

AIG Accidental Damage Policy



Your Accidental Damage policy is made up of this policy and your Services Certificate. Please read them carefully to make sure they give you the cover you want. If any of the information you gave us when you applied changes, contact your sales representative, your CSR or AOM at HP Operations.

This insurance is underwritten by AIG Europe Limited whose details can be found below.

The cover provided by this policy is additional to any other cover provided by HP as shown on the HP Limited Warranty Statement provided with your HP Product.

You can find a description of the services under this policy in your Evidence of Cover document online at: hp.com/ewfrf/wc/weInput?cc=us&lc=en.

Under this policy we agree to insure you according to the terms and conditions contained in this policy, subject to you paying the premium and complying with the conditions of the policy.

1 Demands and needs

This policy provides protection against insured events to your HP Product as identified in this policy document.

2 Definitions

Any word or expression which appears in bold type in this insurance policy is defined in this section and has the same meaning whenever it is used throughout this policy. Plural forms of the words defined have the same meaning as the singular form.

2.1 Accidental damage

Means accidental physical breakage, or failure of your covered equipment due to an unforeseen and unintentional event that causes physical damage to the covered equipment, which affects its functionality.

2.2 Covered equipment

Means the HP Product which is identified by the serial number shown on your Services Certificate.

2.3 Evidence of Cover document

Means the information that can be obtained under the 'Warranty Check' tool on the HP website, the link to which HP sends you via email when you purchase this policy, and which includes your insurance details and details of the covered equipment to which this policy applies.

2.4 HP

Means Hewlett-Packard entity identified in Section 9.2 who sells and administers this policy and handles claims on our behalf.

2.5 HP Product

Means the Hewlett-Packard hardware product as specified on your Services Certificate including all accessories supplied with the hardware and all HP supplied internal components such as memory and CD-ROM drives.

2.6 Insured event

Means accidental damage to your covered equipment which occurs during the period of insurance.

2.7 Period of insurance

Means the date your HP Product is delivered to you to the expiry date shown on your Services Certificate.

2.8 Policy

Means this insurance document setting out AIG's Accidental Damage terms and conditions, which in connection with the Services Certificate forms your legal contract of insurance.

2.9 Premium

Means the amount you agree to pay us in return for the entitlements and benefits under this policy. Your premium will include any applicable insurance tax payable.

2.10 Services Certificate

Means the sales summary document with the title 'HP Care Pack Services Certificate' which HP sends you by email when you place your order for this policy.

2.11 We/Us/Our

Means AIG Europe Limited and any agents appointed by us or acting on our behalf.

2.12 You/Your

Means the person or entity who purchases this policy as named in the Service Certificate and who legally owns or leases the covered equipment which will be located and operated in the United Kingdom, Channel Islands and Isle of Man.

3 Cover

3.1 Should the covered equipment be subject to an insured event we will either repair your covered equipment, or we may replace it with an HP product of at least similar specification if it cannot be repaired or if the cost of repair would exceed the replacement cost, subject to the terms, conditions and exclusions described below.

3.2 In the event of you making a claim under this policy, we will either:

3.2.1 repair the covered equipment using parts that are new or functionally equivalent to new in performance; or

3.2.2 replace the covered equipment with an HP product that is new or functionally equivalent to new in performance or, where such an HP product is not available, we will replace it with an HP product which is at least functionally equivalent to the original covered equipment, not exceeding the purchase price of the original covered equipment as shown on your proof of purchase. In the event of a replacement you will be required to return the original covered equipment to us in accordance with Section 6 "How to make a claim" and we will keep the original covered equipment.

3.3 We will return your covered equipment to you or provide a replacement in the configuration the covered equipment was originally supplied in, subject to applicable updates. We may install the latest software and operating system that is applicable to the HP product as part of a hardware service that will prevent the covered equipment from reverting to an earlier version. Third party applications installed on the covered equipment may not be compatible or work with the covered equipment as a result of the software and operating system update.

3.4 The limit of liability under this policy is the original purchase price of the covered equipment.

3.5 You may be required to provide proof of purchase or lease as a condition of receiving services under this policy.

4 Exclusions

This policy does not cover you for:

- 4.1** Any item that is not the covered equipment;
- 4.2** The provision of equipment while the covered equipment is being repaired;
- 4.3** External accessories which were not supplied with the covered equipment, such as mouse, keyboard and AC power lead;
- 4.4** Consumables including but not limited to customer replaceable laptop batteries and tablet PC pens;
- 4.5** Accessories purchased in addition to the covered equipment such as maintenance kits, carrying cases and other supplies such as jackets, cradles, docking stations and port replicators;
- 4.6** Damage to the covered equipment caused by:
 - 4.6.1** Abuse or misuse (this means taking reasonable care to ensure damage is not caused to the covered equipment); or
 - 4.6.2** Operation outside of the permitted or intended uses specified by the manufacturer; or
 - 4.6.3** Service or repairs (excluding software updates) performed by anyone who is not a representative of ours or HP; or
 - 4.6.4** Any virus, software or any mechanical or electrical failure that is not due to an insured event; or
 - 4.6.5** Use of media, supplies and other products not approved by the manufacturer; or
 - 4.6.6** Inadequate site conditions or maintenance by you; or
 - 4.6.7** Fire, water, power fluctuations, transportation by you, vehicle accidents or acts of nature.
- 4.7** Covered equipment with a serial number that has been altered, defaced or removed, or which has been modified to alter functionality or capability;
- 4.8** Covered equipment that has been lost or stolen;
- 4.9** Cosmetic damage to the covered equipment, including but not limited to scratches, dents and discolouration which do not affect functionality;
- 4.10** The cost of preventative maintenance, including but not limited to, routine servicing, inspection or cleaning of the covered equipment;
- 4.11** Damage caused to the covered equipment other than in the course of business use;
- 4.12** Defects caused by normal wear and tear and/or usage of the covered equipment;
- 4.13** Computer monitor screen imperfections, including 'burn-in' caused by normal use and operation of the covered equipment;
- 4.14** Damaged or defective LCD screens when the failure is caused by abuse;
- 4.15** Damage to the covered equipment or failure which is covered under the HP Limited Warranty Statement accompanying your HP Products, or manufacturer's recall, or factory bulletins;
- 4.16** Damage to the covered equipment that has already occurred prior to the purchase of this policy;
- 4.17** Assistance that involves application programming, isolation of coding errors, performance consulting, the provision of peripheral drivers or data recovery.

4.18 Payment of a claim (or provision of any other benefit) under this policy if we are prevented from doing so by any economic sanction which prohibits us or our parent company (or our parent company's ultimate controlling company) from providing cover under this policy.

Economic sanctions change from time to time and can include prohibiting the transfer of funds to a sanctioned country, freezing the assets of a government, the corporate entities and residents of a sanctioned country, or freezing the assets of specific individuals or corporate entities.

This means that if you are the subject of an economic sanction we may not be able to provide cover under the policy.

5 Conditions

To have the full protection of this policy, you must comply with the following conditions which apply to the whole policy. Failure to comply may result in your claim being denied or reduced. The extent of your failure to comply with the conditions may determine whether we deny any claim made under this policy or the amount that we pay you in the event of a claim.

The covered equipment must be either covered by the HP Limited Warranty provided with your HP product or a warranty extension service with coverage duration equal to or longer than this policy.

This Policy must be purchased within 30 days of the purchase of your HP product. You may be required to provide proof of purchase before you can receive services to your covered equipment under this Policy.

5.1 Policy claims limit

A maximum of one (1) HP product repair or replacement can be made per 12 month period under this policy during the period of insurance.

5.2 Premium payment

It is a condition of this policy that the premium has been paid in full before this policy is valid.

5.3 Your duty of care

You shall take all reasonable precautions to protect the covered equipment against an insured event and shall use and maintain the covered equipment in accordance with the manufacturer's instructions.

5.4 Territorial limits

Cover is provided for insured events occurring anywhere in the world. However, an HP product can only be repaired or replaced, picked up and delivered to you in the United Kingdom, Isle of Man, or Channel Islands.

5.5 Rights of Third Parties

Only you and we may enforce the terms of this policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply to this policy.

5.6 Language and Law

This policy and the Services Certificate will be written in English and all correspondence and communications with you will be conducted in English.

5.7 This Policy will be governed by English law and you and we agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless you reside in Scotland, Northern Ireland or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction.

5.8 Other insurance

If you have another insurance policy insuring the covered equipment in force at the time you make a claim under this policy, we agree to pay you irrespective and without regard to such other policy. However, if you choose to claim under another insurance policy, you should inform such insurers that you have made a claim under this policy. Such other policy shall not act to increase our liability or any amount we shall pay under this policy.

6 How to make a claim

6.1 You must report your claim as soon as possible either:

- by calling HP +44 207 949 0416
- or using the HP web portal hp.com/go/hpsc

HP will log the call and advise you of the Case ID.

Please have your policy number and covered equipment serial number to hand.

6.2 If requested by us, you must produce your Services Certificate for your covered equipment in order to validate that your HP product is covered equipment.

6.3 We will provide a repair or replacement in line with Section 3.1 on page 2.

6.4 It may be necessary for us to change the method set out above by which we provide the repair or replacement service to you and your covered equipment's eligibility to receive a particular method of service. If this happens we will contact you to let you know about such changes.

When making a claim under this policy, you must comply with the following:

6.5.1 You must provide your policy number and a copy of your Services Certificate, if requested;

6.5.2 You must provide information about the symptoms and causes of the damage caused to the covered equipment;

6.5.3 You must respond to requests for information, including but not limited to the covered equipment serial number, model, version of the operating system and software installed, any peripheral devices connected or installed on the covered equipment, any error messages displayed, actions taken before the covered equipment experienced the issue and steps taken to resolve the issue;

6.5.4 You are responsible for the security of your own proprietary and confidential information and for maintaining a procedure external to the HP Product for reconstruction of lost or altered files, data or programs. You should remove any accessories or non-qualified products connected to or installed in the covered equipment. Neither HP nor we will be responsible for any loss of software or data residing on the covered equipment;

6.5.5 You will be responsible for reinstalling all other software programs, data and passwords;

6.5.6 You will make all reasonable efforts to cooperate with us in resolving problems remotely, executing self-tests or diagnostic programs, providing all necessary information, and performing basic remedial activities upon our request;

6.5.7 You are responsible for all telecommunications charges associated with the provision of telephone and remote service;

6.5.8 You are responsible for the compatibility of non-supported products, accessories and devices with the HP Product; and

6.5.9 You must notify us if the covered product is used in an environment that poses a potential health hazard to our authorised representatives.

7 Cancellation and Complaints

7.1 You may not cancel this policy once you have accepted delivery of the Covered Equipment.

7.2 If you wish to cancel this policy before you have accepted delivery of the Covered Equipment please contact your CSR or AOM.

7.3 Complaints

We believe you deserve a courteous, fair and prompt service. If there is any occasion when our service does not meet your expectations please contact us using the appropriate contact details below, providing the Policy/Claim Number and the name of the Policyholder/Insured Person to help us deal with your comments quickly.

Claims, policy administration and claims handling related complaints:

Call the HP call centre on +44 207 949 0416 and ask to log a complaint. The call centre agent will route the complaint to the Complaint Resolution Team (CRT) who will find a solution and call you back.

Terms & Conditions and policy wording complaints:

Write to Service Programmes Department, AIG Europe Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

Telephone: +44 (0) 207 063 5533

Facsimile: +44 (0) 207 954 7001

Email: PL.referrals@aig.com

Online: aig.co.uk and select "Feedback & Complaints"

We will acknowledge the complaint within 5 business days of receiving it, keep you informed of progress and do our best to resolve matters to your satisfaction within 8 weeks. If we are unable to do this you may be entitled to refer the complaint to the Financial Ombudsman Service (FOS) who will review your case. We will provide full details of how to do this when we provide our final response letter addressing the issues raised.

The FOS may not be able to consider a complaint if the complainant:

- Has not provided us with the opportunity to resolve the complaint, or
- Is a business with more than 10 employees and a group annual turnover of more than €2 million; or
- Is a trustee of a trust with a net asset value of more than £1 million or;
- Is a charity with an annual income of more than £1 million.

The FOS can be contacted at:

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

Telephone: 0800 023 4567

(free for people phoning from a "fixed line", i.e. a landline at home)

0300 123 9123

(free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

Email: complaint.info@financial-ombudsman.org.uk

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

8 Deception, fraud and illegal use

8.1 If any claim is found to be fraudulent, or if you give misleading information when making a claim, the claim will be declined and you will forfeit all entitlements and benefits under this policy. No refund of premium will be allowed and we may inform the police or other regulatory bodies in these circumstances.

8.2 This policy may be immediately voidable by us in the event that covered equipment that would be otherwise covered under the terms of this policy is used wholly or partly in the course of criminal activity or to facilitate or enable any criminal act to take place.

9 General Information

9.1 This insurance is underwritten by AIG Europe Limited which is authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference number 202628). This information can be checked by visiting the Financial Services Register online ([fsa.gov.uk/register](https://www.fsa.gov.uk/register)). Registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

9.2 This policy is sold and administered by Hewlett-Packard Inc. UK Limited whose registered office is at Amen Corner, Cain Road, Bracknell, Berkshire RG12 1HN.

9.3 HP and their agents provide claims handling services on behalf of AIG Europe Limited.

10 How we use Personal Information

10.1 We are committed to protecting the privacy of customers, claimants and other business contacts.

10.2 "Personal Information" identifies and relates to you or other individuals (e.g. your dependants). By providing Personal Information you give permission for its use as described below. If you provide Personal Information about another individual, you confirm that you are authorised to provide it for use as described below.

10.3 The types of Personal Information we may collect and why

Depending on our relationship with you, Personal Information collected may include: identification and contact information and any other Personal Information provided by you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and complaints
- Management and audit of our business operations
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside your country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes

10.4 Sharing of Personal Information

For the above purposes, Personal Information may be shared with HP, our group companies and certain third party service providers. Personal Information will be shared with other third parties (including government authorities) if required by law. Personal Information may be recorded on claims registers shared with other insurers. We may search these registers to detect and prevent fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

10.5 International transfer

Due to the global nature of our business Personal Information may be transferred to parties located in other countries, including the United States and other countries with different data protection laws than in your country of residence.

10.6 Security and retention of Personal Information

Appropriate legal and security measures are used to protect Personal Information. Our service providers are also selected carefully and required to use appropriate protective measures. Personal Information will be retained for the period necessary to fulfil the purposes described above.

10.7 Requests or questions

To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please e-mail: DataProtectionOfficer@aig.com or write to Data Protection Officer, Legal Department, AIG Europe Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

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