Accidental Damage Protection and Accidental Damage with Theft Protection

Cover Conditions

Overview

This document gives details of two levels of Insurance - Accidental Damage Protection and Accidental Damage with Theft Protection.

Your Schedule and Dell’s invoice to You will prove if You have purchased:

1. only Accidental Damage Protection; or
2. Accidental Damage with Theft Protection

The support You are entitled to will depend on the Cover that You have chosen, as indicated on Your Schedule and invoice from Dell.

This Accidental Damage Protection or Accidental Damage with Theft Protection Contract (the “Contract”) is underwritten by London General Insurance Company Limited registered number 1865673, registered address Integra House, Vicarage Road, Egham, Surrey TW20 9JZ, and registered in the Republic of Ireland as London General Insurance Company Limited Irish Branch, registered number E904436, at Fitzwilliam Business Centre, 77 Sir John Rogerson's Quay, Dublin 2, who have appointed Dell Products whose principal office is at Raheen Industrial Estate, Limerick, Ireland as their Agent to sell this insurance product and administer any Accidental Damage claims arising from this policy.

By accepting the Accidental Damage Protection or Accidental Damage with Theft Protection referenced on Your invoice from Dell, You agree to be bound by and accept the terms and conditions in this document. Please read this Contract in its entirety. These terms and conditions supplement the terms and conditions of any applicable overriding signed agreement between You and Dell or, in the absence of such an agreement, Dell’s standard terms and conditions of sale. This Contract is between You and London General Insurance Company Limited. Dell is the billing agent. All capitalised terms not defined herein shall have the meaning specified in the aforementioned signed agreement or Dell’s standard terms and conditions of sale.

Accidental Damage Protection and Accidental Damage with Theft Protection is available for hardware and mobility Products, but it is not necessary that You purchase Accidental Damage Protection or Accidental Damage with Theft Protection to buy a product from Dell. Dell’s invoice to You will indicate whether You purchased Accidental Damage Protection or Accidental Damage with Theft Protection and will serve as Your receipt. The Product will be tagged with a serial number (the “Service Tag”) that will help verify Your purchase of Accidental Damage Protection or Accidental Damage with Theft Protection. You must pay a separate Premium for each Product you wish to be covered by this Contract. For example, a printer purchased with a notebook system is not covered by the notebook system’s Contract. Instead, the printer and the notebook will each need their own Cover.

Besides computers and mobility Products such as phones and smartphones, Cover may be purchased separately for certain peripherals. If You purchased Cover for a peripheral Product, only parts built in or on the base unit of the peripheral Product, including parts or accessories that are required for regular operation of the base unit and shipped at point of sale, such as internal memory, built-in LCD, internal components/switches, built-in buttons, drawers, lids or panels, remote controls, synchronization cradles, or cables are covered.
**Accidental Damage Protection**

- applicable only where Accidental Damage Protection has been purchased and the relevant Premium paid, as indicated on Your Schedule and invoice from Dell.

**What is covered?**

If Your Product suffers Accidental Damage, during the term of the Cover, We will repair or replace the Product subject to these terms and conditions.

**Repair**

During the term of this Contract and subject to the limitations in this Contract, We will repair the Product as necessary to correct any damage to the Product which occurs during the usual and customary usage of the Product and is caused by Accidental Damage.

If We repair Your Product, You understand and agree that We may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. In Our discretion, We may designate an affiliated company or contract with a third party to complete repairs on the Product.

**Replacement**

If Our Agent decides that it is necessary to replace the Product rather than repair it, then, wherever possible, the replacement product will be equivalent to, or better than, the original Product purchased from Dell, as determined by Our Agent in its sole and reasonable discretion. Please note, if We replace Your Product, You understand and agree that the replacement product may contain original or used parts, from the original manufacturer, or a different one.

This Contract does not cover preventive maintenance. It is not necessary that You perform any preventive maintenance on the Product to obtain repair or replacement of a Product covered by this Contract.

**Response Level**

The response level for repair or replacement under this Contract shall coincide with the response level for Your underlying warranty or service package for the Product; provided however, that the response level shall not exceed the Next Business Day On-Site Service After Remote Diagnosis response level as detailed in the Dell ProSupport service description at [www.Dell.com/ServiceContracts](http://www.Dell.com/ServiceContracts). If You are outside of Your home country, the response level may vary and it will be provided on a reasonable efforts basis.

**Service Parts**

Regardless of the service response level purchased, some component parts are specifically designed for easy Customer removal and replacement: such parts are designated as Customer Self Replaceable (CSR). If during the diagnosis, the Dell Analyst determines that the repair can be accomplished with a CSR designated part, Dell will ship the CSR designated part directly to the Customer. CSR parts fall into two categories:

- **Optional CSR parts** – These parts are designed to be replaced by the Customer. Depending on the type of service that was purchased with the Supported Product, Dell may provide an Onsite Technician to replace the parts. Please contact a technical support analyst for more details regarding which Optional CSR parts and which service response levels qualify for onsite installation at no additional fee.
- **Mandatory CSR parts** – These are parts that the Customer must replace themselves. Dell does not provide installation labor for them. If the Customer requests that Dell replace these parts, the Customer will be charged a fee for this service.

**Geographic Limitations and Relocation**

Repair or replacement under this Contract will be delivered to the site(s) indicated on Your invoice. Response levels, technical support hours and onsite response times will vary by geography and certain options may not be available in Your location. The obligation to repair or replace a relocated Product is subject to local service availability and may be subject to additional fees as well as inspection and recertification of the relocated Product at then current time and materials consulting rates. Claims outside of the country in which You purchased the Cover is limited to a reasonable efforts basis and may not be available to all customers. In addition, out of country support will not include any whole unit replacements. Please contact a Dell technical support analyst for additional details. You will provide Dell with sufficient and safe access to Your facilities at no cost to Dell for Dell to fulfill Dell’s obligations.
**Limits**
Claims for Accidental Damage Protection are unlimited during the term of this Cover. Claims will cover hardware only.

**Limits for Mobility Products**
For a Product that is classified by Dell as a Mobility Product (such as a smart phone or tablet), claims for Accidental Damage Protection are unlimited during the term of this Contract, with the following limitation:
If it is determined that a Mobility Product cannot be repaired and a full replacement of the device is necessary, this Service will provide a maximum of two replacement devices within any consecutive twelve-month period or the time remaining in the term of Service; whichever is shorter.
For example, if You purchase Accidental Damage coverage for a two year length, starting on the month January, and You make a claim requiring a replacement in May, You are only entitled to get one additional replacement during the next twelve months from May. You are not entitled to additional replacements until May of the second year of coverage.

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**What is not covered?**
This Contract does not cover and the Agent is not obligated to repair or replace:

1. If You purchased Cover for a computer device or mobility Product, Accidental Damage to peripheral devices or components such as (without limitation) docking stations, external modems, external speakers, game devices, carrying cases, secondary monitors, external mouse on notebooks, external keyboard on notebooks, and other components not internal to the computer Product.
2. If You purchased Cover for a peripheral or mobility Product, Accidental Damage to externally-attached computers, peripherals, or other devices that may work in conjunction with the covered Product, components, cases, television or monitor wall mounts, wiring, or items classified as “accessories” or “consumables” and not built in or on the base unit, such as batteries, light bulbs, disposable/replaceable print/ink cartridges, print or photo paper, memory disks, disposable memory devices, wire connections, carrying cases, stylus pens, docking stations, external modems, external speakers, game devices, game disks, secondary monitors, external mouse or other input/output devices, any other components not internal to the Product for which you purchased Cover, or other parts/components requiring regular user maintenance.
3. Software including but not limited to: (1) any defects in or damage (including without limitation virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Product; and (2) any software loaded through Custom Factory Integration or any other items added through Custom Factory Integration. Reasonable efforts will be exercised to, but this Contract does not guarantee repair or replacement of non-software Custom Factory Integration items that may otherwise be excluded components.
4. Any Product located outside of the country or site(s) indicated on Your invoice or other order confirmation.
5. Any damage to or defect in the Product that is cosmetic only or otherwise does not affect Product functionality. Under this Contract, there is no obligation to repair reasonable wear and tear on the Product and other superficial items, such as scratches and dents that do not materially impair your use of the Product.
6. Any Product that anyone other than the Agent has tried to repair. Any repair or attempted repair on the Product covered by this Contract by any party other than Us or the Agent will void and cancel this Contract. We will not reimburse You for any repairs that You or another person make or attempt to make to the Product.
7. Any Product that suffers damage in connection with or as a result of incorrect or inadequate Customer Installation. “Customer Installation” shall include any of the following performed by You or any third party on behalf of You: (1) unpacking or moving the Product; (2) installation or mounting of a Product to a wall or other structure (or removal of the same following installation); and (3) affixing of brackets or other weight bearing devices designed for mounting or attachment to a wall or other structure (or removal of the same). Customer Installation does not include installation services purchased from Dell.
8. Any Product that is lost or stolen (unless Theft Protection has also been purchased as indicated on Your Schedule). To receive repair or replacement of a Product, you must return the damaged Product to Us in its entirety.
9. Any Product that is damaged by fire from an external source or that is intentionally damaged. If We find evidence of intentional damage, We are not obligated to repair or replace the Product.
10. Any recovery or transfer of data stored on the Product. You are solely responsible for all data stored on the Product. We do not provide you any data recovery services under this Contract. However, if hard drive replacement is necessary on a Product, the Agent will reload, at no charge to You, the then-current version of major application and operating system software You originally purchased from Dell, including any installed Custom Factory Integration applications. We do not, however, represent or warrant and this Contract does not obligate Us to ensure that any installed Custom Factory Integration applications will be compatible with the replacement Product.
11. Any damages arising from war, riot, terrorist acts, or acts of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.
How to Claim for Accidental Damage Protection

To make a claim for Accidental Damage Protection, You must call the Accidental Damage Protection Claims Department on

+353 1850 543 543

What do I need to do?

When You call a technician will ask for the Service Tag number, which is located on the back or underside of Your Product, on Your Dell invoice and on the front of Your Schedule document.

Once the technician has verified Your purchase of Accidental Damage Protection You may be asked a series of questions to assess the extent and cause of damage to the Product.

To receive Cover under this Contract, You must co-operate with Our Agent to ensure that Your Product is properly repaired. The technician will ask You a series of questions to assess the extent and cause of damage to the Product. These diagnostic and troubleshooting steps may require more than one call or an extended session, and You may be asked to access the inside of your Product where safe to do so.

Our Agent may ask You to return Your Product to a depot in the case the Product has experienced significant damage (liquid spill, drop from high place, etc.) even if you are entitled to onsite support. This is due to the fact that there could be hidden damage that cannot be diagnosed until the obvious damage is repaired.

Providing You follow Our Agent’s directions, We will pay all charges incurred for return of Your Product to Our Agent’s designated repair facility. Once at Our Agent’s designated repair facility the Product may be repaired or We may have Our Agent ship You a replacement product depending on an assessment of the damage to the Product. In some cases, where it can be determined over the telephone that a replacement product will be necessary, Our Agent may, at their discretion, ship You a replacement product immediately. However, if You fail to return the damaged Product to Us in its entirety, You agree that You are liable for the retail price of the replacement product.

The hours of support shall not include regular recognised public holidays applicable to the country where service is to be carried out. We and Our Agent are not liable for any failure or delay in the provision of services to You due to any cause beyond Our control.

Cover Details

Theft Protection

- applicable only where Accidental Damage with Theft Protection has been purchased and the relevant Premium paid, as indicated on Your Schedule and invoice from Dell.

What is covered?

Replacement

If Your Product is stolen, during the term of the Cover and subject to these terms and conditions, then We will provide a replacement product of equivalent specification to the original Product You purchased (as determined by Our Agent at their sole and reasonable discretion).

If an equivalent specification replacement is no longer available then We may provide a cash reimbursement up to the original purchase price of Your Product purchased from Dell at Our sole and reasonable discretion.

Worldwide Cover

This Contract provides worldwide Theft cover. However, We will only replace the Product when You are located in specific countries: Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Slovakia, Spain, South Africa, Sweden, Switzerland or the United Kingdom. Should You suffer a Theft under this Contract outside the above countries We will only ship a replacement to one of these countries.

Limits
Benefits are limited to one accepted Theft claim during the term of the Theft Protection, which covers hardware only.

What is not covered?

This Contract does not cover:

1. The cost of replacing software. However, the then-current version of major application and operating system software You originally purchased from Dell will be loaded on to or supplied with any Product replaced under this Theft Cover at no charge to You.
2. Any recovery or transfer of data stored on the Product. You are solely responsible for all data stored on the Product. We do not provide you any data recovery services under this Contract. However, the Agent will reload, at no charge to You, the then-current version of major application and operating system software You originally purchased from Dell, including any installed Custom Factory Integration applications. We do not, however, represent or warrant and this Contract does not obligate Us to ensure that any installed Custom Factory Integration applications will be compatible with the replacement Product.
3. Any Theft other than Theft as a result of an Assault or Break-in by a Third Party.
4. Any Theft of accessories and consumable parts.
5. Theft, unless all reasonable precautions to prevent the Product from being stolen have been taken.
6. Theft of the Product when the Product has been given to a Third Party to look after or use.
7. Theft of the Product from a vehicle, unless the Product was concealed from view in the locked boot or glove compartment and the vehicle was forcibly entered and proof of such forcible entry is provided on making a claim.
8. Theft, where the Product is left at Your place of work or any other place of work, school, or any public place, unless locked by a security cable or in a secure locker, safe or similar lockable compartment to which You have sole access and the security cable, secure locker, safe or similar lockable compartment was forcibly detached or proof of such forcible detachment or entry is provided on making a claim.
9. Any incident of Theft that is not reported to the police within 72 hours of the discovery of the incident.
10. Replacement of the Product where the Product has been lost or misplaced even if as the result of a force majeure event (irresistible, unforeseeable end external event).
11. Theft, where Theft has occurred due to (or which is attributable to) willful misconduct by You.

How to Claim for Theft Protection

To make a claim for Theft You can access Our online claims service at

www.adptheftclaim.com

Claiming online ensures that Your claim will be processed in the shortest possible time. You will need to provide the Service Tag/policy number of the Product, as detailed on Your Schedule, and to complete and submit the online claims form. Full details of how to claim are given online.

Alternatively, You can call the Theft Protection Claims Department on

+353 (0)1 411 8918

When You call, an assessor will request certain information in order to verify Your purchase of Theft Cover, and You will be advised how to submit your claim and/or send a claim form for completion. To ensure Your claim is processed in the shortest possible time it is advised that You return all documentation by fax or scanned electronic copy.

What do I need to do?

1. Notify the police authorities within 72 hours of discovering the Theft and provide them with the following information:
   - Details of the stolen Product, including make, model and Service Tag number – which is located on the back or underside of Your Product, on Your Dell invoice and on the front of Your Schedule document.
   - Detailed circumstances of the Theft
2. **Notify the Theft Protection Claims Department** within 10 working days of the Theft occurring, and provide the following documents to the Theft Protection Claims Department:

   o A fully completed claim form. A claim form is available at [www.adptheftclaim.com](http://www.adptheftclaim.com)

   o A copy of the police report relating to the Theft of the Product inclusive of the crime reference number.

   o Proof of Break-in or forced entry or Assault.

3. **In addition**, You may be asked to supply
   a. The medical certificate or witness testimony in case of Theft through Assault. We reserve the right to request original documentation to assess any claim.
   b. The estimate or receipt for repairs to any property damage associated to the Theft, including but not limited to damage to a vehicle, security cable, secure locker, safe or similar lockable compartment in respect of a Third Party Break-in for validation purposes only. We reserve the right to request original documentation to assess any claim.
   c. Confirmation that Your personal, commercial property or vehicle insurers have been notified of the Break-in.

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**General Terms**

**Meaning of Words**

**Accidental Damage:** Any accidental, sudden and unforeseen damage to the Product by external means which affects the operational functioning of the Product.

**Accidental Damage with Theft Protection:** This is where You have purchased Accidental Damage with Theft Protection Cover.

**Agent:** Dell Products or any party authorised by Us to repair, replace or provide services under this Contract.

**Assault:** Any physical threat or violent act exerted by a Third Party in order to deprive You of the Product.

**Break-in:** Force, damage or destruction to any locking device on a building or vehicle.

**Cover:** The cover and benefits provided under this Contract, as chosen by You and indicated on Your Schedule, where: Accidental Damage Protection provides Accidental Damage, as detailed in the appropriate section of the Contract and Theft Protection provides Theft cover, as detailed in the appropriate section of the Contract and for which the appropriate Premium has been paid.

**Dell:** Dell Products and any holding company or affiliate or subsidiary of Dell Products or any subsidiary of such holding company that is an Agent.

**Product:** The product(s) detailed on the Schedule and on Dell's invoice to You for which the appropriate insurance Premium has been paid.

**Premium:** The price You paid for Your Contract.

**Schedule:** The schedule confirming Your Cover under this Contract.

**Theft:** The loss of the Product as a result of Assault or Third Party Break-in.

**Third Party:** Any person other than You, Your spouse or common law partner, Your descendents or ascendants, Your employees where You are a legal entity, or any person not authorised by You to use the Product.

**We/Us/Our:** London General Insurance Company Limited, registered number: 1865673.

**You/Your:** The individual, company or entity named on the Schedule as the Policy holder.

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**Limitation of Liability**

Neither We nor Our affiliates, partners, officers, directors, employees or agents are liable to You, or any subsequent owner or other user of the Product, for any incidental or consequential damages, including, but not limited to, liability or damages for the Product not being available for use, loss or corruption of data or software, personal injury, death, other indirect loss due to Product failure, or any and all incidental, indirect, special or consequential damages arising out of or in connection with the use or performance of the Product, even if You have advised Us of the possibility of such damages. By entering into this Contract, You expressly waive any claims described in this paragraph. You agree and understand that We will not be responsible for any amount of damages above the replacement cost of Your Product with
one of equivalent specification in respect of any one claim under this Contract. We shall not be liable for the payment of Value Added Tax (VAT) where You are registered with HMRC for VAT.

**Term and Renewal:**

Cover begins on the date You receive the Product from Dell or the date You purchase the Contract, whichever is the later. Cover expires at the end of the term stated on Your Schedule or, where you have purchased Accidental Damage with Theft Protection, following a replacement of the Product under Theft Protection. The Cover ceases for Theft Protection only. Your Cover for Accidental Damage Protection continues until the end of the term stated on Your Schedule. There is no obligation on either party for the term of this Contract to be extended or renewed.

**Claims of Confidentiality or Proprietary Rights**

You agree that any information or data disclosed or sent to Our Agent or to Us, over the telephone, electronically or otherwise, is not confidential or proprietary to You.

**Cover Transfer**

The balance of any Cover remaining may be transferred to subsequent owners of the Product upon notification to and authorisation from Us. Additional terms, conditions and fees may apply to any such transfer.

**Cancellation**

This Cover is dated as of the date You receive the Product from Dell or the date You purchase the Contract, whichever is the later. You may cancel this Contract within fourteen (14) days of Your receipt of this Contract by sending written notice to Us at:

Dell Accidental Damage Protection and Accidental Damage with Theft Protection Service Department
London General Insurance Company Limited
The Aspen Building
Floor 2,
Vantage Point Business Village,
Mitcheldean
Gloucestershire
GL17 0AF
United Kingdom

If You cancel this Contract within fourteen (14) days of Your receipt of it, We will send You a full refund, unless You have successfully claimed under this Contract, in which case, no refund is payable and Cover is automatically cancelled. If You cancel this Contract after fourteen (14) days of Your receipt of this Contract no refund of Premium will be given.

We may cancel this Contract if You fail to pay the Premium plus any applicable taxes for the Contract in accordance with Dell’s standard terms and conditions of sale, make a misrepresentation to Us or Our Agent, or otherwise breach Your obligations under this Contract. We will not cancel this Contract for any other reason. If We cancel this Contract, We will send You written notice of cancellation at the address indicated in Our records. The notice will include the reason for cancellation and the effective date of cancellation. Any refund of Premium will be at Our sole discretion.

Each Contract must be cancelled separately for each Product.

**Entire Agreement**

These terms and conditions represent the entire agreement between You and Us with respect to its subject matter and none of Our employees or Our Agent may orally vary the terms and conditions of this Contract.

**Fraud**
Nothing in this Contract shall limit or exclude any liability for fraud or fraudulent misrepresentation. Neither We nor Our Agent will honour Your claim if there are reasonable grounds to believe that You are involved in any fraudulent or other illegal activities in connection with this Contract.

**Right of Subrogation**

We reserve the right to seek redress on Your behalf and to prosecute in Your name for Our own benefit, any claim for indemnity, and We shall have full discretion in the conduct of any proceedings. In this event You shall provide Us with all such information and assistance as We may require.

**Non Disclosure**

If any information provided to Us by You is inaccurate or if You fail to disclose any information which might reasonably affect Our decision to provide Cover to You or the assessment of Your claim, Your Cover under this Contract shall end and no benefit or refund will be provided hereunder.

**Additional Remedies**

This Cover affords You specific legal rights. You may have additional legal rights. This Cover is not a warranty. The Product You purchase from Dell will also come with a limited warranty from Dell or third party manufacturers of products Dell distribute. Please consult Dell’s limited warranty statements for Your rights and remedies under those limited warranties.

**Law Applicable**

Unless specifically agreed to the contrary this Contract shall be subject to English Law and to the non-exclusive jurisdiction of the English Courts.

**Data Protection**

You have a right to a copy of Your personal data held by Us, upon payment of a fee. Any personal information is protected by law. We will only process Your personal details for the purposes of handling Your claim and/or administering Your policy. We will store and keep Your details in a reasonable manner.

**Customers With Special Needs**

We are able to provide upon request certain services to assist customers with special needs. Please advise Us if You require any of these services so that We can communicate in an appropriate manner.

**Customer Care**

For enquiries and complaints relating to the sale of this Policy please contact Dell as set forth on Dell’s website in Your country or Your invoice.

For enquiries and complaints relating to the claims handling for Accidental Damage please write to Dell as set forth on Dell’s website in Your country or invoice. For enquiries and complaints relating to claims handling for Theft, please write to the, Customer Care Manager of London General Insurance at The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire GL17 0AF. If You are not satisfied with the response You may write to the Customer Services Director at the same address.

For enquiries and complaints relating to the terms of this Policy please write to the Insurer, London General Insurance Company Limited, A & T Customer Services Manager at The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire GL17 0AF. If You are not satisfied with the response You may write to the Managing Director of the Insurer at the same address.

If Your complaint addressed to any of the above parties is not resolved to Your satisfaction or You wish to have independent advice concerning Your complaint You may contact the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR stating clearly the nature of the complaint and the party to which that complaint was originally addressed.
Underwriters

This Accidental Damage Protection or the Accidental Damage with Theft Protection Contract (the “Contract”) is underwritten by London General Insurance Company Limited, registered number 1865673, registered address Integra House, Vicarage Road, Egham, Surrey TW20 9JZ.

Compensation

It is a duty of the FSCS to ensure that a percentage of sums owed to policyholders by an insurance company in liquidation is paid to those policyholders if the company itself is unable to meet its liabilities in full. Under the Scheme General Insurance is covered for 90% of the entire claim, with no upper limit. This compensation system is subject to restrictions and not all policyholders are eligible. Further details are available from the FSCS at, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8DN. Alternatively you can call the FSCS on 020 7 892 7300.