vehicle unless the vehicle is locked, the Equipment is placed out of sight and all protections put into operation so that forced and violent entry into the vehicle is required. A copy of the repairer's account for such damage to the vehicle must be submitted with any claim made.
- Theft of the Equipment from any motor vehicle between 22.00 hours and 06.00 hours.
- Theft of the Equipment from any property or premises unless such Theft has occurred through forced and violent entry or exit. A copy of the repairer's account for such damage to the property or premises must be submitted with any claim made.
- **Theft** of the **Equipment** whilst on hire, on loan or in the possession of any third party.
- Lost or misplaced **Equipment**.

General exclusions applying to all sections of the policy.

We shall not be liable in respect of:

- Any item not included on the policy schedule.
- Fire, Flood, Malicious, Liquid or Accidental Damage or Theft to any additional Equipment or accessories including but not limited to carrying cases, battery chargers (other than those supplied as original Equipment with the Equipment, and identified from the policy schedule or additional Equipment as identified on the policy schedule), hands free mounting kit or external antennae.
- Malicious, Liquid or Accidental Damage whilst the Equipment is left unattended.
- Any **Equipment** not owned by **You** or **Your** responsibility under any finance or hire agreement.
- Loss of use of Equipment or any other costs that are caused by the event which led to Your claim, unless specifically stated in this Policy Document.
- Costs recoverable from any party under the terms of any guarantee or warranty (or which would be recoverable but for the act or omission by **You**).
- Any 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.
- Any associated charges levied by any provider to You.
- Repairs and maintenance carried out by anyone other than a Repairer nominated by the Administrator and accepted by Us.
- Any costs relating to software change.

WHAT IS NOT COVERED (CONTINUED)

- 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 Fire, Flood, Malicious or Accidental Damage, Liquid or Theft.
- Fire, Flood, Malicious, Liquid or Accidental Damage or Theft caused by negligence, abuse or misuse in respect of the Equipment including but not limited to:
 - a) Failure to use or site the **Equipment** in accordance with manufacturer's instructions and failure to follow maintenance recommendations;
 - b) The use of accessories or **Equipment** not approved by the manufacturer or incorrect connections of signal leads or application of incorrect electrical supply;
 - c) Faulty software or programming or electrical power surge or fluctuation.
- The cost of remedying or making good solely due to:
 - a) Wear and Tear, gradual deterioration or oxidisation;
 - b) Gradually developing defects, cracks, flaws or fractures;
 - c) Scratching or chipping of any surfaces or **Cosmetic Damage**.
- The cost of maintenance, overhaul or modification or damage resulting from maintenance, overhaul or modification.
- Fire, Flood, Malicious, Liquid or Accidental Damage or Theft directly or indirectly caused by or contributed to by or arising from:
 - a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
 - b) Ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear **Component** thereof;
 - c) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- Loss of or damage to data carrying material.
- This policy does not insure 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 use, 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.
- External data carrying materials and any computer program or data information recorded thereon unless stated above.
- The costs of rectifying programming errors or design defects in software.
- 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.
- Any expenditure in consequence of failure to comply with manufacturer's recommendations relating to storage of computer media.
- The value to **You** of data stored on the **Equipment**.

If any claim made under this insurance policy is fraudulent in any respect, or if any fraudulent means or devices are used by **You** to obtain any benefit hereunder, all benefit under this policy shall be forfeited.

GENERAL CONDITIONS

Specific conditions applying to **Theft** cover:

- a) The possible or actual **Theft** of the **Equipment** must be reported as soon as is practicable and in any event within 45 days to the **Claims Office**.
 - If the **Equipment** is subsequently retrieved or returned it will become **Our** property.
- b) You must, as soon as is practicable, and in any case within 24 hours of discovering the Theft, report the occurrence to the Police or other relevant authority and obtain an incident report number.

General conditions applying to ALL sections:

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

The cost of repair and the cost of replacement **Equipment** shall be on the basis agreed between the **Repairer** and **Us** from time to time. The observance and fulfillment 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.

We do not accept responsibility for faults in workmanship in workmanship or materials, or any consequential loss 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 loss, **Theft**, **Fire**, **Flood**, **Malicious**, **Liquid** or **Accidental Damage** to the **Equipment** or memory, including but not limited to:

- Keeping the **Equipment** in a proper state of maintenance and repair;
- Storing the **Equipment** in a suitable, safe place when in and out of use;
- Using the **Equipment** in accordance with manufacturer's instructions and maintenance recommendations;
- Notify any claim to the Claims Office either by telephone or at the address provided to You and submit a completed claim form to the Claims Office as soon as reasonably possible and in any event within 45 days;
- Provide, at Your expense, all details that We may require concerning the cause and amount of the Theft, Fire, Flood, Malicious, Liquid or Accidental Damage.

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 **Equipment** must not be operated after any **Fire**, **Flood**, **Malicious**, **Liquid** or **Accidental Damage** or incident if this could cause further damage to **Equipment**.

GENERAL CONDITIONS (CONTINUED)

Fraud

You must not act in a fraudulent manner. If You, or anyone acting for You:

- Make a claim under the policy 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 loss or 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 policy;
- Will declare the policy void;
- Will be entitled to recover from You the amount of any claim already paid under the policy;
- Will not make any return of premium;
- Will inform the Police of the circumstances.

Duty of disclosure

The policy has been issued based upon information, which **You** have given to **Us** about **Yourself**, 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.

Cancelling the policy

You may cancel the policy at any time by giving 30 days notice in writing to **Us** via the Policy **Administrator** or **Introducer** by recorded delivery. If **You** cancel within the first 14 days of receipt of the policy documentation, providing there has been no claim or incident likely to give rise to a claim, **We** will refund any premium paid.

If You cancel this policy after 14 days of receipt of the policy documentation

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

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

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance** no premium refund will be given.

CLAIM CONDITIONS & HOW TO MAKE A CLAIM

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

If **You** believe a claim has occurred or there is a potential claim under this policy, please help **Us** by reporting **Your** claim according to the following procedure. In the first instance, please contact the **Claims Office** either:

- a) Online at www.dsa-claims.co.uk
- b) By telephone on 0333 999 7901 (option 2); or
- c) By email to claims@burnett.co.uk; or
- d) By fax on 0333 999 7904.

All claims MUST be made as soon as reasonably possible and in any case within 45 days of the incident giving rise to **Your** claim.

For claims authorisation, You must:

- Confirm Your policy number and Equipment details;
- Confirm the cause of Fire Damage, Flood Damage, Liquid Damage, Malicious Damage, Accidental Damage or Theft;
- For **Theft**, confirm the Crime Reference Number.

If the claim is covered by the policy, authorisation will be given by the **Claims Office** to carry out the repair or replacement. A claims authority number will be issued with an authorised **Repair Cost** or **Replacement Cost**, which is the most **We** will pay for the repair or replacement, subject to **Your Single Claim Limit**.

Should **You** decide to give permission to the **Repairer** to commence work, without obtaining an authorisation number from the **Claims Office**, **You** do so in the full knowledge that **We** reserve the right not to meet **Your** claim because **You** have denied **Us Our** right under this policy to agree cover, inspect the **Equipment** and manage costs prior to its repair.

Use of an Engineer

At notification of any claim, or following receipt of the estimate, the Claims Office reserves the right to:

- 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 this right 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.

Salvage

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

CLAIM CONDITIONS & HOW TO MAKE A CLAIM (CONTINUED)

Contribution and Indemnity

In the event of **Fire**, **Flood**, **Malicious**, **Liquid** or **Accidental Damage** or **Theft** to the **Equipment** for which a claim is admitted under this policy, the basis upon which the amount payable is to be calculated shall be:

- a) The cost of repair or replacement of the lost or damaged part of the **Equipment** 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 **Equipment** of current manufacture.
- b) Where the **Equipment** is lost or in **Our** opinion damaged beyond repair, its replacement will be **Equipment** of equivalent specification and at **Our** discretion will be a new or refurbished unit. Where **Equipment** of equivalent specification is not available **We** will pay for similar replacement **Equipment** 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.

When the Equipment has been repaired

If **You** are aware, or believe, that the repair is not satisfactory advise the **Claims Office** immediately.

COMPLAINTS NOTIFICATION

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

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

- By telephone on 0333 999 7902 or by fax on 0333 999 7903 or;
- By e-mail to admin@burnett.co.uk

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

Burnett & Associates Ltd, Enterprise House, Isambard Brunel Road, Portsmouth, Hampshire, PO1 2RX

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:

- They will acknowledge **Your** complaint within 2 working days of receipt.
- They will aim to resolve **Your** complaint within 5 working days.
- If further investigation is required, they will aim to resolve Your complaint within four weeks of receipt.
- If the 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), set up by the Financial Conduct Authority to review unresolved Complaints. The FOS can be reached at:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

- By Telephone: 0207 964 1000 (Switchboard) or;
 00 44 207 964 1000 (for calls outside of the UK) or;
- By E-mail: complaint.info@financial-ombudsman.org.uk

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.

FINANCIAL COMPENSATION

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

DATA PROTECTION

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

- a) The person and / or property that **We** are being asked to insure.
- b) Any third-party claimant, i.e. someone making a claim against **Our** customer.
- c) Property for which repair or replacement costs are being sought under **Our** customer's insurance policy belonging to **Our** customer or a third-party.
- d) Medical and/or relevant conviction information where necessary to assess the risk.

Depending upon the kind of insurance cover **We** are being asked to provide and the kind of claim **We** are being asked to pay **We** will seek different kinds of information. Information about people and property for which **We** provide insurance cover is sought by **Us** before cover is provided. This information is kept by **Us** and **We** may share **Your** details with an intermediary, any agent authorised by **You** to act on **Your** behalf and regulatory bodies. **We** may also share information with private investigators under an appropriate confidentiality agreement when **We** need to investigate a claim.

Information about claims made under policies that **We** provide is collected by **Us** and any agent of **Ours**, and details maybe placed on a central insurance industry database of claims either in Ireland or in Europe. This information includes the claimant's name, address and date of birth and the type of injury or loss suffered. Through this database, this information may be shared with other insurance companies, self-insurers or statutory authorities. Insurers also reserve the right to use a database at underwriting stage.

Insurance companies share claims data:

- a) To ensure that more than one claim cannot be made for the same personal injury or property damage.
- b) To check that claims information matches what was provided when Insurance cover was taken out.
- c) And, when required, to act as a basis for investigating claims when we suspect that insurance fraud is being attempted.

Under the Data Protection Acts 1988 and 2003 **You** have a right to know what information about **You** and **Your** previous claims is held. If **You** wish to exercise this right then please contact the:

Data Protection Officer,
AmTrust International Underwriters Limited,
40 Westland Row,
Dublin 2,
Ireland.

You need to provide **Us** with accurate and up-to-date information if **We** are to provide insurance cover for **You** or **Your** property.

You need to provide **Us** with accurate and up-to-date information if **You** are making a claim under **Your** own policy.

Failure to provide sufficient information may prevent **Us** from providing cover or, if **You** are making a claim, may delay the processing of your claim. The provision of false information may mean that a claim made by **You** under the policy will not be paid and may possibly result in criminal prosecution for fraud.

Finally, all calls maybe recorded for training and monitoring purposes.