

# Dell | Services CompleteCare™ Accidental Damage and

## Theft

### *Cover Conditions*

### **Overview**

**This document gives details of three levels of Insurance Cover - Accidental Damage Cover; Theft Cover; and Multi Cover (both Accidental Damage and Theft Cover).**

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

1. only Accidental Damage Cover or
2. only Theft Cover or
3. both Accidental Damage and Theft Cover.

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

**This CompleteCare Contract (the "Contract") is underwritten by London General Insurance Company Limited, registered number 1865673, registered address Integra House, Vicarage Road, Egham, Surrey TW20 9JZ, 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. This insurance product is regulated by the Financial Services Authority.**

By accepting the CompleteCare Cover referenced on Your invoice, 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 (including without limitation, Dell's standard Key Customer Purchase Agreement) or, in the absence of such an agreement, Dell's standard invoice 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 invoice terms and conditions.

CompleteCare is only available for Dell-branded Products, but it is not necessary that You purchase CompleteCare cover to buy a product from Dell. Dell's invoice to You will indicate whether You purchased CompleteCare cover, and will serve as Your receipt. The Product will be tagged with a serial number (the "Service Tag") that will indicate Your purchase of CompleteCare Cover.

### **Cover Details**

#### **CompleteCare Accidental Damage**

**- applicable only where CompleteCare Accidental Damage Cover has been purchased and the relevant Premium paid, as indicated on Your Schedule.**

#### **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

If the Product is repaired it may be repaired with new or used parts from any manufacturer. Any replaced parts will have the same functionality as the original parts.

##### Replacement

If Our agent decides that the Product needs to be replaced, then the replacement product will be equivalent to, or better than, the original Product purchased from Dell.

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 Cover for any Accidental Damage incident occurring anywhere in the world, however,

- (i) If a repair is required, Your product will only be repaired in the following 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
- (ii) If a replacement is required, the replacement will only be delivered to one of the following 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

If You are traveling outside of these countries, and need to make a claim, You can contact either the country You purchased the Product from or the country in which You are traveling (as long as it is detailed above).

### Limits

**Claims are limited to three accepted Accidental Damage claims during the term of this Cover. Claims will cover hardware only.**

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## What is not covered

This Contract does not cover:

1. Accidental Damage to peripheral devices such as docking stations, external modems, game devices, game disks, secondary monitors, external mouse and external keyboards (for Notebooks or Mobile Workstations including when invoiced as part of a system order purchase), cases, or items classified as "accessories" or "consumables", including, but not limited to batteries, light bulbs, projector bulbs, disposable/replaceable print/ink cartridges, print or photo paper, memory disks, disposable memory devices, carrying cases, stylus pens, external speakers, any other parts/components requiring regular user maintenance and any other computer components not internal to the Product.
  2. Any defects in or damage (including without limitation virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Product, including without limitation Custom Factory Integration items. CompleteCare does not cover any software shipped with peripherals.
  3. Any damage to or defect in the Product that is cosmetic only or otherwise does not affect functionality of the Product, including but not limited to scratches and dents that do not materially impair Your use of the Product.
  4. Any damage caused as a result of wear and tear.
  5. Any Product that anyone other than Our Agent or a person We or Our Agent designate has tried to repair. Any repair or attempted repair on the Product by any party other than Us, Our Agent or someone designated by Us will result in termination of this Contract with no refund of premium due. We will not reimburse You for any repairs that You or another person make or attempt to make to the Product.
  6. Loss of the Product.
  7. Theft of the Product (unless CompleteCare Theft Cover has also been purchased as indicated on Your Schedule).
  8. Damage to the Product caused by fire from an external or internal source.
  9. Any damage that is intentionally caused. If We or Our Agent find evidence of intentional damage, We are not obligated to repair or replace the Product.
  10. Any Product that is damaged by acts of terrorism or war.
  11. 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 with any data recovery services under this Contract. However, if hard drive replacement is necessary, the then-current version of major application and operating system software You originally purchased from Dell will be reloaded at no charge to You.
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## How to Claim for Accidental Damage

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

**+44 (0) 870 908 0500**

### 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 Dell Product, on Your Dell invoice and on the front of Your Schedule document.

Once the technician has verified Your purchase of CompleteCare cover, 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. At Our Agent's discretion, they will either arrange for the shipment of a replacement part for You to install on Your Product or give You direction as to product shipment or pick-up. 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.

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## **Cover Details**

### **CompleteCare Theft**

**- applicable only where CompleteCare Theft Cover has been purchased and the relevant Premium paid, as indicated on Your Schedule.**

### **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 provide a replacement to You when You are located in one of these countries

#### **Limits**

**Benefits are limited to one accepted Theft claim during the term of the CompleteCare Theft Cover, which covers hardware only.**

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### **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 Theft other than Theft as a result of an Assault or Break-in by a Third Party.
3. Any Theft of accessories and consumable parts.
4. Theft, unless all reasonable precautions to prevent the Product from being stolen have been taken.
5. Theft of the Product when the Product has been given to a Third Party to look after or use.

6. 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.
  7. 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 entered and proof of such forcible detachment or entry is provided on making a claim.
  8. Any incident of Theft that is not reported to the police within 72 hours of the discovery of the incident.
  9. Replacement of the Product where the Product has been lost or misplaced even if as the result of a force majeure event (irresistible, unforeseeable and external event).
  10. Theft, where Theft has occurred due to (or which is attributable to) willful misconduct by You.
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## **How to Claim for Theft**

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

[www.completecare.eu.com](http://www.completecare.eu.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 Claims Department on**

**+44 (0) 207 949 0290**

When You call, an assessor will request certain information in order to verify Your purchase of Theft cover, and You will be sent a Claim Form for completion. **This can be returned by fax or post. To ensure Your claim is processed in the shortest possible time it is advised that You return all documentation by fax.**

### **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:
  - o Details of the stolen Product, including make, model and Service Tag Number – which is located on the back or underside of Your Dell Product, on Your Dell invoice and on the front of Your Schedule document.
  - o Detailed circumstances of the Theft
2. **Notify the Theft Claims Department** within 10 working days of the Theft occurring, and provide the following documents to the Theft Claims Department:
  - o A fully completed Claim Form. A Claim Form is available at [www.completecare.eu.com](http://www.completecare.eu.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.

**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: CompleteCare Accidental Damage Cover provides Accidental Damage cover, as detailed in the appropriate section of the Contract;

CompleteCare Theft Cover provides Theft cover, as detailed in the appropriate section of the Contract and for which the appropriate Premium has been paid.

**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 descendants 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. Authorised and regulated by the Financial Services Authority FRN 202689.

**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 agreement, 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 Customs and Excise for VAT.

### **CompleteCare Term and Renewal: Accidental Damage and Theft**

This Cover begins on the date You receive the Product from Dell or the date You purchase the Contract, whichever is the later, and expires at the end of the term stated on Your Schedule or upon settlement of Your third CompleteCare Accidental Damage claim or following one replacement of the Product under CompleteCare Theft, whichever occurs first. 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.

### **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:

CompleteCare Service Department  
London General Insurance Company Limited  
Integra House  
Vicarage Road  
Egham  
Surrey  
TW20 9JZ  
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 Our Agent's invoice terms, 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.

### **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.

### **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 agreement 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.

### **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**

If You have cause for complaint You should in the first instance contact either the Accidental Damage Claims Department (see section How to Claim for Accidental Damage) or the Theft Claims Department (see section How to

Claim for Theft) as appropriate. If the matter remains unresolved You may contact CompleteCare Service Department, London General Insurance Company Limited, Integra House, Vicarage Road, Egham, Surrey TW20 9JZ, United Kingdom. If You wish to have independent advice concerning Your complaint You may contact the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Following these procedures will not affect Your legal rights.

### **Underwriters**

This CompleteCare 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 Financial Services Compensation Scheme to ensure that a percentage of sums owed to Contract holders by an insurance company in liquidation is paid to those Contract holders if the company itself is unable to meet its liabilities in full. This compensation system is subject to restrictions and not all Contract holders are eligible. Further details are available on request.