

# *Albion*



# *iCare*

***Total Cover  
Terms and Conditions***

# Terms and Conditions

## Terms and Conditions for Apple Equipment Support Services

### IMPORTANT INFORMATION

Please read the terms and conditions, together with the policy schedule, which forms part of this document to ensure it meets with the Customer requirements. If any changes are needed or if the information is incorrect in any way, please contact the Company immediately.

Under consumer protection before the Customer accepts the policy, it has 14 days to review the policy and consider its full terms. If the Customer is not totally happy with the policy and have not made a claim, the Customer can write to Company requesting that the policy is cancelled and any monies paid will be returned, subject to no claims being made. The Company will then cancel the Customer cover.

Please see the Cancellation Section within these terms and conditions for further details.

### INTRODUCTION

iCare is a comprehensive Apple equipment support service provided by the Company. The support service includes cover for repair and replacement of equipment, which includes cover for extended warranty, accidental damage and theft. The Company carries out the repair or replacement service, which is an authorised Apple service provider.

Meaning of some of the words used in these terms and conditions

### ACCESSORIES

Items that the User may attach to the Customer Equipment (for example a charger, case, pencil, headphones).

### ACCIDENTAL DAMAGE

The unintentional damage, breakage or destruction of the Customer Equipment caused by an unforeseen event with visible evidence of an external force being applied or caused by accidental liquid ingress.

### BREAKDOWN

The failure of any electrical or mechanical component in the Customer Equipment due to a sudden and unforeseen fault, which causes the Customer Equipment to stop working in the way the manufacturer intended and which requires repair or replacement before the Equipment can be used again.

### CUSTOMER

Any person business individual or company who is specified on the policy schedule.

### COMPANY

Albion Computers PLC. company registration number 02043116, whose registered office is at 112 Strand, London, WC2R 0AG.

### COMPUTER VIRUS

Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code,

whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

#### COSMETIC DAMAGE

Damage that impairs the appearance of the Equipment but not its functionality.

#### ELECTRONIC DATA

Electronic Data shall mean facts, concepts and information stored in a form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

#### EQUIPMENT

The item or items that is covered by the Company as detailed in the Customer policy schedule which are Apple equipment either iPad, Mac computer or iPhone.

#### END DATE

The date that all cover under the Customer policy come to the end unless the Customer advise the Company that the Customer wishes to renew the insurance with the Company.

#### IMMEDIATE FAMILY

The User's husband, wife, civil partner, partner, children or parents, who permanently live in the User's home.

#### INCIDENT

An individual occurrence of Breakdown, Accidental Damage or Theft.

#### PERIOD OF COVER

The period of time between the Start Date and the End Date, which is shown on the Customer policy schedule and that the policy will be in force for.

#### REASONABLE PRECAUTIONS

All measures that would be deemed appropriate to expect a person to take in the circumstances to prevent any loss, Accidental Damage or Theft of Equipment. This would include but not limited to not using the Customer Equipment near water or having it on the User's person whilst playing a contact sport.

#### REPLACEMENT ITEM

An item of Equipment of the same age and condition or if not available, one of the nearest comparable specification or the equivalent value taking into account the age and condition of the original item of Equipment.

#### START DATE

The date the Customer cover starts with the Company, as detailed in the Customer policy schedule.

#### TERRORISM

Any act including but not limited to the use, or threat, of violence or force by any person or organisation involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

# Terms and Conditions

## THEFT

The unauthorised dishonest appropriation or attempted appropriation of the Equipment specified on the Customer insurance schedule, by another person with the intention of permanently depriving the User of it.

## UNATTENDED

The User must not leave your property unattended if it is in a place where it is accessible to the general public. 'Unattended' means not visible to the User and not within the User's arms' length reach. We will not accept any claims for property left unattended in publicly accessible places. The user must act as though they are not covered.

## UNAUTHORISED CALLS, TEXTS OR DATA USE

Any calls, texts or data use made from the Customer Equipment after the time that it was lost or stolen, to the time that it was blacklisted by the Customer airtime provider.

## USER

The person primarily responsible for the Equipment.

## WHAT IS COVERED UNDER THESE TERMS AND CONDITIONS

The Company will cover the Customer Equipment for the duration as stated on the Customer policy schedule, subject to the terms and conditions in this document and any variations and amendments, which have been confirmed in writing by the Company. The policy is not a replacement as new policy, if the Company cannot repair the Equipment we will provide a replacement to the nearest comparable specification to a maximum cost of the original purchase price of the Equipment.

## BASIS OF WHAT IS COVERED

Section A to E below only applies if shown on the Customer policy schedule.

### A) Extended Warranty

If a Breakdown of the Customer Equipment occurs the Company will repair it. If the Company is unable to economically repair the Customer Equipment then, at the Company absolute discretion, the Company will provide a Replacement Item. Please note the Company will not accept any extended warranty claims excluded under the "What is Not Covered" section below.

### B) Accidental Damage

The Company will repair the Customer Equipment damaged as a result of Accidental Damage. If the Company are unable to economically repair the Customer Equipment then, at the Company absolute discretion, a Replacement Item will be provided by the Company. Please note in addition to claims excluded under the "What is Not Covered" section below, the Company will not accept claims for Accidental Damage caused by:

- a) deliberate damage or neglect of the Equipment;
- b) failure on the User's part to follow the manufacturer's instructions;
- c) inspection, maintenance, routine servicing or cleaning.



### C) Theft

The Company will replace the Customer Equipment with a Replacement Item if it is stolen.

In addition to claims excluded under the "What is Not Covered" section, The Company will not accept claims for Theft:

1. Where the Theft has occurred from any motor vehicle where the User or someone acting on the User's behalf is not in the vehicle, unless the Equipment has been concealed in a locked boot, locked glove compartment or other locked internal compartment and all the vehicle's windows and doors were closed and locked and all security systems had been activated;
2. Any premises, building, land or vehicle unless force, resulting in damage to the building, premises or vehicle was used to gain entry or exit;
3. Where the Equipment has been left Unattended when it is away from the User's home;
4. Where Reasonable Precautions have not been taken.

### D) Mugging (included if Theft is covered)

The Company will replace the Customer Equipment with a Replacement Item where the equipment has been removed from the User's control where force or violence has been used against the User. No claim will be accepted if the Equipment has been left Unattended or reasonable precautions have not been taken.

### E) Advanced Replacement

The Company will provide an advanced Replacement Item for your Equipment providing the claim has been approved under Accidental Damage, Theft or Breakdown cover. All reasonable effort will be made to provide the replacement within one working day following claim approval. The Replacement Item is provided on a swap out basis with your Equipment and will not be provided unless you have made your Equipment available to exchange at the time and place of delivery of the Replacement Item. It is not guaranteed that the Replacement Item provided as an advanced replacement will be of the exact same colour and specification as your Equipment.

## **WHAT IS NOT COVERED UNDER THESE TERMS AND CONDITIONS**

1. The costs of remedying damage or Repairing the Equipment due to:
  - a. Wear and tear or gradual deterioration of the Equipment
  - b. loss or damage arising from a manufacturer's defect or recall of the Equipment;
  - d. any repairs carried out without prior authorisation from the Company;
  - e. Cosmetic Damage.
2. Any claim if the serial number, IMEI (international mobile equipment identity) or sim card has been tampered with in any way;
3. Any repair or replacement if a SIM card registered to the Customer was not in the covered mobile phone or Equipment at the time of the Accidental Damage, Theft, Breakdown, or liquid damage;

# Terms and Conditions

4. Any loss of a SIM card or any costs of phone calls or data usage;
5. Any expense incurred arising from not being able to use the Equipment, or any costs other than the repair or replacement costs of the Equipment;
6. Accidental Damage, Theft, Loss, Breakdown or liquid damage to Accessories of any kind;
7. Any damage or costs arising directly or indirectly from the failure of the programming on computer chips or computer software to recognize any date.
8. Reconnection costs or subscription fees of any kind;
9. Costs arising from the replacement of any personalised ring tones, graphics, downloaded material or software;
10. Lack of Protection to Equipment, If at time of occurrence, the Equipment is not protected by a protective case that meets the following criteria:-
  - a. supplied by the Company with the Equipment
  - b. a suitable rugged protective case
11. Any costs for loss or damage to information or data or software contained in or stored on the Equipment whether arising as a result of a claim paid by this insurance or otherwise.
12. Any other costs that arise directly or indirectly from the event, which led to the Customer claim unless specifically stated in this policy;
13. Liability of whatsoever nature arising from ownership or use of the Equipment, including any illness or injury resulting from it;
14. Faults known to the Customer before the Start Date of the policy;
15. Deliberate or malicious damage or neglect of the Equipment.
16. War risks which include but not limited to war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, Terrorism, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped.
17. Electronic Data in any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

# Terms and Conditions

## PLEASE BE AWARE OF THE POLICY CONDITIONS AND LIMITATIONS IN THESE TERMS AND CONDITIONS

1. Cover is limited to 2 claims per User during any single Period of Cover and is limited to a maximum of 2 items of equipment per single Incident.
2. If there is a dispute, it will only be dealt with in the jurisdiction of the English courts or of the country within the United Kingdom in which the Customer's main residence is situated.
3. This cover only includes Equipment bought new with a valid invoice or receipt and used in the United Kingdom, the Isle of Man and the Channel Islands. Cover includes the use of the Equipment anywhere in the world up to a maximum of 90 days in total, in any single 12 month period. Any repairs or replacements must be carried out in the United Kingdom by the Company.
4. The Equipment must be less than 12 months old at the Start Date of the insurance (or up to 36 months of age only if a renewal of a previous iCare policy), with valid proof of purchase. All items must have been purchased as new from a United Kingdom VAT registered company and must be in full working order at the Start Date of this policy.
5. The Company may decide to change the terms and conditions of the Customer policy and or Customer premium. The Company will give the Customer 30 days prior written notice of any change. Only changes formally made by the Company and advised to the Customer in writing are accepted as terms under this policy. No other parties have any jurisdiction to change or agree any different terms. In the event of any claim being made, the Customer is responsible for the payment of any outstanding premium for that policy in the Period of Cover.
6. The Company may cancel the Customer policy at any time by giving the Customer 14 days prior written notice. If Company cancels the Customer policy, and they have not made any claim, and have paid the premium, then the Customer will be entitled to a pro rata refund. This means that a refund will be given for every complete month of the policy remaining from the date 30 days after the Customer receive the Company written notice of cancellation.
7. The Customer must take all Reasonable Precautions to prevent any loss or damage to the Equipment.
8. The Company will process the Customer claim under the terms and conditions of this cover based on the first reason notified to the Company for the claim. Please note that it may be necessary for the Company to contact the Customer airtime provider in order to validate the Customer claim.
9. The cover for the Customer Equipment applies to Customer as the person who purchased the policy to include the User and their immediate family.
10. The benefits of this policy cannot be transferred to someone else or to any other Equipment.

# Terms and Conditions

## **IN THE EVENT OF A CLAIM THE CUSTOMER MUST FOLLOW THE PROCEDURES IN THIS SECTION**

Register a claim with the Company via their online helpdesk: <http://helpdesk.albioncomputers.net>. The Customer must create a new account, and then submit an iCare claim request as soon as possible after any incident, which is likely to result in a claim under this policy.

2. Report the Theft of the customer mobile phone within 12 hours of discovery of the Theft, to the Customer airtime provider and instruct them to blacklist the Customer handset.
3. Report the Theft of the Customer Equipment to the police within 24 hours of discovery and obtain a crime reference number in relation to the Theft of the item, and a lost property number in relation to the loss of the item.
4. If the Company replace the Customer Equipment the ownership of the damaged or lost item is transferred to the Company once the Customer has received the Replacement Item that the Company has supplied. If the Equipment that the Customer has claimed for is returned or found the Customer must notify the Company in writing and send it to the Company if requested to do so by the Company.

## **CANCELLATION RIGHTS BY THE CUSTOMER**

1. Within 14 days of taking out the policy:

The Customer has 14 days to review the policy and consider its full terms. If the Customer is not totally happy with the policy and has not made a claim, give written notice to the Company requesting that the policy is cancelled and any monies paid will be refunded. The Company will then cancel your cover.

2. After 14 days of taking out the policy

After this 14 days period, if the Customer has not made a claim, it may cancel the cover at any time by informing the Company in writing.

3. The Company shall not be bound to accept renewal of any cover and may at any time cancel any cover document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to the Customer at the last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms & conditions.

4. Reimbursement following cancellation

Provided the premium has been paid in full the Customer will be entitled to a proportionate rebate of premium. The amount of reimbursement will be calculated based on:

- a) The amount (£) paid for the iCare service contract
- b) The unexpired cover period in months
- c) The cost (£) of service work delivered within the cover period before cancellation
- d) Limited to a maximum of 70% of the premium paid.



# Terms and Conditions

## **SHOULD THE CUSTOMER WANT TO MAKE A COMPLAINT THIS SECTION TELLS YOU HOW**

The Company realise that things can go wrong and there may be occasions when the Customer feels that the Company has not provided the service the Customer expected. When this happens the Company would like to hear about it so we can try to put things right. If the Customer should have cause for complaint it is important the Customer know that the Company are committed to providing the Customer with an exceptional level of service and customer care.

Complaints regarding claims should be in writing and addressed to:

The Managing Director  
Albion Computers PLC  
112 Strand  
London  
WC2R 0AG

Or please send an email to [support@albion.co.uk](mailto:support@albion.co.uk)

In all correspondence please state what cover is provided and quote scheme reference iCare.

The Company will acknowledge receipt of the Customer complaint within one working day and do our best to resolve the problem within 4 weeks. Please quote our policy reference in any communication to enable us to deal with matters as quickly as possible. If we cannot we will let the Customer know when an answer may be expected. The Company expect the majority of complaints will be quickly and satisfactorily resolved at this stage.