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Campus Block Halls Policy wording

# **Your Campus Block Halls Possessions Policy**

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# YOUR POSSESSIONS POLICY

This document forms part of **your possessions policy** and should be read in conjunction with **your schedule. Your schedule** indicates the **sum insured** for **personal possessions** with any optional covers chosen. **Your** policy tells **you** exactly what is and what is not covered and how **we** will settle claims and other important information.

#### **COVER PROVIDED**

**You** need to be aware that all contracts of insurance are subject to certain exclusions and conditions. It is therefore essential that **you** are fully aware of what is and what is not covered. **We** have set out 'what is covered' to the left of each page and 'what is not covered' to the right. **We** have listed words with special meanings under 'definitions' on pages 4-7; they are printed in **bold type** whenever they appear in the policy.

There are some general exclusions which apply to all sections of your policy and we have listed these on pages 49 & 50.

There are conditions of the insurance that **you** will need to meet as **your** part of this contract. The conditions set out when **we** would cancel **your** policy (page 48) and when **you** must tell **us** of a change of address (page 49). Please take the opportunity to read the Policy Conditions.

#### SECTIONS OF YOUR POLICY WHICH APPLY TO YOU

The sections, which apply to you, are shown on your schedule. Your schedule indicates the sum insured for personal possessions, specified Items and computer equipment together with any optional covers chosen and additional special terms which may apply.

You must read your possessions policy, schedule and any endorsements together to ensure that the cover meets your requirements and that the details are correct. If they are not you MUST contact us immediately. Your possessions policy schedule and any endorsements are the basis of the contract between you and us - please keep them in a safe place.

#### **INSURERS**

This Campus block halls policy has been arranged on behalf of Cover4students.com.

Cover4students.com is a trading style of UK & Ireland Insurance Services (Online) Limited. UK & Ireland Insurance Services (Online) Limited is authorised & regulated by the Financial Conduct Authority. Firm Number: 312248. This can be checked by visiting the FCA's website at www.fca.org.uk.

For cover sections 1 - 5 and 7 - 24, this insurance is underwritten by Lloyd's Syndicate 4444 which is managed by managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited is a managing agent at Lloyd's which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Firm Reference Number 204847. Canopius Managing Agents Limited is registered in England & Wales number 01514453. Registered office: Gallery 9, One Lime Street, London, EC3M 7HA.

For cover section 6 only, this insurance is administered by Legal Insurance Management Limited, arranged by UK & Ireland Insurance Services (Online) Limited & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Legal Insurance Management Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

For cover section 25 only, this insurance is underwritten by White Horse Insurance Ireland dac. Registered Office: First Floor, Rineanna House, Shannon Free Zone, Shannon, County Clare, Republic of Ireland. White Horse Insurance Ireland dac is authorised and regulated by the Central Bank of Ireland. This can be checked with the Central Bank of Ireland by visiting their website www.centralbank.ie.

# **GOVERNING LAW**

This contract is subject to English law unless both parties agree otherwise. This contract is written in English and all communications about it will be conducted in English.

# **CANCELLATION**

We hope that **you** are happy with the cover this policy provides. However, if after reading this certificate, this insurance does not meet with **your** requirements, please return it to UK & Ireland Insurance Services (Online) Limited within 14 (fourteen) days of issue **we** will refund **your** premium in full.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to **the insured** at his last known address. Provided the premium has been paid in full, **the insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance minus a £10 administration charge except where:

• The notification of cancellation is received by us less than 4 months prior to the expiry date of the policy in which case no refund will be made.

- Your premium is £40 or less in total in which case no refund will be made.
- · You have claimed during the insurance period.

# **SEVERAL LIABILITY**

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

#### **GUIDANCE WHEN MAKING A CLAIM**

#### **Claim Notification**

Conditions that apply to the policy and in the event of a claim are set out in **your** policy booklet. It is important that **you** comply with all policy conditions and **you** should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as possible although there are some situations where immediate notice is required. Further guidance is contained in the policy booklet.

Claims conditions require **you** to provide **us** with any assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- Your name, address, and your home and mobile telephone numbers
- · Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on policy liability and claim value. **We** may however request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements or utility bills
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

Sometimes **we**, or someone acting on **our** behalf, may wish to meet with **you** discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

#### **Preferred Suppliers**

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where **we** can offer repair or replacement through a preferred supplier but **we** agree to pay **our** customer a cash settlement, then payment will normally not exceed the amount **we** would have paid **our** preferred supplier.

Any word defined below will have the same meaning wherever it is shown in **your** policy in **bold print. We** have listed the definitions in alphabetical order.

DESCRIPTION	EXCLUSIONS		
Accident / Accidental This means a sudden, unexpected unusual specific event, which occurs at a definable time and place.			
All Risks Anywhere within the United Kingdom.			
Bodily Injury Is sustained by the insured person during the period of insurance is caused by an accident and occasions the disablement of the insured person within twelve calendar months from the date of the accident.			
College / University The university or college at which you are a full time student.			
College / University Term The weeks of full college / university academic activity as published by your college / university.			
Computer Equipment  Desktop computer equipment, laptop & portable computers.			
Credit Card(s) Credit, cheque, charge and cash dispenser cards all belonging to you solely for private use.			
Desktop Computer Equipment Your monitor, hard drive, mouse, keyboard, printer, and accessories up to £150 in total including preloaded computer software.	<ul> <li>Equipment used for business purposes.</li> <li>Loss or erasure of, or any damage, distortion or corruption to records, data programs and software.</li> <li>Indirect loss of any kind.</li> <li>Laptop &amp; portable computers.</li> </ul>		
<b>Disablement</b> Means physical incapacity that entirely prevents <b>you</b> from attending to major duties of <b>your</b> own studies.			
<b>Doctor</b> A registered Medical Practitioner in the <b>United Kingdom</b> or any other physician acceptable to <b>us</b> .			
Endorsement A change of your details or cover which appears on your schedule and forms part of your possessions policy.			
Excess The first part of any claim you must pay. If claims are made under two or more sections for loss or damage resulting from the same cause at the same time only one excess will be deducted from the total amount of the claim payment. In this case the highest excess will apply.			
Forcible and Violent Entry Forcible and violent entry or exit to or from your accommodation, which is evident by damage to the building at the point of entry/exit.			
Heave Upward and/or lateral movement of the site on which the insured address stands caused by swelling of the ground.			

Any word defined below will have the same meaning wherever it is shown in **your** policy in **bold print. We** have listed the definitions in alphabetical order.

DESCRIPTION	EXCLUSIONS		
Insured Address The room or rooms occupied by you at the address stated on your schedule.			
Landslip or Landslide Downward movement of sloping ground			
Laptop & Portable Computers Includes all small hand held or Lap held computers defined as but not limited to laptop, palmtop, PDA's or tablets.	<ul><li>Desktop computer equipment.</li><li>Games consoles.</li></ul>		
Money Coins or bank notes in current circulation, cheques, traveller's cheques or banker's drafts. Postal or money orders gift vouchers current postage stamps that are not part of a stamp collection. Saving certificates, premium bonds or saving stamps. Luncheon vouchers, trading stamps, telephone cards, current travel or other tickets with a fixed monetary value all belonging to you.	<ul> <li>Securities, promotional vouchers, lottery and raffle tickets and Air Miles vouchers.</li> <li>Money used or held for business purposes.</li> </ul>		
Occupied The insured address is left unoccupied for no more than 30 consecutive days.			
Off Campus Privately rented accommodation.			
Period of Insurance As shown in your schedule.			
Personal Possessions All household goods and clothing belonging to you or household goods rented to you for which you are legally responsible under a written agreement making you responsible for insuring them.	<ul> <li>Caravans, boats, motor vehicles, trailers, vessels, aircraft, surf &amp; sailboards and their respective parts or accessories.</li> <li>Mobile phones their accessories and related costs.</li> <li>Securities or documents of any kind.</li> <li>Living creatures.</li> <li>Personal possessions used for business purposes.</li> <li>Pedal cycles and accessories.</li> <li>Property more specifically insured by this or another policy.</li> <li>Desktop computer equipment and accessories.</li> <li>Laptop &amp; portable computers and accessories.</li> <li>Contact Lenses.</li> <li>Money and credit cards.</li> <li>Musical Instrument(s) and accessories</li> </ul>		
Possessions Policy This comprises your policy booklet, your schedule and any endorsements.			

Any word defined below will have the same meaning wherever it is shown in **your** policy in **bold print. We** have listed the definitions in alphabetical order.

DESCRIPTION	EXCLUSIONS
Pre-existing medical condition  Any condition, injury, illness, disease or related conditions and/or associated symptoms, whether diagnosed or not, which in the 12 month period immediately prior to the start of insurance:  • you knew about, or should reasonably have known about, or  • you had seen, or arranged to see, a doctor about.	
Replacement Value The cost of replacing items as new, except for clothing, household linen, rented household goods and college/university property on loan, where a deduction is made for wear and tear.	
Schedule The document detailing the sections of your possessions policy, which states your sums insured and any special terms and conditions, which may apply.	
Sickness Means your sickness, which declares itself during the period of insurance and causes your disablement within twelve months of declaring itself.	
Single Article Limit The limit that applies to any individual item insured.	
Subsidence Downward movement of the site on which the insured address stands by a cause other than the weight of the buildings themselves.	
Sum Insured The amount stated for each section of cover as shown in your schedule or notified to you at renewal.	
United Kingdom England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.	
Unoccupied Where you have not stayed in the insured address for 30 consecutive days or more prior to a loss being discovered.	
Vacation Those periods between the end and the beginning of published college/university terms.	
Valuables Any article of gold, silver or other precious metal, jewellery, pearls or gemstones. Watches or clocks. Works of art, pictures and curios. Collections of stamps, coins, bank notes or metals. Furs or leather Jackets.	

Any word defined below will have the same meaning wherever it is shown in **your** policy in **bold print. We** have listed the definitions in alphabetical order.

# **DESCRIPTION**

# **EXCLUSIONS**

#### We / Us / Our

For cover sections 1 - 5 and 7 - 24, this insurance is underwritten 100% by Lloyd's Syndicate 4444. Lloyd's Syndicate 4444 is managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and is regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Canopius Managing Agents Limited's registered office is Gallery 9, One Lime Street, London EC3M 7HA. Registered Number: 01514453.

For cover section 6 only, this insurance is administered by Legal Insurance Management Limited, arranged by UK & Ireland Insurance Services (Online) Limited & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Legal Insurance Management Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

For cover section 25 only, this insurance is underwritten by White Horse Insurance Ireland dac. Registered Office: First Floor, Rineanna House, Shannon Free Zone, Shannon, County Clare, Republic of Ireland. White Horse Insurance Ireland dac is authorised and regulated by the Central Bank of Ireland. This can be checked with the Central Bank of Ireland by visiting their website www.centralbank.ie.

#### You / Your / The Insured

The person named as the policyholder in **your schedule**.

# **SECTION 1: PERSONAL POSSESSIONS WITHIN THE INSURED ADDRESS**

Your schedule will show whether you have cover under this section and the sum insured and specified items applicable.

WHAT IS COVERED	WHAT IS NOT COVERED		
We will pay for loss or damage to your personal possessions by the following causes, whilst they are in the insured address during college / university term and during vacations when the insured address is occupied.	The excess shown in your schedule.  Any amount above the sum insured stated on your schedule for Personal Possessions Within The Insured Address.		
Fire.	Loss or damage caused by scorching without a fire actually starting.		
Explosion, lightning, or earthquake.			
Smoke.	<ul> <li>Loss or damage caused by smog, agricultural or industrial operations or anything, which happens gradually.</li> </ul>		
Storm or flood.	<ul> <li>Loss or damage caused by dampness or condensation.</li> <li>Loss or damage to <b>personal possessions</b> left in the open.</li> </ul>		
Subsidence or heave of the site on which the insured address stands or landslip or landslide.	<ul> <li>Loss or damage caused by coastal or river erosion.</li> <li>Loss or damage caused by bedding down of new structures or settlement of newly made up ground.</li> <li>Loss or damage caused by the action of chemicals on or the reaction of chemicals with any materials, which form part of the insured address.</li> <li>Any claim for which compensation is provided by another source.</li> <li>Loss or damage resulting from demolition or structural repairs or alterations to the insured address.</li> <li>Loss or damage caused because solid floors have moved unless the foundations of the outside walls are damaged at the same time and by the same cause.</li> <li>Loss or damage caused by or from faulty workmanship or materials or poor or faulty design.</li> </ul>		
<ul> <li>Escape of oil from any fixed domestic heating installation.</li> <li>Escape of water from any washing machine, dishwasher, refrigerator or freezer, fixed domestic water or heating installation or fixed fish tank.</li> </ul>	<ul> <li>Loss or damage</li> <li>Occurring when the insured address is unoccupied.</li> <li>To the component or appliance from which the water or oil escapes.</li> </ul>		
Theft or attempted theft.	<ul> <li>Theft from an unattended motor vehicle.</li> <li>Loss or damage caused by you or anyone who lives with you.</li> <li>Loss or damage occurring when the insured address is unoccupied unless shown on your schedule.</li> </ul>		
Impact within the <b>insured address</b> involving a vehicle, train or animal.	<ul><li>Damage caused by</li><li>Domestic pets for which <b>you</b> are responsible;</li><li>Insects or vermin.</li></ul>		
Impact within the <b>insured address</b> involving an aircraft or aerial device or anything falling from them.			

# SECTION 1: PERSONAL POSSESSIONS WITHIN THE INSURED ADDRESS (continued)

Your schedule will show whether you have cover under this section and the sum insured and specified items applicable.

# WHAT IS COVERED

# WHAT IS NOT COVERED

Possessions temporarily away from the insured address We will pay for loss of or damage to your personal possessions by an insured event while temporarily removed from the insured address to:

- Your permanent home address.
- Any occupied private dwelling.
- Any other building where you are temporarily residing.
- The maximum amount payable is £500 unless your personal possessions are in your permanent home address in which case cover is as shown in your schedule.
- Any loss resulting from theft unless following forcible and violent entry except in your permanent home address
- Any loss or damage occurring outside the United Kingdom.
- The excess shown in your schedule.
- Loss or damage while your personal possessions are in storage.
- Anything under 'what is not covered' paragraphs for any other cause.

# Transit at the beginning and end of a college/university term

We will pay for loss of or damage to your personal possessions by an insured event while in direct and undiverted transit for the sole purpose of moving between the insured address and the permanent home address at the beginning and end of each college/university term.

- Theft from any private motor vehicle whilst left unattended unless at a designated service station.
- Theft while contents' are left unattended unless securely locked away from view.
- The maximum amount payable is £500 for any single carrying device and its contents.
- Any theft where the contents are not stored in a locked boot, or concealed from sight in the glove compartment or luggage section of the vehicle.
- Any loss occurring outside the United Kingdom.
- The excess shown in your schedule.
- Loss or damage to china, glass or pottery.
- Loss or damage while your personal possessions are in storage or being moved to or from storage.
- Loss or damage caused by damp, vermin or fungus.

# Liability for rented household goods

**We** will pay for all sums, which **you** become legally liable to pay following loss or damage by an insured event to household goods (other than telephones) rented under the terms of a formal rental agreement while in the **insured** address.

- Any loss unless you are named as the party responsible for the rented goods on the rental agreement with the company concerned.
- Any claim in excess of that stated on a 'written down valuation' acceptable to us and supplied from the central accounts office of the rental company concerned.
- Any liability assumed by you for any part of a third party's contractual liability whether based upon contribution towards rent or otherwise.
- Any loss or damage occurring away from the insured address.
- Any loss unless supported by the original rental agreement.
- The excess shown in your schedule.

### SECTION 1A: REPLACEMENT LOCKS AND KEYS

Cover only applies if shown in your schedule

# **WHAT IS COVERED**

# WHAT IS NOT COVERED

**We** will pay up to the amount shown in **your schedule** for the cost of replacing keys and locks to an external door at the **insured address** following damage resulting from burglary.

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Replacement Locks & Keys.

# SECTION 1B: FOOD SPOILAGE: FAILURE OF FRIDGE / FREEZER

Cover only applies if shown in your schedule

# WHAT IS COVERED

# WHAT IS NOT COVERED

**We** will pay up to the amount shown in **your schedule** for deterioration of refrigerated/frozen foods belonging solely to **you** in the domestic deep freezer and/or domestic refrigerator in **your insured address** or in the kitchen area allocated to **you**, caused by:

- A rise or fall in temperature;
- Contamination through escape of refrigerant or fumes;
- Accidental failure of the electricity or gas supply.
- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Food Spoilage: Failure Of Fridge / Freezer.
- Losses occurring:
  - Due to the deliberate act of the supply authority.
  - If the compressor is more than 12 years old.
  - After your insured address has been unoccupied for more than 30 consecutive days.

# SECTION 1C: DAMAGE TO CLOTHING: FAILURE OF LAUNDRY EQUIPMENT

Cover only applies if shown in your schedule

# WHAT IS COVERED

# WHAT IS NOT COVERED

We will pay up to the amount shown in your schedule for damage to your clothing caused by malfunction of the laundry equipment supplied by the college/university or their contractors.

- The excess shown in your schedule.
- Any amount above the **sum insured** stated on **your schedule** for Damage To Clothing: Failure Of Laundry Equipment.
- No cover applies due to operator error.
- Damage caused by any laundry equipment not supplied by the college/university or their contractors.

# **SECTION 2A: DESKTOP COMPUTER EQUIPMENT | ROOM ONLY**

Cover only applies if shown in your schedule

# **WHAT IS COVERED**

# WHAT IS NOT COVERED

We will pay up to the amount shown in your schedule for loss of or damage to your desktop computer equipment caused by any of the insured events listed under section one whilst in the insured address during college/university term and during vacations when the insured address is occupied.

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Desktop Computer Equipment | Room Only.
- The cost of replacing data and software, which has not been purchased commercially.
- Loss or damage caused by or arising from:
  - Wear and tear, depreciation or any gradually operating cause.
  - Faulty design or workmanship or the use of faulty materials.
  - Moths, insects, parasites, beetle or vermin.
  - Corrosion, fungus, mildew or rot.
  - Atmospheric or climatic conditions, frost or the action of light.
  - Mechanical or electrical breakdown or derangement or use contrary to the manufacturer's instructions.
  - Any process of dyeing, cleaning, drying, painting, washing, repair, alteration, maintenance, decoration, restoration or dismantling.
- Property used for business purposes.
- Depreciation in value, indirect loss or property more specifically insured by this or any other insurance.
- Loss or damage by any heating process.
- Loss or damage occurring in the insured address during vacations except where:
  - The insured address is occupied.
  - The **insured address** is a hall of residence.
- Customs or other official body confiscating your belongings.
- Loss or damage caused by pets.

# **SECTION 2B: COMPUTER EQUIPMENT | ROOM ONLY**

Cover only applies if shown in your schedule

# WHAT IS COVERED

# We will pay up to the amount shown in your schedule for loss of or damage to your computer equipment caused by any of the insured events listed under section one whilst in the insured address during college/university term and during vacations when the insured address is occupied.

# WHAT IS NOT COVERED

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Computer Equipment | Room Only.
- The cost of replacing data and software, which has not been purchased commercially.
- Loss or damage caused by or arising from:
  - Wear and tear, depreciation or any gradually operating cause.
  - Faulty design or workmanship or the use of faulty materials.
  - Moths, insects, parasites, beetle or vermin.
  - Corrosion, fungus, mildew or rot.
  - Atmospheric or climatic conditions, frost or the action of light.
  - Mechanical or electrical breakdown or derangement or use contrary to the manufacturer's instructions.
  - Any process of dyeing, cleaning, drying, painting, washing, repair, alteration, maintenance, decoration, restoration or dismantling.
- Property used for business purposes.
- Depreciation in value, indirect loss or property more specifically insured by this or any other insurance.
- Loss or damage by any heating process.
- Loss or damage occurring in the insured address during vacations except where:
  - The insured address is occupied.
  - The **insured address** is a hall of residence.
- Customs or other official body confiscating your belongings.
- Loss or damage caused by pets.

#### **SECTION 3: VACATION COVER**

Cover only applies if shown in your schedule

# **WHAT IS COVERED**

# We will pay up to the amount shown in your schedule for loss or damage to your personal possessions and pedal cycles (if shown in your schedule) in the insured address during vacation when unoccupied.

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Vacation Cover.
- Theft not involving forcible and violent entry.

# **SECTION 4: COURSE FEES & RENTAL PROTECTION**

Cover only applies if shown in your schedule

# WHAT IS COVERED

We will pay up to the **sum insured** selected and shown in **your schedule** in any one **period of insurance** in respect of:

- the pro-rata reimbursement of course fees (which are non-refundable), and/or
- the pro-rata reimbursement of rent paid in advance or due under a signed Rental Agreement, subject to a 14 day deferred period:

### if, during the period of insurance

- a) you become temporarily totally disabled as a result of sickness or accidental bodily injury which results in your disablement and you are unable to remain in your rented accommodation, or
- b) in the event of your death, or
- c) your college/university is unable to honour their obligations in respect of the course fees you have paid in advance.

#### **Conditions**

- We will require a Doctor's Certificate or letter confirming the accident / sickness from a practising qualified medical practitioner in the UK. Such Certificate/letter to be obtained at your own expense.
- In the event of a claim, a medical advisor(s) appointed by us shall be allowed as often as may be deemed necessary to examine you.
- In the event of de-registration from the course of study you must notify the educational establishment and accommodation provider of the withdrawal as soon as reasonably possible.

# WHAT IS NOT COVERED

- The excess shown in your schedule.
- Any claim arising relating to a College/University that has not achieved Highly Trusted Status (HTS) on the UKVI Tier 4 Sponsor list prior to purchasing this policy.
- More than the sum insured chosen for Course Fees & Rental Protection applicable to the period of insurance and for any fees relating to a previous period of insurance.
- Any claim arising from a pre-existing medical condition.
- No cover shall be in force for the first 14 days (the deferred period).
- Any amounts recoverable from elsewhere or if the student is released from their obligations by the educational establishment or accommodation provider.
- Any claim for Residential Fees unless suitable tenancy agreement is provided evidencing your legal liability for payment of Residential Fees.
- Any claim directly or indirectly consequent upon or contributed to by:
  - a) Your neurosis, psychoneurosis, psychopathic, or mental diseases or disorders of any type.
  - Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex however the syndrome has been acquired or may be named.
  - Your committing, or attempting to commit suicide or intentional self-inflicted injury.
  - d) Your deliberate exposure to exceptional danger except in an attempt to save human life.
  - e) Your own criminal act.
  - f) You being under the influence of alcohol.
  - g) You being a wholly or partly under the influence of drugs other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner, but not for the treatment of drug addiction.
  - You being engaged in winter sports, mountaineering, racing or any form of operational duties as a member of the armed forces or Territorial Army.
  - You engaging in aviation except when travelling by air as a paying passenger.
  - You engaging in parachute jumping, bungee jumping or free fall jumping, skin-diving involving breathing apparatus, potholing, hang-gliding or participating in any dangerous sports other than as part of the course of study.'
- Any claim if you are under 16 or over 75 years of age (except where prior agreement has been made).

# **SECTION 5: CRIMINAL ASSAULT**

Cover only applies if shown in your schedule

# **WHAT IS COVERED**

# We will pay up to the amount shown in your schedule in any one period of insurance in respect of cost necessarily incurred by you as a direct result of a criminal assault.

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Criminal Assault.
- Any incident not notified to the police within 24 hours and recorded as a criminal assault.

#### IMPORTANT POLICY INFORMATION

# **SECTION 6: LEGAL EXPENSES**

Cover only applies if shown in **your schedule**.

#### **Definitions**

Any word defined below will have the same meaning wherever it is shown in this section of **your** policy in italics. We have listed the definitions in alphabetical order.

#### Agent

The Agent appointed by the Coverholder to transact this Insurance with you.

#### Authorised Professional

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by *us* under the terms and conditions of this policy to represent **your** or an *insured person's* interests.

#### Claim Limit

The amount we will pay in respect of any one claim and the total amount payable within any one period of insurance as shown in your schedule.

#### Court

A court, tribunal or other competent authority.

#### **Event**

The initial *event*, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for *professional fees* and/or payment of benefit under this policy.

#### Home

Your principal private dwelling house as defined for the purposes of qualifying for exemption from Capital Gains Tax.

#### Insured Person

- a) You.
- b) The husband or wife of **you**, or **your** partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates.
- c) Your children and parents, normally resident in the home.

#### Legal Proceedings

When formal legal proceedings are issued against an opponent in a Court of Law.

### Period of Insurance

The period of insurance shown in your schedule.

# Professional Fees

Legal and accountancy fees and costs including disbursements properly incurred by the *authorised professional*, with *our* prior written authority including costs incurred by another party for which **you** are made liable by Court Order, or may pay with *our* consent in pursuit of a civil claim in the *territorial limits* arising from an insured *event*. *Professional fees* will include VAT where it cannot be recovered.

#### Prospects of Success

At least a 51% chance of the *insured person* achieving a favourable outcome subject to the *professional fees* being deemed proportionate to the full extent of any potential claim under this policy.

#### Standard Professional Fees

The level of professional fees that would normally be incurred by us in using a nominated authorised professional of our choice.

#### Territorial Limits

The United Kingdom.

#### Time of Occurrence

Civil Cases - when the event occurred or commenced whichever is the earlier.

Criminal Cases - when **you** or an *insured person* commenced or is alleged to have commenced to violate the criminal law in question.

### We, Us, Our

UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

# **SECTION 6: LEGAL EXPENSES**

Cover only applies if shown in your schedule

# WHAT IS COVERED

# WHAT IS NOT COVERED

#### **Personal Injury**

Pursuing a civil claim for damages in respect of the injury or death of an *insured person* caused by negligence.

- Any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products).
- Any claim arising from a stress or psychological related condition
- Any claim relating to the extended use of artificial tanning equipment.
- A claim falling within the Small Claims Track limits.
- Anything which is excluded under the "General Exclusions – Legal expenses section only" on page 16 & 17

#### **Consumer Disputes**

Pursuing or defending claims arising out of a contract entered into by or on behalf of an *insured person* for:-

- 1. Obtaining services.
- 2. The purchase, hire, hire–purchase or sale of any personal goods.

#### **Claims within Small Claims Court Limits**

The payment of appropriate experts and *court* fees together with assistance provided by *our* own in-house legal advisors to construct **your** case provided that the value of the goods or services in dispute or the total instalments due at the time of making the claim is greater than £100.

#### **Claims above Small Claims Court Limits**

The payment of *professional fees* incurred by the Appointed Representative appointed by *us*.

- Any contract entered into by an insured person in connection with a profession, business or trade other than for their contract for full-time employment, but only if employment disputes are covered by this policy.
- Any contract where the dispute arises within the first 90 days of the first period of insurance unless you can provide evidence that you had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover.
- Any contract under which a sum of money was due and payable more than 180 days before the claim was reported.
- Any contract relating to any work carried out, in, on or for the benefit of land or buildings other than the home.
- Any contract of insurance in so far as the dispute is solely in respect of the sum of money or other compensation payable under such contract.
- Any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings.
- Any dispute with local or government authorities.
- Anything which is excluded under the "General Exclusions – Legal expenses section only" on page 16 & 17

# **Employment**

A dispute with an *insured person's* employer for compensation or reinstatement or re-engagement on the grounds of unfair dismissal or unfair selection for redundancy.

- Situations where the dispute arises within the first 90 days
  of the first period of insurance unless you can provide
  evidence that you had equivalent cover immediately prior
  to the original inception of this policy without a break in
  the period of cover.
- Anything which is excluded under the "General Exclusions – Legal expenses section only" on page 16 & 17.

# **SECTION 6: LEGAL EXPENSES**

Cover only applies if shown in your schedule

# WHAT IS COVERED

#### **Criminal Prosecution Defence**

Professional fees incurred in the defence of criminal legal proceedings brought against an insured person as a result or any act or omission or alleged act or omission, including:-

#### a) Police Station Representation

Professional fees incurred in representing an insured person at a Police Station where they are being interviewed under caution in relation to an alleged criminal act.

#### b) Magistrates' Court Representation

Professional fees incurred in representing an insured person at a Magistrates' Court.

# c) Crown Court Representation

A sum equal to any assessed income based contribution payable by the *insured person* towards *professional fees* incurred under the Crown Court Means Testing scheme.

# WHAT IS NOT COVERED

- The defence of any offence of violence, or deliberate and wilful criminal acts or omissions.
- Any matter where the *authorised professional* assesses that reasonable prospects of success do not exist.
- Any offence relating to a motor bike / vehicle.
- Professional fees required to be paid by an insured person in excess of the pre-conviction assessed income based contribution under the Crown Court Means Testing scheme following conviction.
- Assessed income based contributions payable by the insured person towards professional fees incurred under the Crown Court Means Testing scheme which exceed the Limit of Indemnity.
- Any professional fees where the insured person fails to:
  - a) apply for a Representation Order under the Crown Court Means Testing scheme.
  - b) submit any required information under the Crown Court Means Testing scheme.
  - c) comply with the terms of the Representation Order.
  - d) use a representative that can act under the terms of a Representation Order under the Crown Court Means Testing scheme.
- The defence of any action, enforcement, or recovery of sums payable against an *insured person* under the terms of or for a breach of the terms and conditions of a Representation Order under the Crown Court Means Testing scheme.
- Anything which is excluded under the "General Exclusions – Legal expenses section only" on page 16 & 17.

# Education

Appealing against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to comply with its published admission policy, resulting in the refusal to accept the *insured person*'s child or children at the state school of their preference, subject to a *claim limit* of  $\mathfrak{L}5,000$  any one claim.

- Arising where acceptance at the school involves examinations or other selection criteria.
- Involving schools which are not state schools falling under the LEA's jurisdiction or where responsibility for the allocation of a place(s) within the school does not rest with the LEA.
- Arising prior to the submission of an application to the school or LEA.
- Arising where the LEA's refusal occurred within the first 6 months of the first period of insurance.
- Where the procedure for appealing against the decision to refuse a place at the school has not been followed.
- Where the child has been expelled, suspended or permanently excluded from another school.
- For children under 5 years other than for admission disputes arising where entry shall be in the academic year prior to their 5th birthday.
- Anything which is excluded under the "General Exclusions – Legal expenses section only" on page 16 & 17.

# **GENERAL EXCLUSIONS – LEGAL EXPENSES SECTION ONLY**

These are the exclusions, which apply to the Legal Expenses section of **your** policy. **You** should also refer to the specific exclusions shown under each part of the Legal Expenses Option on pages 14-15 and to the general exclusions shown on pages 49-50 of this policy.

This insurance does not cover: -

- 1. Professional fees incurred:
  - a) in respect of any event where the time of occurrence commenced prior to the commencement of the insurance.
  - b) before our written acceptance of a claim.
  - c) before *our* approval or beyond those for which we have given *our* approval.
  - d) where you fail to give proper instructions in due time to us or to the authorised professional.
  - e) where **you** are responsible for anything which in *our* opinion prejudices **your** case.
  - f) if **you** withdraw instructions from the *authorised professional*, fail to respond to the *authorised professional*, withdraw from the *legal proceedings* or the *authorised professional* refuses to continue to act for **you**.
  - g) in respect of the amount in excess of our standard professional fees where **you** have elected to use an authorised professional of **your** own choice.
  - h) where **you** decide that **you** no longer wish to pursue **your** claim as a result of disinclination. All costs incurred up until this stage will become **your** responsibility.
  - i) where the insured person should have realised when purchasing this insurance that a claim under this insurance might occur.
- 2. The pursuit, continued pursuit or defence of any claim if we consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
- 3. Claims which are conducted by **you** in a manner different from the advice or proper instructions of *us* or those of the *authorised professional*.
- 4. Appeals unless **you** notify *us* in writing of **your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and *we* consider the appeal to have reasonable prospects of success.
- 5. Any *professional fees* and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected.
- 6. Damages, fines or other penalties you are ordered to pay by a court, tribunal or arbitrator.
- 7. Claims arising from an event occasioned by your deliberate act, omission or misrepresentation.
- 8. Any dispute relating to written or verbal remarks which damage your reputation.
- 9. Any *professional fees* relating to **your** alleged dishonesty, criminal act, or deliberate and wilful criminal acts or omissions other than as insured under Insured Event Criminal Prosecution Defence.
- 10. *Professional fees* arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to **your** own requirements.
- 11. Legal proceedings outside the **United Kingdom** and proceedings in constitutional, international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
- 12. A dispute which relates to any compensation or amount payable under a contract of insurance.
- 13. A dispute with us not dealt with under the Arbitration Condition.
- 14. Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off, intellectual property, trade secrets or confidential information.
- 15. An application for judicial review.
- 16. Any dispute or prosecution involving a motor vehicle unless the dispute relates to a personal injury claim.
- 17. Any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products).
- 18. Any claim arising from a stress or psychological related condition.
- 19. Disputes between an *insured person* and their Family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an *insured person*'s professional advisors.
- 20. A claim falling within the Small Claims Track limits (other than as detailed in the "Consumer Disputes" section).
- 21. Any matter arising from or relating to any business or trading activity or venture for gain undertaken by an *insured* person including but not limited to any personal guarantee and investment in unlisted companies.
- 22. Legal proceedings between an insured person and a central or local government authority.
  - a) unless an *insured person* has suffered or could suffer pecuniary loss if the *legal proceedings* are not pursued or defended; or
  - b) concerning the imposition of statutory charges.
- 23. Any matter in respect of which an *insured person* is entitled to Legal Aid.
- 24. Any professional fees incurred in defending or pursuing new areas of law or test cases.
- 25. Any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products.
- 26. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to 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.

# **GENERAL EXCLUSIONS - LEGAL EXPENSES SECTION ONLY (continued)**

For the purposes of this policy, 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.

- 27. Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- 28. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a) involves violence against one or more persons; or
- b) involves damage to property; or
- c) endangers life other than that of the person committing the action; or
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

29. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

# **GENERAL CONDITIONS - LEGAL EXPENSES SECTION ONLY**

**You** will need to meet the policy conditions set out in the 'General Conditions Applicable to **your** Whole Policy' on pages 48-49 as these conditions apply to the whole policy. In addition, for this option **you** must also meet the following conditions.

#### Observance

Our liability to make any payment under this policy will be conditional on **you** complying with the terms and conditions of this insurance.

#### **Consumer Insurance Act**

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- 1. supply accurate and complete answers to all the questions we or the administrator may ask as part of **your** application for cover under the policy;
- 2. make sure that all information supplied as part of your application for cover is true and correct;
- 3. tell us of any changes to the answers you have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

#### Claims

**You** must tell *us* in writing within 30 days about any matter, which could result in a claim being made under this policy and must obtain in writing *our* consent to incur *professional fees*.

We will not enter into dialogue or correspond with anyone other than **you** (or with **your** agreement an *insured person*) or **your** or the *insured person*'s personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

We will give such consent if **you** can satisfy us that there are sufficient prospects of success in pursuing or defending **your** claim and that it is necessary for *professional fees* to be paid and **you** have paid the **excess**.

We may require **you** at **your** expense to obtain the opinion of an expert or counsel on the merits of a claim or *legal* proceedings. If we subsequently agree to accept the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim we decide that:-

- 1. your prospects of success are insufficient;
- 2. it would be better for you to take a different course of action;
- 3. we cannot agree to the claim

We will write to you giving our reasons and we will not then be bound to pay any further professional fees for this claim.

We may limit any professional fees that we will pay under the policy in the pursuit, continued pursuit or defence of any claim:-

- 1. if we consider it is unlikely a sensible settlement will be obtained; or
- 2. where there are insufficient prospects of obtaining recovery of any sums claimed; or
- 3. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement.

Alternatively we may at our option pay to **you** the amount in dispute we may at our option pay to **you** the amount in dispute which shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

In the *event* that **you** make a claim under this policy which **you** subsequently discontinue due to **you** own disinclination to proceed, any legal costs incurred to date will become **your** own responsibility and will be required to be repaid to the Insurer.

UK General Insurance Limited is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of the Great Lakes Insurance SE.

#### Representation

We will take over and conduct in **your** name the prosecution, pursuit, defence or settlement of any claim. The *authorised professional* nominated and appointed by *us* will act on **your** behalf and **you** must accept *our* nomination.

If *legal proceedings* have been agreed by *us*, **you** may nominate **your** own *authorised professional* whose name and address **you** must submit to *us*. In selecting **your** *authorised professional* **you** shall have regard to the common law duty to minimise the cost for **your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where **you** have elected to use **your** own nominated *authorised professional* **you** will be responsible for any *professional fees* in excess of *our* standard *professional fees*.

#### Conduct of Claim

- You shall at all times co-operate with us and give to us and the authorised professional evidence, documents and information of all material developments and shall attend upon the authorised professional when so requested at your own expense.
- 2. We shall have direct access at all times to and shall be entitled to obtain from the authorised professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and you shall give any instructions to the authorised professional which may be required for this purpose. You or your authorised professional shall notify us immediately in writing of any offer or payment into court made with a view to settlement and you must secure our written agreement before accepting or declining any such offer.
- 3. We will not be bound by any promise or undertaking given by **you** to the *authorised professional* or by either of **you** to any *court*, witness, expert, *agent* or other person without *our* agreement.

# **GENERAL CONDITIONS - LEGAL EXPENSES SECTION ONLY (continued)**

#### **Recovery of Costs**

**You** should take all steps to recover costs and expenses. If another person is ordered, or agrees, to pay **you** all or any costs and expenses, charges or compensation **you** will do everything possible (subject to *our* directions) to recover the money and hold it on *our* behalf. If payment is made by instalments these will be paid to *us* until we have recovered the total amount that the other person was ordered, or agreed to pay by way of costs.

#### Fraud

You must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- · makes a claim under the policy, knowing the claim to be false, exaggerated or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge.

we will not pay any benefit under this policy or return any premium to **you** and we may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against **you** and inform the appropriate authorities.

#### **Data Protection Act 1998**

Please note that any information provided to *us* will be processed by *us* and *our agents* in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. *We* may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

It is important that the data **you** have supplied is kept up to date. **You** should therefore notify *us* promptly of any changes. **You** are entitled upon the payment of an administration fee to inspect the personal data which *we* are holding about **you**. If **you** wish to make such an inspection, **you** should contact Legal Insurance Management Ltd, 16-18 Hagley Road, Stourbridge, West Midlands DY8 1PS.

We may respond to enquiries by the Police concerning **your** policy in the normal course of their investigations. Where it is necessary to administer **your** policy effectively, to protect **your** interests, or for fraud prevention and detection purposes, we may disclose data **you** have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

### **Due Care**

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by us.

#### **Acts of Parliament**

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Isle of Man, the Channel Islands and under European Law where applied in the **United Kingdom**.

#### **Arbitration**

Any dispute between **you** and *us*, which is not solved by this policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator, who shall either be a solicitor on whom we both agree. If we cannot agree, one who is nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

# Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

#### Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

#### Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the *event* of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

#### **Compensation Scheme**

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

# **SECTION 7: ACCIDENTAL DAMAGE**

Cover only applies if shown in your schedule.

# WHAT IS COVERED

We will pay up to the amount shown in your schedule for accidental damage occurring within your insured address in respect of:

Audio equipment, **computer equipment**, games consoles, television, video and DVD players, owned by **you**.

- The excess shown in your schedule.
- The maximum amount payable for single item /group limits stated in **your schedule**.
- Theft from any private motor vehicle.
- Loss or damage caused by or arising from:
  - Wear and tear, depreciation or any gradually operating cause.
  - Faulty design or workmanship or the use of faulty materials.
  - Moths, insects, parasites, beetle or vermin.
  - Corrosion, fungus, mildew or rot.
  - Atmospheric or climatic conditions, frost or the action of light.
  - Mechanical or electrical breakdown or derangement or use contrary to the manufacturer's instructions.
  - Any process of dyeing, cleaning, drying, painting, washing, repair, alteration, maintenance, decoration, restoration or dismantling.
- Property used for business purposes.
- Depreciation in value, indirect loss or property more specifically covered by this or any other insurance.
- Loss or damage by any heating process.
- Damage to any property, appliance, or any part of it (whether belonging to you or not) failing correctly to recognise or respond to any date whether occurring before, during or after the year 2000.

# **SECTION 8: PERSONAL ACCIDENT**

Cover only applies if shown in your schedule

# WHAT IS COVERED

We will pay you or your estate the appropriate benefit specified below should you sustain injuries resulting solely and directly from accidents caused by external violent and visible means arising during the period of insurance within the United Kingdom, which directly and independently of any other cause results in your death or disablement as specified within 12 months of the occurrence.

#### **Benefits**

Please note that benefits are determined by the **sum insured** shown on **your schedule**.

Sum Insured Selected	£10,000	£25,000	£50,000		
Death	£10,000	£10,000	£10,000		
Permanent Total Disablement as a result of accidental bodily injury occurring in the United Kingdom during the period of insurance	£10,000	£25,000	£50,000		
Total loss of or loss of use of:					
Visual power of both eyes	£3,750	£9,375	£18,750		
Right arm	£3,500	£8,750	£17,500		
One leg	£3,500	£8,750	£17,500		
Left arm	£3,250	£8,125	£16,250		
Right hand	£3,000	£7,500	£15,000		
Left hand	£2,500	£6,250	£12,500		
Auditive power of both ears	£2,500	£6,250	£12,500		
One foot	£2,500	£6,250	£12,500		
Right forefinger	£750	£1,875	£3,750		
Left forefinger	£600	£1,500	£3,000		
Right ring or middle finger	£400	£1,000	£2,000		
Left ring or middle finger	£300	£750	£1,500		
Big toe	£250	£625	£1,250		
Other toe	£150	£375	£750		

Where any benefit specifies right or left, the benefit shall be reversed if **you** are left-handed.

Permanent Total Disablement means total inability to continue studies or engage in any gainful employment.

Loss of use other than severance must last for two years before compensation is payable, and at that time be beyond likelihood of any improvement.

# WHAT IS NOT COVERED

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Personal Accident.
- Any claim where you cannot supply a report from your own doctor or consultant at your own expense if required by us. We may require you to be further medically examined by our doctor, you shall as often as required agree to medical examination at our expense.

Cover does not apply to circumstances arising out of or in any way connected with or caused by:

- Ballooning, bungee jumping, scuba diving, aviation other than travelling as a fare-paying passenger on a scheduled flight, gliding, paragliding, hang-gliding, micro lighting, motor rallying, parachuting, parascending, professional sports, racing of any kind other than on foot, climbing, solo sea sailing, mountaineering, pot holing, caving, polo, show jumping, hunting on horseback, motorcycling as a rider or passenger, jet skiing or jet biking, high diving, white water rafting, canoeing, skiing, ski racing, ski jumping, bobsleighing, tobogganing, ice hockey or any other sport or pastime involving exceptional risk of accident.
- The use of machinery.
- · Any pre-existing physical defect or infirmity.
- Mental illness, the effects of alcohol or drugs, suicide or attempted suicide or deliberate exposure to unnecessary danger.
- Solvent abuse.
- Whilst a detainee in any prison establishment.
- Whilst driving with more than the legally permitted level of alcohol in the blood.

# **SECTION 9: CREDIT CARDS**

Cover only applies if shown in your schedule

# WHAT IS COVERED

We will pay up to the amount shown in your schedule for your legal liability following theft as a result of forcible and violent entry to the insured address and subsequent unauthorised use of your credit cards issued to you in the United Kingdom (in most cases you will only be liable for the first £50 per card).

# WHAT IS NOT COVERED

- Any amount above the **sum insured** stated on **your schedule** for Credit Cards (in most cases **you** will only be liable for the first £50 per card).
- Any theft occurring outside of the **United Kingdom**.
- Any liability arising from the theft of a card unless reported immediately to the issuing authority and subject to all terms and condition attaching to the issue of the card having been complied with.
- The unauthorised use of a card arising after the issuing authority has been notified of the theft.
- Any liability resulting from theft or subsequent use outside the United Kingdom.
- When the credit cards are in your insured address, loss caused while the insured address is unoccupied.

# **SECTION 10: PERSONAL MONEY**

Cover only applies if shown in your schedule

# WHAT IS COVERED

# **We** will pay up to the amount shown in **your schedule** for theft of personal **money** following **forcible and violent** entry to the **insured address**.

# WHAT IS NOT COVERED

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Personal Money.
- Any loss or damage occurring outside of the United Kingdom.
- Confiscation or loss, error in payment or accountancy.
- Loss in the value of money.
- When the **money** is in **your insured address**, loss caused while the **insured address** is **unoccupied.**

# **SECTION 11 : COLLEGE | UNIVERSITY PROPERTY ON LOAN**

Cover only applies if shown in your schedule

# WHAT IS COVERED

Liability for college / university library books and college / university property on loan.

**We** will pay up to the amount shown in **your schedule** for loss or damage for which **you** are legally liable following loss of or damage to **college/university** property on loan or **college/university** library books by an insured event while:

- In your insured address.
- In your permanent home address.
- In direct transit at the beginning and end of your college/university term while moving between the insured address and the permanent home address.

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for College | University Property On Loan.
- Any loss or damage occurring outside the United Kingdom.
- Property unless it is in your immediate custody and control.
- Theft from an unattended motor vehicle.

# **SECTION 12: LANDLORDS PROPERTY | TENANTS LIABILITY**

Cover only applies if shown in your schedule

# WHAT IS COVERED

# WHAT IS NOT COVERED

**We** will pay, at **our** discretion direct to the landlord, up to the amount shown in **your schedule**, for sums which **you** become legally liable to pay as damages in respect of:

- Theft of landlords' material property in your custody and control for which you are legally responsible under the terms of a formal tenancy agreement.
- Fire damage to landlord's material property in your custody and control for which you are legally responsible under the terms of a formal tenancy agreement.
- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Landlords Property | Tenants Liability.
- Loss while the insured address is unoccupied.
- Theft or attempted theft by you or by anyone who is living with you.

# SECTION 13: ACCIDENTAL DEATH OR REDUNDANCY OF A FINANCIALLY SUPPORTING PARENT OR GUARDIAN

Cover only applies if shown in your schedule

# WHAT IS COVERED

# WHAT IS NOT COVERED

We will pay up to the **sum insured** selected and shown in **your schedule** in any one **period of insurance** following;

- accidental death or redundancy; or
- accidental bodily injury or illness;

of a parent or guardian on whom **you** are financially dependent to complete **your** course.

Such death of the parent or guardian on which **you** are financially dependent on, to arise solely from **bodily injury** by external violent and visible means during the **period of insurance**.

Such accidental bodily injury or illness to result in temporary total disablement during the period of insurance which leads to the parent or guardian you are financially dependent on being made redundant.

To be eligible for the redundancy cover, **your** parent or guardian on whom **you** are financially dependent must:

- be 18 years or over but less than 65 years of age;
- live and be working (for at least 16 hours per week) in the **United Kingdom**, the Channel Islands or the Isle of Man; and
- have been in full-time employment (with the same employer), working under a fixed-term contract (with the same employer) or self-employed, for at least 12 continuous consecutive months immediately prior to the start date of this insurance.

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Accidental Death or Redundancy of a Parent or Guardian.
- Any claim for **accidental** death of a parent or guardian:
  - not supported by a death certificate.
  - who is not resident in the **United Kingdom**.
  - where the insured does not continue on the course they were attending within 12 months.
  - where the insured cannot provide proof that they were financially dependent on the parent or guardian that suffered accidental death.
- Any claim for redundancy:
  - which follows any announcement or action by your parent or guardian's employer prior to the start date of this insurance in relation to the department or division of the business in which they work, and which relates to any redundancies, employee consultations, restructures, mergers or reorganisations that have led or could lead to compulsory job losses, mandatory reduced working hours or mandatory reduction in salary;
  - if your parent or guardian is made unemployed or are told that they will be made unemployed (orally or in writing), within 30 days of the start date of this insurance;
  - if your parent or guardian resigns or accepts voluntary unemployment;
  - if your parent or guardian loses their job because of misconduct, fraud or dishonesty;
  - if your parent or guardian's work was seasonal, casual or temporary or unemployment is a regular feature of their work;
  - if your parent or guardian finishes the job they were specifically employed to do.
  - where the insured cannot provide proof that they were financially dependent on the parent or guardian that suffered redundancy.
  - where the parent or guardian on which **you** are financially dependent is not a resident in the **United Kingdom**.

# **SECTION 14: LEGAL LIABILITY**

Cover only applies if shown in your schedule

# WHAT IS COVERED

**We** will pay any amount which **you** become legally liable to pay, including costs and expenses incurred with **our** written consent, in defence of a claim for damages as a result of:

- Bodily injury by accident.
- Damage to property happening during the period of insurance.
- We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by us in writing.
- If you die, your legal personal representatives will have the protection of this cover for liability incurred by you.

- The excess as shown in your schedule.
- Any amount above the sum insured stated on your schedule for Legal Liability, where damages are payable for any claim or claims arising from one event.
- Liability in respect of:
  - Bodily injury to any member or your family or person who lives with you.
  - Damage to property owned by you or in your care or under the control of you or any member of your family or who lives with you or any person employed by you.
  - Any trade, profession, business or employment or student placement.
  - Any contract, which **you** have entered into, unless legal liability would have attached anyway.
- The ownership, possession or operation of:
  - Road vehicles or any other mechanically propelled or assisted or horse drawn vehicle.
  - Caravans, horse boxes, trailers or trailer tents.
  - Aircraft or hovercraft, except pedestrian controlled models or toys.
  - Boats, wind-surfers, boards or any other craft or equipment designed.
  - For use in or on water, except pedestrian controlled models or toys.
  - Any power operated lift.
  - Firearms, except shotguns or airguns used for sporting activities.
- The ownership or possession of:
  - Horses while being used for hunting, racing or playing polo.
  - Pets, which are not normally domesticated in the United Kingdom.
  - A dog of a type specified under Section 1 of the Dangerous Dogs Act 1991 or specified in the Dogs (muzzling) Regulations (Northern Ireland) 1991.
- The ownership, occupation, possession or use of any land or building.
- Any occurrence caused by or arising out of or contributed to by any tenancy, business profession or occupation.
- Any damage caused directly or indirectly to the room(s), including communal areas, kitchens and laundry, in which you are residing during the period of insurance.
- · Any wilful or malicious act by you.
- Racing of any kind other than on foot.
- Anything caused directly or indirectly from you passing on or being treated for any disease or virus.
- Any responsibility as an employer to anyone employed by any of your family in any business or profession, including domestic employees.
- Damage, injury, death, illness or disease, which happens outside the period of insurance.

# SECTION 15: SPECIFIED ITEMS | COVER ANYWHERE WITHIN THE UK

Cover only applies if shown in your schedule

# WHAT IS COVERED

# We will pay up to the sum insured specified in your schedule for theft or accidental damage to your specified items listed in your schedule occurring anywhere within the United Kingdom.

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for each specified item listed under Specified Items | Cover Anywhere Within The UK section.
- Accidental loss.
- Theft from unattended motor vehicles.
- Loss or damage caused by or arising from:
  - Wear and tear, depreciation or any gradually operating cause.
  - Faulty design or workmanship or the use of faulty materials.
  - Moths, insects, parasites, beetle or vermin.
  - Corrosion, fungus, mildew or rot.
  - Atmospheric or climatic conditions, frost or the action of light.
  - Mechanical or electrical breakdown or derangement or use contrary to the manufacturer's instructions.
  - Any process of dyeing, cleaning, drying, painting, washing, repair, alteration, maintenance, decoration, restoration or dismantling.
- Property used for business purposes.
- Depreciation in value, indirect loss or property more specifically insured by this or any other insurance.
- Loss or damage by any heating process.
- The cost of replacing data and software, which has not been purchased commercially.
- Pedal cycles and accessories.
- · Mobile phones and accessories.
- Musical instruments and accessories.
- Photographic equipment and accessories.
- Customs or other official body confiscating your belongings.
- · Loss or damage caused by pets.

# **SECTION 16: MOBILE PHONES | COVER ANYWHERE IN THE UK**

Cover only applies if shown in your schedule

# WHAT IS COVERED

# We will pay up to the sum insured stated in the schedule

#### A. Accidental damage

Repair or replacement to the same or similar specification of the insured phone if the insured phone is subject to **accidental** damage.

#### **B.** Accidental loss

Replacement to the same or similar specification if the insured phone is subject to **accidental** loss.

#### C. Theft

Should the insured phone be stolen **we** will replace it with a mobile phone of the same or similar specification.

#### D. Malicious damage

Repair or replacement to the same or similar specification of the insured phone, if the insured phone is damaged through the intentional or deliberate acts of any other party other than **you**.

In addition, we will also pay for:

#### E. Mechanical breakdown

Repair or replacement to the same or similar specification of the insured phone, up to a maximum of  $\mathfrak{L}500$ , if the insured phone is subject to mechanical breakdown, which is outside of the manufacturer's guarantee period.

#### F. Accessories

Accessories up to £150 that were **accidentally** lost, stolen or damaged at the same time as **your** insured phone.

#### G. Unauthorised Calls:

**Contract phones** – should the insured phone be used without **your** permission following its theft or by call cloning **we** will pay up to £250 provided the police and **your** airtime provider have been notified, within 24 hours of the discovery of the theft.

"Pay as You Go" phones – If you have a "Pay as You Go" type phone, then our liability will be limited to a maximum of  $\mathfrak{L}20$ .

Please note: The original insured phone will become **our** property in the event of replacement.

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Mobile Phones | Cover Anywhere In The UK.
- Any amount above £500 for malicious damage of the insured phone.
- Any amount above £150 for accessories which were accidentally lost, stolen or damaged at the same time as your insured phone.
- Any claim occurring outside the United Kingdom.
- Any loss suffered as a result of not being able to use the insured phone.
- For theft of the insured phone, any claim:
  - From an unattended motor vehicle except where all steps have been taken to conceal the insured phone e.g. concealed in a locked boot or glove compartment and only if all security systems have been activated.
  - From any convertible vehicle unless concealed in a locked boot.
  - Where **you** have left the insured phone unattended.
  - Where **you** have not taken all precautions to prevent the theft of the insured phone.
  - Where theft of the insured phone has not been reported to the police and recorded as a theft and allocated a crime reference number.
  - Where **you** have not notified **your** airtime provider within 24 hours of the discovery of the theft.
- For accidental loss of the insured phone, any claim:
  - Where loss of the insured phone has not been reported to the police and recorded as a theft and allocated a crime reference number.
  - Where you have not notified your airtime provider within 24 hours of your discovery of the incident.
- Damage caused by:
  - You deliberately damaging or neglecting the insured phone.
  - Not following the manufacturer's instructions.
  - Pets
- Accidental damage where the insured phone has not been sent to us for inspection.
- Malicious damage caused by an immediate family member.
- Repair or replacement cost for:
  - Loss caused by a manufacturer's defect or recall of the insured phone.
  - Loss, damage or theft of smart or SIM cards unless installed in the insured phone and in your possession.
  - Calls made after the insured phone has been stolen if a phone lock has not been installed.
  - Any cosmetic damage to the insured phone.
  - Any repairs carried out by persons not authorised by us.
  - Loss, damage or recoverable under the terms of any other guarantee, warranty or insurance.
  - Loss, damage or theft of a smart or SIM card which has not been removed from the insured phone before the insured phone is sent off to be repaired.
  - The cost of repairing or replacing accessories, peripherals or electrical connections and any loss caused by their use unless stated on your schedule.
  - Any mobile phone purchased from outside the United Kingdom.

# SECTION 17: PEDAL CYCLES – COVER ANYWHERE WITHIN THE UK (WITHIN EUROPE FOR UP TO 45 DAYS)

Cover only applies if shown in your schedule.

#### **Definitions**

Any word defined below will have the same meaning wherever it is shown in this section of **your** policy in italics. **We** have listed the definitions in alphabetical order.

#### Accessories

means equipment added and fixed to the frame in addition to the *pedal cycle* specifically mentioned in **your schedule** including trailers and passenger carrying trailers and not otherwise specifically excluded.

#### Bodily injury

means identifiable physical injury, caused directly and solely by an **accident** and independently of illness, disease or any other cause (except illness resulting from that physical injury).

#### Pedal Cycle

means any *pedal cycle* including tricycle and tandem, trailer cycle or push scooter powered by human pedalling and/or battery which is not subject to the requirements of the Road Traffic Act and is specified in **your schedule**.

#### Territorial Limits

means the **United Kingdom**, in which **you** must be a resident. Cover is extended within Europe for a maximum of 45 days during the **period of insurance**, subject to any repairs being carried out in the **UK** by repairers approved by **us**.

# WHAT IS COVERED

# We will pay up to the amount shown in your schedule for:

#### A. Accidental damage

Repair or replacement to the same or similar specification of **your** insured *pedal cycle* if **your** insured *pedal cycle* is subject to **accidental** damage.

The most **we** will pay for *pedal cycle accessories* is £150.

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Pedal Cycles - Cover Anywhere Within The UK (within Europe For Up To 45 Days).
- Pedal cycle accessories unless the pedal cycle is damaged at the same time.
- Loss or damage whilst the pedal cycle is being used for racing, competitions, professionally or for any trade purposes.
- Any claim outside of the territorial limits.
- Any claim arising directly or indirectly as a result of:
  - you deliberately damaging or neglecting the pedal cycle;
  - you not using or maintaining the pedal cycle in accordance with the manufacturer's instructions;
  - routine servicing, inspection, maintenance or cleaning.
- Any claim for marking, scratching, denting or any cosmetic change which does not impair the function and performance of the *pedal cycle*.
- · Loss or damage caused by pets.
- Any claim relating to corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction.
- Depreciation in value, indirect loss or property more specifically covered by this or any other insurance.
- Any loss or damage caused to the pedal cycle in transit unless:
  - It is transported by a recognised transport firm and a receipt obtained for the journey, or
  - It is transported on public transport where you accompany it on the same journey.

# SECTION 17: PEDAL CYCLES - COVER ANYWHERE WITHIN THE UK (WITHIN EUROPE FOR UP TO 45 DAYS) (continued)

Cover only applies if shown in your schedule

# WHAT IS COVERED

# WHAT IS NOT COVERED

#### **B.** Accidental loss

Replacement to the same or similar specification if **your** insured *pedal cycle* is subject to **accidental** loss.

Where only part or parts of the *pedal cycle* have been lost, **we** will only replace that part or parts.

The most **we** will pay for *pedal cycle accessories* is £150.

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Pedal Cycles - Cover Anywhere Within The UK (within Europe For Up To 45 Days).
- Pedal cycle accessories unless the pedal cycle is lost at the same time.
- Loss whilst the pedal cycle is being used for racing, competitions, professionally or for any trade purposes.
- Any claim outside of the territorial limits.
- Any claim for accidental loss if you are unable to clearly identify the time, date and place of loss of your pedal cycle.
- Depreciation in value, indirect loss or property more specifically covered by this or any other insurance.

#### C. Theft

Should **your** insured *pedal cycle* be stolen **we** will replace it with a *pedal cycle* of the same or similar specification.

The most  $\mathbf{we}$  will pay for *pedal cycle accessories* is £150.

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Pedal Cycles - Cover Anywhere Within The UK (within Europe For Up To 45 Days).
- Pedal cycle accessories unless the pedal cycle is stolen at the same time.
- Any claim outside of the territorial limits.
- Theft from **unattended** motor vehicles.
- Any theft claim that is not:
  - accompanied by a crime reference number. Lost property numbers are not acceptable in support of a theft claim.
  - reported to the Police within 48 hours of discovery of the incident.
- Loss whilst the pedal cycle is being used for racing, competitions, professionally or for any trade purposes.
- Theft of any unattended pedal cycle unless in a building or securely locked to a permanent fixture through the frame of the pedal cycle.
- Loss or damage caused if your pedal cycle is left outside of a locked building for a period of 24 hours or more unless stored in designated cycle storage on campus for not more than 30 days.
- Any loss caused to the pedal cycle in transit unless:
  - It is transported by a recognised transport firm and a receipt obtained for the journey, or
  - It is transported on public transport where you accompany it on the same journey.

# SECTION 17: PEDAL CYCLES - COVER ANYWHERE WITHIN THE UK (WITHIN EUROPE FOR UP TO 45 DAYS) (continued)

Cover only applies if shown in your schedule

# WHAT IS COVERED

# ERED WHAT IS NOT COVERED

### D. Public Liability

We will pay up to £1,000,000, for amounts which you become legally liable to pay, including costs and expenses incurred with our written consent, in defence of a claim for damages as a result of you being in possession of your insured pedal cycle and causing:

- a) bodily injury by accident, or
- b) damage to property

happening during the period of insurance.

**We** will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by **us** in writing.

If you die, your legal personal representatives will have the protection of this cover for liability incurred by you.

- The excess shown in your schedule.
- Any claim outside of the territorial limits.
- Liability in respect of:
  - bodily injury to any member of your family or who lives with you.
  - damage to property owned by you or in your care or under the control of you or any member of your family or who lives with you or any person employed by you.
  - any trade, profession, business or employment or student placement.
  - any contract which you have entered into unless legal liability would have attached anyway.
  - any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man.
- Any wilful or malicious act by you.
- Any liability:
  - as a result of the *pedal cycle* being used for racing, competitions or professionally.
  - which happens outside the **period of insurance**.
  - as a result of the use, ownership or possession of any mechanically propelled vehicle (other than a *pedal cycle*).

# E. Replacement bike hire within the United Kingdom We will pay £70 per week up to maximum of £420, for the cost of hiring an alternative pedal cycle from a recognised reputable bike dealer whilst awaiting repair or replacement of your pedal cycle when the subject of an approved claim.

- Any amount above £70 per week and £420 in total in respect of the cost of hiring an alternative pedal cycle.
- Any hire costs that:
  - have not been agreed with us prior to you incurring the costs.
  - cannot be substantiated with an invoice from a recognised supplier.
  - are greater than a normal charge through a recognised supplier.
  - are incurred by anyone other than you.
- Any hire costs that are greater than the:
  - value of your pedal cycle or
  - the repair costs to your pedal cycle.

#### **SECTION 18: DIGITAL DOWNLOAD COVER**

Cover only applies if shown in your schedule

# WHAT IS COVERED

**We** will pay up to the amount shown in **your schedule** for the cost of replacing digital, downloaded pictures, movies, ring tones, real tones and music that **you** have already paid for the following:

- Loss of computer equipment, MP3/MP4 player, PDA or smart phone.
- · Hard drive failure.
- An insured cause occurring within the period of insurance.

- The excess shown in your schedule.
- Any amount above the sum insured stated in your schedule for Digital Download.
- Any claim arising directly or indirectly by any cause not included under "what is covered".
- Any claim unless full details are provided in the form of supporting information, such as receipt or other proof of purchase, together with confirmation that the digitally downloaded material cannot be recovered without cost to the policyholder.
- Accidental loss.
- Any amounts recovered from elsewhere.

# **SECTION 19: EXAMINATION AND COURSEWORK COVER**

Cover only applies if shown in your schedule

# WHAT IS COVERED

# WHAT IS NOT COVERED

We will pay up to the **sum insured** shown in **your schedule** in respect of costs **you** necessarily incurred to re-sit exams or reproduce coursework as a direct result of:

- A burglary to the insured address.
- The insured address being un-inhabitable due to fire, burst pipes, storm, vandalism, flood, explosion, lightning or earthquake.
- Impact to the insured address involving a vehicle, train or aircraft.
- Accidental death of a parent or guardian who is resident in the United Kingdom.

- The excess shown in your schedule.
- Any amount above the sum insured stated in your schedule for Examination and Coursework.
- Any costs which you cannot produce a receipt.
- Any claim in relation to death of a parent or guardian not supported by a death certificate.
- Any claim not relating to the period of insurance stated on your schedule.
- No cover shall be in force for the first 14 days (the deferred period).

# SECTION 20: PHOTOGRAPHIC EQUIPMENT - COVER ANYWHERE WITHIN THE UK

Cover only applies if shown in your schedule.

#### **Definitions**

Any word defined below will have the same meaning wherever it is shown in this section of **your** policy in italics. **We** have listed the definitions in alphabetical order.

#### Bodily injury

means identifiable physical injury, caused directly and solely by an **accident** and independently of illness, disease or any other cause (except illness resulting from that physical injury).

#### Photographic Equipment

means any photographic equipment including cameras, camera backs, lenses, filters, light meters, stands and tripods, cases, portable lighting, video and audio equipment and is specified in **your schedule**.

# WHAT IS COVERED

# WHAT IS NOT COVERED

We will pay up to the amount shown in your schedule for:

#### A. Accidental damage

Repair or replacement to the same or similar specification of **your** insured *photographic equipment* if **your** insured *photographic equipment* is subject to **accidental** damage.

The most **we** will pay for *photographic equipment* accessories is £150.

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Photographic Equipment - Cover Anywhere Within The UK.
- Photographic equipment accessories unless the photographic equipment is damaged at the same time.
- Any claim for **accidental** damage to leads or cables.
- Any claim outside of the United Kingdom.
- Any claim arising directly or indirectly as a result of:
  - you deliberately damaging or neglecting the photographic equipment;
  - you not using or maintaining the photographic equipment in accordance with the manufacturer's instructions;
  - routine servicing, inspection, maintenance or cleaning;
  - wear and tear, gradually operating causes, atmospheric or climatic conditions;
  - mechanical or electrical breakdown;
  - defects in operation and/or faulty or defective design.
- Any claim for marking, scratching, denting or any cosmetic change which does not impair the function and performance of the photographic equipment.
- Loss or damage caused by pets.
- Any claim relating to corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction.

# SECTION 20: PHOTOGRAPHIC EQUIPMENT | COVER ANYWHERE WITHIN THE UK (continued)

Cover only applies if shown in your schedule

#### WHAT IS COVERED WHAT IS NOT COVERED Any loss or damage to under water cameras caused by water ingress. Depreciation in value, indirect loss or property more specifically covered by this or any other insurance. Any accidental damage caused to the photographic equipment in transit unless: your photographic equipment is securely packaged in a purpose designed equipment case. It is transported by a recognised transport firm and a receipt obtained for the journey, or It is transported on public transport where you accompany it on the same journey. **B.** Accidental loss The excess shown in your schedule. Any amount above the sum insured stated on your Replacement to the same or similar specification if your insured photographic equipment is subject to schedule for Photographic Equipment - Cover Anywhere Within The UK. accidental loss. • Photographic equipment accessories unless the Where only part or parts of the photographic equipment photographic equipment is lost at the same time. have been lost, we will only replace that part or parts. Any claim for accidental loss: of leads or cables; The most we will pay for photographic equipment outside of the United Kingdom. accessories is £150. if you are unable to clearly identify the time, date and place of loss of your photographic equipment. if you do not report the loss to the Police and obtain a lost property number. Depreciation in value, indirect loss or property more specifically covered by this or any other insurance. Any accidental loss caused to the photographic equipment in transit unless: your photographic equipment is securely packaged in a purpose designed equipment case. It is transported by a recognised transport firm and a receipt obtained for the journey, or It is transported on public transport where you accompany it on the same journey. C. Theft The excess shown in your schedule. Should **your** insured *photographic* equipment be stolen Any amount above the sum insured stated on your schedule for Photographic Equipment - Cover we will replace it with photographic equipment of the same or similar specification. Anywhere Within The UK. • Photographic equipment accessories unless the The most we will pay for photographic equipment photographic equipment is stolen at the same time. accessories is £150. Anv claim: outside of the United Kingdom; from an unattended motor vehicle except where all steps have been taken to conceal the insured photographic equipment e.g. concealed in a locked boot or glove compartment and only if all security systems have been activated; from any convertible vehicle unless concealed in a locked boot; if you have left your photographic equipment unattended; where you have not taken all precautions to prevent

the theft of the insured *photographic equipment*; where theft of the insured *photographic equipment* has not been reported to the Police and recorded as a theft and allocated a crime reference number;

# SECTION 20: PHOTOGRAPHIC EQUIPMENT | COVER ANYWHERE WITHIN THE UK (continued)

Cover only applies if shown in your schedule

# WHAT IS COVERED

# WHAT IS NOT COVERED

- that is not accompanied by a crime reference number. Lost property numbers are not acceptable in support of a theft claim.
- that is not reported to the Police within 24 hours of your discovery of the incident.
- Any claim for theft of photographic equipment in transit unless:
  - **your** *photographic equipment* is securely packaged in a purpose designed equipment case.
  - It is transported by a recognised transport firm and a receipt obtained for the journey, or
  - It is transported on public transport where **you** accompany it on the same journey.

#### D. Public Liability

We will pay up to £1,000,000, for amounts which you become legally liable to pay, including costs and expenses incurred with our written consent, in defence of a claim for damages as a result of you being in possession of your insured photographic equipment and causing:

- a) bodily injury by accident, or
- b) damage to property

happening during the period of insurance.

**We** will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by **us** in writing.

If **you** die, **your** legal personal representatives will have the protection of this cover for liability incurred by **you**.

# E. Replacement photographic equipment hire within the United Kingdom

**We** will pay £200 per week up to maximum of £800, for the cost of hiring alternative *photographic equipment* from a recognised reputable *photographic equipment* dealer whilst awaiting repair or replacement of **your** *photographic equipment* when the subject of an approved claim.

- The excess shown on your schedule.
- Any claim outside of the **United Kingdom**.
- Liability in respect of:
  - bodily injury to any member of your family or who lives with you.
  - damage to property owned by you or in your care or under the control of you or any member of your family or who lives with you or any person employed by you.
  - any trade, profession, business or employment or student placement.
  - any contract which you have entered into unless legal liability would have attached anyway.
  - any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man.
- Any wilful or malicious act by **you**.
  - Any liability which happens outside the period of insurance.
- Any amount above £200 per week and £800 in total in respect of the cost of hiring alternative photographic equipment.
- Any hire costs that:
  - have not been agreed with **us** prior to **you** incurring the costs.
  - cannot be substantiated with an invoice from a recognised supplier.
  - are greater than a normal charge through a recognised supplier.
  - are incurred by anyone other than **you**.
- Any hire costs that are greater than the:
  - value of your photographic equipment or
  - the repair costs to **your** photographic equipment.

#### F. Coursework/photographic portfolio cover

We will pay up to £250 in respect of costs you necessarily incur to reproduce your coursework / photographic portfolio, as a result of loss or damage caused by any of the insured events under section one, whilst in the insured address when the insured address is occupied.

- The excess shown on your schedule.
- Any amount above £250 in respect of costs you necessarily incur to reproduce your coursework / photographic portfolio.
- Any costs:
  - not incurred as a direct result of the reproduction of your coursework/photographic portfolio;
  - for which **you** cannot produce a receipt.

# SECTION 21: MUSICAL INSTRUMENTS | COVER ANYWHERE WITHIN THE UK

Cover only applies if shown in your schedule

# WHAT IS COVERED

We will pay up to the **sum insured** shown in **your schedule** for **accidental** damage to, theft or loss of **your** musical instruments anywhere within the **United Kingdom**.

**We** will also pay the costs up to £100 of hiring a temporary replacement musical instruments whilst the insured item is undergoing repair or awaiting replacement.

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Musical Instruments | Cover Anywhere Within The UK.
- Loss or damage to your musical instruments occurring at any place of entertainment where they have been left overnight, unless handed to the proprietor or manager of the place of entertainment for safe keeping locked away in secure storage with any installed security devices in operation.
- Where your musical instruments are kept temporarily in any place which is not your insured address. Except where they have been handed to the management of an entertainment venue for safe keeping, the cover is operable providing that the musical instruments is in a secure locked room, with any security devices in operation, up to a maximum period of 72 hours at a time.
- Any claim for damage to your musical instruments resulting from:-
  - Wear, tear or any gradually operating cause or determination, inherent or latest defect.
  - Wet or dry rot, mildew, frost, rust or corrosion.
  - Insects, vermin or woodworm.
  - Dyeing or restoration or any commercial process of cleaning or repairing.
  - Faulty design or workmanship or the use of faulty materials.
- Accessories or parts unless the instrument is damaged or stolen at the same time.
- Breakage of strings and/or reeds and/or drum heads.
- Loss or damage arising from electronic, electrical or mechanical breakdown, failure or derangement.
- · Loss or damage caused by:-
  - Climatic or atmospheric conditions.
  - Dampness, dryness, shrinkage, contamination or extremes of temperature.
  - Effects of sunlight, fading, changes in colour texture or finish.
- Theft by any person or persons to whom the property is entrusted.
- Loss of or damage to your musical instruments whilst left in an unattended vehicle.
- Any portable **computer equipment**.
- Delay, confiscation, nationalisation or detention by customs or other government or public authority.
- Depreciation or diminution in the value of your musical instruments following repair.
- Any losses or costs that is not directly associated with the incident that caused you to claim, unless specifically stated in the policy.
- Damage to your musical instruments sustained in travel unless they are securely packed in a purpose designed, rigid bodied case.
- Accidental damage to cymbals.

# SECTION 22: UNSPECIFIED ITEMS | COVER ANYWHERE WITHIN THE UK

Cover only applies if shown in your schedule

# WHAT IS COVERED

# WHAT IS NOT COVERED

We will pay up to the amount shown in your schedule for theft or accidental damage to your unspecified personal possessions anywhere within the United Kingdom.

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Unspecified Items | Cover Anywhere Within The UK.
- Any single item in excess of £500.
- Theft from unattended motor vehicles.
- Loss or damage caused by or arising from:
  - Wear, tear or any gradually operating cause or determination, inherent or latest defect.
  - Faulty design or workmanship or the use of faulty materials.
  - Moths, insects, parasites, beetles or vermin.
  - Corrosion, fungus, mildew or rot.
  - Atmospheric or climatic conditions, frost or the action of light.
  - Mechanical or electrical breakdown or derangement or use contrary to the manufacturer's instructions.
  - Any process of dyeing, cleaning, drying, painting, washing, repair, alteration, maintenance, decoration, restoration or dismantling.
- Property used for business purposes.
- Depreciation in value, indirect loss or property more specifically insured by this or any other insurance.
- Loss or erasure of, or any damage, distortion or corruption to records, data, programs and software.
- The cost of replacing data and software, which has not been purchased commercially.
- Laptop & portable computers and accessories.
- Pedal cycles and accessories.
- · Mobile phones and accessories.
- · Musical instruments and accessories.
- Photographic equipment and accessories.
- Customs or other official body confiscating your belongings.
- Loss or damage caused by pets.

# **SECTION 23: INTERNATIONAL STUDENT REPATRIATION COVER**

Cover only applies if shown in your schedule.

# **Eligibility**

This section of cover only applies:

- a) if your home country is outside of the United Kingdom.
- b) if shown on your schedule.

#### **Definitions**

Any word defined below will have the same meaning wherever it is shown in this section of **your** policy in italics. **We** have listed the definitions in alphabetical order.

#### Bodily injury

An identifiable physical injury sustained by **you** caused by a sudden, violent, external, unexpected, specific event. Injury as a result of **your** unavoidable exposure to the elements shall be deemed to be *bodily injury*.

#### Home

Your normal place of residence in your home country.

#### Home country

Your normal country of residence.

#### Medical condition

Any medical or psychological disease, sickness, condition, illness or injury that has affected you.

#### Pre-existing medical condition

Any past or current *medical condition* that has given rise to symptoms or for which any form of treatment or prescribed medication, medical consultation, investigation or follow up/check-up has been required during the 12 months prior to the commencement of cover under this policy.

# WHAT IS COVERED

# WHAT IS NOT COVERED

We will pay you or your estate the:

#### A. Burial costs or body repatriation

reasonable costs of:

- a) funeral expenses, including the reasonable costs of conveying your ashes to your home, or
- b) returning your body to your home

providing **your** death is as a result of **you** suffering unforeseen *bodily injury* or illness during the **period of insurance**.

- Any amount above the sum insured stated on your schedule for International Student Repatriation Cover | Burial Costs or Body Repatriation.
- Any claim if **your** home is in the **United Kingdom**.
- Any claim arising directly or indirectly from any preexisting medical condition(s).
- Any claim if there is another insurance policy covering the same expenses.
- Any expenses where you have not obtained our prior authorisation.

#### B. Emergency repatriation of the insured

costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate **you** to **your** *home*, providing:

- a) it is as a result of you suffering unforeseen bodily injury or illness during the period of insurance, and
- b) it is medically necessary.

Repatriation expenses will be in respect only of the identical class of travel utilised on the outward journey to the **United Kingdom**, unless **we** agree otherwise.

- The excess shown in your schedule.
- Any amount above the **sum insured** stated on **your schedule** for International Student Repatriation Cover | Emergency Repatriation Of The Insured.
- Any claim if your home is in the United Kingdom.
- Any claim arising directly or indirectly from any preexisting medical condition(s).
- Any claim if there is another insurance policy covering the same expenses.
- Any claim if, in the opinion of our medical advisors, it is not medically necessary to return you to your home.
- Any expenses where you have not obtained our prior authorisation.
- Any expenses you incur in returning to the United Kingdom to continue your College / University studies, following your recovery.

# **SECTION 24: EXCESS PROTECTION COVER**

Cover only applies if shown in your schedule.

Your schedule will show the annual aggregate limit you have chosen.

# **Definitions**

Any word defined below will have the same meaning wherever it is shown in this section of **your** policy in italics. **We** have listed the definitions in alphabetical order.

# Annual aggregate limit

means the maximum amount payable in the **period of insurance** as shown in **your schedule**. Once the *annual aggregate limit* is exhausted this section of **your** policy is automatically cancelled and **you** are then liable for all and any future **excess** amounts as shown in **your schedule**.

#### Waived or reimbursed

means a claim where a third party has already made good the excess shown your schedule.

# WHAT IS COVERED

# We will pay you an amount equal to the amount of the excess in relation to each settled claim under each section of this policy, up to your cover limit shown on your schedule.

Cover will only operate when the **excess** under each section of this policy is exceeded following the successful claim payment.

The maximum amount payable under this **policy** will be the annual aggregate limit, as shown on **your schedule**.

# WHAT IS NOT COVERED

- Any claim that any section of this policy does not respond to or the excess is not exceeded.
- Any claim that is refused under this policy.
- Any contribution or deduction from the settlement of your claim, other than the stated policy excess, for which you have been made liable.
- Any claim that has been waived or reimbursed.
- Any liability you accept by agreement or contract, unless you would have been liable anyway.

# SECTION 25: STUDY ABROAD | COVER WHILST STUDYING OUTSIDE THE UK

Cover only applies if shown in your schedule.

# **Eligibility**

This section of cover only applies if:

- 1. you are:
  - a. aged between 18 45 years at the time of purchase of this policy,
  - b. permanently resident in the **United Kingdom** and registered with a medical practitioner in the **United Kingdom**; and
- 2. your trip to study abroad:
  - a. falls within the period of insurance shown in your schedule,
  - b. does not exceed 6 months in duration,
  - c. is within the *territorial limits* shown in **your schedule**.

# **Period of insurance**

The Cancellation section of this section of cover starts from the date your schedule is issued and ends:

- a) at the start of your trip; or
- b) if a claim is made under the Cancellation cover.

The cover under all other elements of this section of cover starts at your trip departure and ends:

- a) if a claim is made under the Cancellation cover or
- b) on your return to your home, a hospital or a nursing home in the United Kingdom or
- c) at the expiry of the policy or
- d) following **your** refusal and/or failure to return *home* following confirmation from the treating doctor that **you** are fit and able to return *home* or
- e) if your trip exceeds 6 months in duration.

In addition, **your** policy covers **you** for up to two return visits to **your** *home* in the **UK** before the intended return date of the *trip*, up to a maximum of 21 days per return *trip*. This excludes any return for which a claim is being made as a result of Emergency Medical, Repatriation or Curtailment. Cover is suspended from the time **you** arrive at **your** arrival point in the **UK** and starts again when **you** leave the immigration control at the **UK** airport or port on **your** return to **your** place of study abroad. During this period no cover is provided by the policy. There is no cover for any *trip* which is not a return *trip* to the **UK** during the period of study abroad.

Cover only applies if shown in your schedule.

Cover will automatically be extended day by day up to a maximum of thirty (30) days after the expiry of the policy when **your** return is necessarily delayed as a result of ill-health of **you** or the failure of *public transport* provided that the Emergency Assistance Service has been notified.

# Important conditions relating to health

No claim arising directly or indirectly from any pre-existing medical condition(s) will be covered.

#### **Definitions**

Any word defined below will have the same meaning wherever it is shown in this section of **your** policy in italics. We have listed the definitions in alphabetical order.

#### Accident, accidental

A sudden, unexpected event caused by something external and visible, which results directly and solely in loss, damage or physical *bodily injury*.

#### **Bodily injury**

means identifiable physical injury sustained by you caused by sudden, unexpected, external and visible means.

#### Cash

Bank currency notes and coins in circulation.

#### Complications of pregnancy and childbirth

Toxaemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole, (molar pregnancy), post partum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage, medically necessary emergency Caesarean section, medical necessary termination and premature births. This definition is only applicable if the complication occurs more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

#### Computer accessories

Microphones, speakers purchased independently from a PC package, removable drives, web cams, joysticks, joypads and games hardware.

# Computer equipment

**Your** monitor, pointing device, keyboard, printer, scanner and system unit. The system unit includes motherboard, memory, processor, modem or terminal adapter, graphics cards, sound cards, floppy/hard drives, CD and/or DVD drives and speakers purchased as part of a PC package.

# Hazardous sports & activities

**You** are required at all times to wear the appropriate safety equipment for that activity (for example, protective clothing and/or suitable head protection). Please note that a General Exclusion of cover exists under **your** policy with *us* for claims arising directly or indirectly from **your** "wilful exposure to danger". This means that we will not pay **your** claim if **you** do not meet this policy condition.

The following activities are included within the cover as standard, as long as they are amateur activities, conducted under adequate supervision and on an incidental basis.

Archery, athletics (including athletics scholarships), badminton, baseball, basketball (excluding basketball scholarships), beach games, bungee jumping, canoeing (excluding white water canoeing of any grade), clay pigeon shooting, cricket, cycling (excluding BMX or mountain biking), dinghy sailing, fell walking (under 2,500 metres altitude), fencing, fishing (excluding wade fishing), football (excluding football/soccer scholarships), golf (including golf scholarships), handball (excluding handball scholarships), hiking (under 2,500 metres altitude), horse riding (excluding jumping, hunting, polo and racing), hot air ballooning which has been booked in the **UK** prior to departure, jet boating, jet skiing, jogging, marathon running, motorcycling up to 50cc (Providing rider holds a full driving licence and is wearing a crash helmet), netball, orienteering, outward-bound pursuits, paintballing, parascending (over water), pony trekking, racquetball, rambling, river canoeing, roller skating, roller blading, rounders, rowing, safari (if pre-booked through **UK** operator, excluding the use of firearms), sail boarding, sailing (if qualified or as part of an organised activity in territorial waters only), scuba diving up to 15 metres (excluding solo dives and no dives less than 24 hours before departure), skate boarding, snorkelling, squash, surfing, tennis, track events, trekking (under 2,500 metres altitude), triathlon, volleyball, war games, water polo (amateur), water skiing, white water rafting (Grades 1 to 3), windsurfing, yachting (if qualified or as part of an organised activity in territorial waters only).

### Home

Your usual place of residence in the United Kingdom for no less than 6 months of the year.

#### Illness

Any disease, infection or *bodily injury* which is unexpectedly contracted by **you** prior to **your** *trip* or unexpectedly manifests itself for the first time during **your** *trip*.

Cover only applies if shown in your schedule.

#### **Medical Condition**

Any medical or psychological disease, sickness, condition, *illness* or injury that has affected **you** or any *relative*, or person with whom **you** intend to stay whilst on **your** *trip*.

# Medical practitioner

A registered practicing member registered practicing member of the medical profession who is not related to **you** or any person with whom **you** are travelling.

#### Personal money

Bank currency notes and coins in circulation and travellers cheques.

#### Personal possessions

Luggage, clothing, valuables and personal items which are owned by **you** and have been either taken or purchased on the *trip*.

#### The following are not included in the definition:

Animal skins, antiques, bicycles, binoculars, bonds, buggies, computer games and computer game consoles, *computer equipment* and/or *computer accessories* of any kind, telecommunications equipment of any kind, contact or corneal lenses, coupons, diving equipment, documents of any kind, furs, ipods, marine and craft equipment, mobile phones, *personal money*, motor vehicles, MP3 players, musical instruments, prams, radios, sailboards or related equipment or fittings of any kind, securities, stamps, surfboards, tape recorders, television sets, travellers cheques, video equipment or DVD equipment of any kind.

#### Pre-existing medical condition

Any past or current *medical condition* that has given rise to symptoms or for which any form of treatment or prescribed medication, medical consultation, investigation or follow-up/check-up has been required during the 12 months prior to the commencement of cover under this policy and/ or prior to any *trip*.

#### Public transport

Any publicly licensed aircraft, sea vessel, train or coach on which you are booked to travel.

#### Relative

Mother, father, sister, brother, wife, husband, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, partner / common law partner or fiancé / fiancée.

#### Territorial limits

**Europe** – The continent of Europe west of the Ural Mountains, Madeira, Canary Islands, Iceland, the Azores, Mediterranean Islands, and non-European countries bordering the Mediterranean (except Algeria, Lebanon, Libya and Israel).

Worldwide - Worldwide including USA, Canada and the Caribbean.

# **Travel documents**

Passport, green cards, travel tickets and accommodation vouchers owned by you.

#### Trip

Any journey made by **you** within the *territorial limits* shown in **your schedule** which begins and ends in the **United Kingdom** during the **period of insurance**.

#### Unattended

When **you** cannot see or are not close enough to **your** personal possessions, personal money, valuables, property or vehicle to stop it being damaged or stolen.

#### **Valuables**

Jewellery, gold, silver, precious metal(s), precious or semiprecious stone articles, watches, telescopes, items made of leather (including designer footwear, handbags or purses), binoculars, sunglasses, reading / prescription glasses, furs, cameras, camcorders, photographic audio video computer television or telecommunications equipment (including mobile phones, mobile phone accessories, smart phones, personal digital assistant(s), blackberries, iPods, iPads, laptops, tablets, personal organiser's, notebooks, netbooks, kindles, eBooks, eReaders, CD's, DVD's, memory cards, speakers, headphones, Nintendo DS, games console, computer games and associated equipment).

### We/us

White Horse Insurance Ireland dac.

Cover only applies if shown in your schedule.

# WHAT IS COVERED

#### 1. Cancellation and curtailment

If **your** *trip* is cancelled or curtailed due to any one of the reasons listed below during the **period of insurance**, *we* will pay you up to £3,000:

#### Cancellation

For irrecoverable and unused travel, accommodation, car hire and excursion expenses paid or contracted to be paid by **you** in respect of **your** own *trip* (prior to any occurrence giving rise to a claim under this section).

#### Curtailment

For travel expenses necessary to return **you** home before the booked return date and a pro-rata amount representing the irrecoverable and unused costs of accommodation, car hire and excursions attributable to each complete day of **your** *trip* that is not spent overseas. (Excluding all costs attributable to the original booked outward and return travel tickets, whether used or unused).

# Reasons for Cancellation and Curtailment:

- a) death, accidental bodily injury or unexpected illness, occurring during the period of insurance, to you or a relative of you.
- b) you being called for jury service, witness call or compulsory quarantine;
- c) fire, flood or burglary at your insured address occurring or becoming apparent within 5 days prior to the commencement of the *trip* or during the course of your *trip*;
- d) your presence being required by the police following burglary at your insured address;
- e) your study course is cancelled by the College / University.

# SPECIAL CONDITIONS

It is a condition of this section that:

- 1. Any claim for Cancellation be advised verbally to **your** issuing agent within 48 hours and confirmed in writing to the claims team.
- In the event of a claim under point 1(e) above, you must obtain written confirmation from the College / University authorities confirming the reasons for such cancellation and the date such a decision was announced to the public.

# 2. Overseas course fees

If during the **period of insurance**, **your**:

- a) trip is cancelled or curtailed due the death, accidental bodily injury or unexpected illness to you, or your relative; or
- b) your study course is cancelled by the College / University.

# WHAT IS NOT COVERED

- 1. The excess shown in your schedule.
- Claims arising directly or indirectly as a result of a preexisting medical condition of you, your relative or person with whom you intend to stay whilst on your trip.
- Claims arising which are not supported by written medical confirmation and clinical reports from medical service providers, as well as all other proof of the happening of an event causing cancellation or curtailment.
- Claims arising where you have not received the necessary inoculations or vaccinations or obtained the necessary visas or passport documentation.
- Claims arising from any loss resulting from the cancellation or delay of a flight, subsequent to your initial International departure or return from or to the United Kingdom.
- Claims arising from where you will not and/or cannot travel to an area subject to disease of epidemic or pandemic proportions.
- Claims arising from you suffering from any form of a psychological condition (including anxiety, stress, depression, psychiatric or eating disorders or phobias).
- 8. Any loss as a result of the closure of air space directly attributable to volcanic eruption.
- Any curtailment claim if you do not have a pre-booked return ticket to the United Kingdom.
- 10. Any claim for the cancellation of your study course by the College / University authorities which occurred prior to the date this policy was purchased.
- 11. Claims relating to:
  - a. the cost of Airport Departure Duty, taxes and fees,
  - b. travel tickets paid for using any airline mileage reward scheme, for example Avios.
- 12. Any claim arising as a result of **your** disinclination to travel for any reason.
- Any claim for pregnancy which falls outside of the definition of complications of pregnancy and childbirth.
- 14. Any claim arising directly or indirectly from circumstances known to **you** prior to the date this insurance is purchased by **you** or the time of booking any *trip* which could reasonably have been expected to give rise to the cancellation or curtailment of the *trip*.

Cover only applies if shown in your schedule.

# WHAT IS COVERED

# WHAT IS NOT COVERED

we will pay **you** up to £2,000 for irrecoverable pre-paid **College / University** course fees **you** have paid or have contracted to pay (prior to any occurrence giving rise to a claim under this section).

#### **SPECIAL CONDITIONS**

It is a condition of this section that:

- In the event of a claim you must provide your invoice and receipts for unused course fees, charges or expenses claimed for; and]
- In the event of a claim under point 2(a) above, you must obtain written confirmation from the College / University authorities confirming that the course, or any part of it, needs to be repeated as a direct result of:
  - a) death, accidental bodily injury or unexpected illness to a relative making it necessary for you to return to your home, or
  - accidental bodily injury or unexpected illness to you which strictly necessitates absence from the course;
     and
- In the event of a claim under point 2(b) above, you must obtain written confirmation from the College / University authorities confirming the reasons for such cancellation and the date such a decision was announced to the public.
- 3. Emergency medical expenses and repatriation

We will pay **you** up £10,000,000 (including up to £2,000,000 for Emergency Repatriation) in respect of the following expenses necessarily incurred as a result of **you** sustaining *accidental bodily injury*, suffering an *illness* or dying:

- 1. Emergency Medical Expenses
- a) cost of medical, surgical or hospital treatment (including emergency dental treatment up to £200 for the immediate relief of pain to **your** natural teeth only). We reserve the right to repatriate **you**, when in the opinion of the doctor in attendance and *our* medical advisors, **you** are fit to travel;
- b) cost of transporting your remains to the United Kingdom, or the reasonable cost of a funeral in the country where death occurs, if other than your usual country of residence, up £5,000;
- c) reasonable additional transportation (economy class) and accommodation (room only) costs incurred by you, as a result of you receiving medical advice from the doctor in attendance and our medical advisors that your originally planned return journey to the United Kingdom is impossible due to medical reasons. (Payment shall be based upon the average cost of transportation and accommodation incurred prior to the originally planned return date, at our discretion).

- 1. The excess shown in your schedule.
- 2. Claims arising directly or indirectly as a result of a *pre-existing medical condition* of **you**.
- 3. Claims arising for treatment or surgery which, in the opinion of *our* medical advisors, is not essential or can reasonably be delayed until **your** return to **your** home.
- Claims arising from the additional costs of single or private hospital room accommodation.
- Claims arising from medical treatment of any kind received after you have returned to the United Kingdom.
- Claims arising from medical treatment of any kind not authorised at the time by a recognised registered medical practitioner.
- Claims arising from medical treatment of any kind occurring after you have refused the offer of repatriation when, in the opinion of our medical advisors, you are fit to travel.
- Claims arising in respect of elective medical treatment, physiotherapy treatment and other associated therapies.
- Claims arising out of your failure to contact the Emergency Assistance Service.
- Claims arising from you suffering from any form of a psychological condition (including anxiety, stress, depression, psychiatric or eating disorders or phobias).
- 11. Any claims arising directly or indirectly in respect of:
  - a. the costs of telephone calls, other than calls to the Emergency Assistance Service notifying them of the problem for which **you** are able to provide a receipt or other evidence to show the cost of the call and the number telephoned.
  - b. the cost of treatment or surgery, including

Cover only applies if shown in your schedule.

# WHAT IS COVERED

# 2. Emergency Repatriation

 a) the cost of returning you to the United Kingdom by medically appropriate means, where in the opinion of our medical advisors, such return is medically necessary.

# **SPECIAL CONDITIONS**

- In the event of your death, incurring medical expenses in excess of £250, or you being involved in an accident, or being admitted to hospital, the Emergency Assistance Service must be advised as soon as possible and liability shall only attach for expenses agreed by them. Failure to notify the Emergency Assistance Service will prejudice us and will result in our non-acceptance of liability of such claims.
- 2. If you are travelling to countries within the European Union (EU), the European Economic Area (EEA) or Switzerland you are requested to obtain a European Health Insurance Card (EHIC) from your local Post Office. You can also apply either online through www.dh.gov.uk/travellers or by telephoning 0845 606 2030. This will entitle you to benefit from the reciprocal health care arrangements which exist between countries within the EU, EEA or Switzerland. It is a condition of your insurance contract that you mitigate any cost to us.
- 3. Should you require medical treatment in Australia, you must enrol with MEDICARE. It is not necessary to enrol on arrival. You can simply do this at the first occasion on which you receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. Should you be admitted to hospital then immediate contact must be made with the Emergency Assistance Service and their authority obtained in respect of any treatment not available under MEDICARE before such treatment is provided. It is a condition of your insurance contract that you mitigate any cost to us.
- 4. In the event of your bodily injury or illness we reserve the right to relocate you from one hospital to another and arrange for your repatriation to your home area at any time during the trip. We will do this if in the opinion of the medical practitioner in attendance or the Emergency Assistance Service you can be moved safely and / or travel safely to your home area to continue treatment.
- 5. For medical expenses incurred in the United States of America (USA), we will only pay for reasonable and necessary emergency treatment, surgery, hospital and transportation costs in accordance to the negotiated rate with the provider, if one exists. If no negotiated rate with a provider exists, then we will pay a maximum amount of 150% of the USA Medicare rate.

### 4. Hospital benefit

We will pay **you** £15 for each complete 24 hours period up to £300, for each and every completed period of 24 hours for which **you** are an inpatient in a hospital abroad, as a direct result of an *accidental bodily injury* or unexpected *illness* which is covered under Emergency Medical Expenses and Repatriation section.

# WHAT IS NOT COVERED

- exploratory tests, which are not directly related to the bodily injury or illness which necessitated your admittance into hospital.
- c. any expenses which are not usual, reasonable or customary to treat **your** *bodily injury* or *illness*.
- d. expenses incurred in obtaining or replacing medication, which at the time of departure is known to be required or to be continued outside your home area
- e. any expenses you incur outside of your home area that are recoverable from the Health Authority in your home area or through a reciprocal health agreement.
- f. expenses incurred as a result of a medical condition where you have not had the recommended inoculations and/or taken the recommended medication.
- 12. Any claim for pregnancy which falls outside the definition of complications of pregnancy and childbirth.

 Claims where the Emergency Assistance Service has not been contacted and a recommended hospital has been appointed.

Cover only applies if shown in your schedule.

# WHAT IS COVERED

#### 5. Personal possessions

1. Lost, stolen or damaged personal possessions We will pay you up to £2,000, for the value of personal possessions taken or purchased on the *trip* by you which is *accidentally* lost, stolen or damaged. The maximum payment for any single item is £250. The maximum payment for *valuables* is £300.

The maximum payment for any single item for which an original receipt, proof of purchase or insurance valuation (obtained prior to the loss) is not supplied is  $\pounds 60$  subject to a maximum of  $\pounds 300$  for all such items. The maximum payment for tobacco, alcohol or fragrances (perfumes, aftershaves etc.) is  $\pounds 50$ .

# 2. Lost, stolen or damaged computer equipment & computer accessories

We will pay **you** up to £1,000 for the value of *computer* equipment and/or *computer* accessories taken or purchased on the *trip* by **you** which is accidentally lost, stolen or damaged.

The maximum payment for any single item is £750. The maximum payment for *computer accessories* is £200.

# 3. Travel documents

We will pay **you** up £150 for travel and accommodation (room only) expenses incurred in obtaining temporary travel documents and the cost of a temporary passport to return **you** home.

All claims are settled on the purchase price less a deduction for wear, tear and depreciation as follows:

- 1. Up to one year old 85% of purchase price
- 2. Up to two years old 70% of purchase price
- 3. Up to three years old 50% of purchase price
- 4. Up to four years old 25% of purchase price
- 5. Up to five years old 10% of purchase price
- 6. Over five years old nil

# WHAT IS NOT COVERED

- 1. The excess shown in your schedule.
- Wear, tear and depreciation of the article(s) (see table to the left).
- 3. Claims arising from breakage of fragile articles unless caused by fire or accident to a vehicle.
- 4. Claims arising for loss, theft or damage to prams, buggies, wheelchairs, pedal cycles, motor vehicles, marine or diving equipment and craft, surfboards, sailboards or related equipment or fittings of any kind.
- Claims arising from damage caused by leakage of powder or liquid carried within personal possessions or baggage.
- Claims arising for personal money, cheques, contact lenses, antiques, computer equipment and computer accessories of any kind, mobile telephones, TV sets.
- Claims arising for theft which are not reported to any appropriate police authority within 24 hours of discovery and an official written report obtained.
- 8. Claims arising for loss or damage which are not reported to any appropriate authority within 24 hours of discovery and an official written report obtained (and specifically for claims arising against carriers and hotels, any claim not reported in writing to such carrier or hotel within 24 hours of discovery, and an official written report obtained). In the case of an airline, a Property Irregularity Report will be required.
- Claims arising for breakage of sports equipment whilst in use.
- 10. Claims arising from delay, detention, seizure or confiscation by customs or other officials.
- Claims arising for loss, theft or damage to household goods or anything shipped as freight or under a bill of lading.
- 12. Claims arising for loss or damage of dentures or bridgework.
- 13. Claims arising for personal possessions, computer equipment and/or computer accessories left unattended in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the property. Including, theft or damage occurring on a beach or in or around a swimming pool.
- 14. Claims arising for loss, theft or damage of items from an unattended motor vehicle, unless taken from a locked boot, glove box or locked & secured roof box between 8am and 8pm local time and there is evidence of forced entry which is confirmed by a police report.
- 15. Claims arising for loss or damage to items carried on a vehicle roof rack.
- 16. Claims arising for loss, theft of or damage to *valuables* left *unattended* at any time (including in a vehicle or in the custody of carriers) unless deposited in a locked hotel safe, locked safety deposit box or left in **your** locked (doors and all windows) accommodation.
- 17. In respect of *computer equipment* and/or *computer accessories*, any claims for:
  - a. accidental damage or contamination to computer

Cover only applies if shown in your schedule.

WHAT IS COVERED	WHAT IS NOT COVERED
	<ul> <li>equipment and/or computer accessories by:</li> <li>i. erasure or distortion of data, and/or</li> <li>ii. accidental erasure or mislaying or misfiling of documents and records; and/or</li> <li>iii. viruses;</li> <li>b. for loss, theft of or damage to computer games consoles, software and software manuals, fax machines, computer disc programmes, photographic and video equipment.</li> </ul>
6. Personal money  We will pay you up to £200 in respect of loss of personal money which is the property of you and carried on your person or placed in a safety deposit box or similar locked, fixed receptacle. Cover for cash is limited to £150.	<ol> <li>The excess shown in your schedule.</li> <li>Claims arising for theft which has not been reported to any appropriate police authority within 24 hours of discovery and an official written report obtained.</li> <li>Claims for loss which has not been reported to any appropriate authority within 24 hours of discovery and an official written report obtained (and specifically for claims arising against common carriers and hotels, any claim not reported in writing to such carrier or hotel within 24 hours of discovery, and an official written report obtained).</li> <li>Claims arising from delay, detention, seizure or confiscation by Customs or other officials.</li> <li>Claims arising from shortages due to error, omission or depreciation in value.</li> <li>Claims arising for loss or theft of personal money which at the time of such loss or theft was located in checked-in luggage or an unattended motor vehicle at any time.</li> <li>Claims arising for personal money left unattended in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the property.</li> </ol>
7. Personal liability  We will pay you up to £2,000,000 for your legal liability for accidental injury to third parties and/or accidental damage to their property within the territorial limits of this section of your policy. This cover is applicable only in respect of liability under the law of the country in which the event giving rise to the claim occurred, or under the laws of the Republic of Ireland.	<ol> <li>The excess shown in your schedule.</li> <li>Claims arising directly or indirectly from, happening through or in consequence of:         <ul> <li>employer's liability, contractual liability, or liability to a member of your family.</li> <li>animals belonging to, or in the care, custody or control of you.</li> <li>wilful, malicious or unlawful acts or the use of firearms.</li> <li>the pursuit of trade, business or profession.</li> <li>ownership or occupation of land or buildings (other than your temporary trip accommodation).</li> <li>the influence of intoxicating liquor or drugs.</li> <li>the transmission of any communicable disease or virus.</li> </ul> </li> <li>Claims arising dire in consequence of ownership, possession or use of any vehicle, automobile, aircraft, watercraft, or any mechanically propelled conveyance.</li> <li>Claims for legal fees and costs resulting from any criminal proceedings.</li> <li>Any claim where you have cover under another insurance policy.</li> </ol>

# **GENERAL EXCLUSIONS – STUDY ABROAD SECTION ONLY**

These are the exclusions, which apply to the Study Abroad section of **your** policy. **You** should also refer to the specific exclusions shown under each part of this section of cover on pages 39-43 and to the general exclusions shown on pages 49-50 of this policy.

We shall not be responsible for claims which are directly or indirectly caused:

- 1. by war, risk of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, an act of terrorism, revolution, insurrection, civil commotion or unrest assuming the proportions of or amounting to an uprising, military or usurped power but this exclusion shall not apply to losses under the Emergency medical expenses and repatriation section and the Hospital benefit section unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any *trip*.
- 2. by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly;
- 3. by loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- 4. by the failure or fear of failure or inability of any equipment or any computer programme, whether or not **you** own it, to recognise or to interpret correctly or process any date as its true calendar date, or to continue to function correctly beyond that date;
- 5. from you engaging in any illegal or criminal act;
- 6. by any other loss, damage or additional expense following on from the event for which **you** are claiming unless we provide cover under this insurance. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following *bodily injury* or
- 7. by **your** wilful exposure to areas known to be infected with;
  - a) Severe Acute Respiratory Syndrome (S.A.R.S);
  - b) Avian Influenza, Asian Birdflu and/or H5N1;
  - c) or any other Influenza A viruses.
- 8. from your financial incapacity;
- 9. from which but for the existence of this insurance, would be covered under any other insurance policy(ies), including any amounts recovered by **you** from private health insurance, EHIC Card payments, any reciprocal health agreements, airlines, hotels, home contents Insurers or any other recovery by **you** which is the basis of a claim;
- 10. from the tour operator, airline or any other company, firm or person either becoming insolvent or being unable or unwilling to fulfil any part of their obligation;
- 11. from any hazardous sport and activity not included within the cover as standard;
- 12. your suicide or attempted suicide;
- 13. directly or indirectly from **your** wilful exposure to danger (except in an attempt to save human life) **You** must exercise reasonable care to prevent *illness*, injury or loss or damage to **your** property as if uninsured;
- 14. from you being under the influence of or in connection with the use of drugs, unless as prescribed by a treating doctor;
- 15. by **you** drinking too much alcohol, **your** alcohol abuse or **your** alcohol dependency.(In respect of **you** drinking too much alcohol, we do not expect **you** to avoid alcohol but we will not cover any claims that occur because **you** have drunk so much alcohol that **your** judgement is affected and **you** need to make a claim as a result).
- 16. by **you**:
  - a) jumping or diving from a pier(s), a wall(s), a bridge(s) or a rock(s) including tombstoning or shore diving,
  - b) climbing on top of or jumping from a vehicle,
  - c) climbing or jumping from a building or balcony,
  - d) climbing or moving from any external part of any building to another part (excluding where stairs are being used) and falling, regardless of the height unless **your** life is in danger or **you** are attempting to save human life.
- 17. from **you** being in or entering or descending from an aircraft other than a fully licensed passenger carrying aircraft in which **you** are travelling as a passenger other than as a member of the crew and not for the purpose of undertaking any trade, training or technical operation therein or thereon;
- 18. directly or indirectly from you being engaged in any manual employment after the commencement of the trip;
- 19. from you travelling against the advice of a medical practitioner;
- 20. from **you** travelling to a country or specific area or event to which the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation has advised the public against all, or against all but essential travel;
- 21. from your stress, anxiety, depression or any other mental or nervous disorder;
- 22. from **your** use of a motorised vehicle unless a full and valid **United Kingdom** driving licence is held by **you** that permits **your** use of such a vehicle in the **United Kingdom**;
- 23. from any circumstances known prior to the date this insurance is purchased or the time of booking any *trip* which could reasonably be expected to give rise to a claim;
- 24. from you not complying with your respective period of insurance;
- 25. from any loss of enjoyment;
- 26. any claim for travel costs incurred to reach your home, if you had not purchased a return ticket.

# **GENERAL CONDITIONS – STUDY ABROAD SECTION ONLY**

**You** will need to meet the policy conditions set out in the 'General Conditions Applicable to **your** Whole Policy' on pages 48-49 as these conditions apply to the whole policy. In addition, for this option **you** must also meet the following conditions.

- 1. All certificates, information and evidence required by *us* shall be furnished at **your** own expense or **your** legal personal representatives and shall be in such form and of such nature as *we* may prescribe. **You** shall, as often as required, submit to a medical examination on behalf of *us* at **your** own expense.
- 2. In the event of your death, we shall be entitled to have a post-mortem examination at your own expense.
- 3. Any items which become the subject of a claim for loss or damage shall be retained for *our* inspection and shall be forwarded to *our* claims team upon request at **your** expense or **your** legal personal representatives. All such items shall become *our* property following final settlement of the claim.
- 4. In the event of any occurrence which may give rise to a claim under this insurance, **you** shall take all reasonable steps to minimize any loss arising out of such claim.
- 5. This insurance is non-transferable. Should **your** *trip* be cancelled prior to departure for any reason whatsoever other than those set out in the Cancellation section of the policy then the insurance cover terminates immediately and the premium is neither apportionable nor refundable.
- 6. We and **you** are entitled to choose the law applicable to the insurance contract. We choose the laws of the Republic of Ireland and, in the absence of any agreement to the contrary, the laws of the Republic of Ireland shall apply.
- 7. We, at *our* own expense, may take proceedings in **your** name to recover compensation or secure an indemnity from any third party in respect of any loss or damage covered by this insurance and any amount so recovered shall belong to *us*.
- 8. If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this policy, all benefits thereunder shall be forfeited as well as all premiums paid.
- 9. In the event that **you** experience a problem with the policy or the claims process, please refer to the Complaints Procedure.

#### Compensation scheme

White Horse Insurance Ireland dac is covered by the Financial Services Compensation Scheme. If White Horse Insurance Ireland dac cannot meet their obligations **you** may be entitled to compensation from The Financial Services Compensation Scheme. The Financial Services Compensation Scheme provides funds for liquidators so that they may pay the valid claims of insolvent insurers. The fund will provide an amount up to £2,000 or 90% of the net loss, whichever is less. **You** can get more information about compensation fund arrangements from the following website www.fscs.org.uk.

# **Data protection**

Please note that any information provided to *us* will be processed by *us* and *our* agents in compliance with the provisions of the Data Protection Act 1998 as amended, for the purpose of providing insurance and handling claims, if any, which may necessitate such information being provided to third parties.

# **BASIS OF SETTLING CLAIMS**

#### How we settle claims for Personal Accident

- 1) We will pay any benefit under this policy to you if you are living, otherwise to your estate.
- 2) Interest will not be added to any amount payable.
- 3) We shall only pay one benefit in connection with the same accident.
- 4) **You** must produce for **us** any medical certificates and other evidence which may be required to support **your** claim. In addition **you** must submit to a medical examination at **our** expense as often as is required in connection with any claim.
- 5) If an **accident** happens which gives rise to a claim and for which **we** make payment under permanent total **disablement** or total loss of one or more limbs or eyes, the policy shall cease to apply.

# How we settle claims for mobile phones and games consoles.

- 1) Replacement Equipment If a mobile phone/games console cannot be replaced with an identical mobile phone/games console of the same age and condition, we through our preferred suppliers, will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original mobile phone/games console. We cannot guarantee that the replacement mobile phone/games console will be the same colour as the original item. Where an equivalent refurbished item is not available, we will replace with new.
- 2) Repairs Repairs will be carried out using readily available parts. Where possible we will use original parts but in some cases, unbranded parts may be used.
- 3) If **we** agree not to repair or replace an item, **we** will make a cash or voucher settlement equal to the cost **we** would have paid for replacement or repair through **our** preferred suppliers.
- 4) Where an excess applies, this will be taken off the amount of your claim.

# How we settle claims for all other sections of the policy.

- 1) If an item has been damaged and it can be economically repaired **we**, cover4students.com or their representative will either arrange or authorise repair and **we**, cover4students.com or their representative will pay the cost of repair.
  - Otherwise, **we**, cover4students.com or their representative will replace the item with a new one of similar quality through **our** preferred suppliers, or **we**, cover4students.com or their representative will pay the replacement cost of a new item of similar quality.
  - If we, cover4students.com or their representative agree not to repair or replace an item, we, cover4students.com or their representative will make a cash or voucher settlement equal to the cost we would have paid for replacement or repair through our preferred suppliers.
- 2) **We**, cover4students.com or their representative will not pay the cost of replacing or changing undamaged items or parts of items which belong to a set, suite or which have a common design or use such as suites of furniture and carpets which are only damaged in one area, when the loss or damage relates to a specific item or part of one item or to a clearly defined area.
- 3) **We,** cover4students.com or their representative will not pay for any loss of value to any item, which **we** have repaired or replaced.
- 4) Where an excess applies, this will be taken off the amount of your claim.
- 5) If loss or damage happens and the **sum insured** on **your schedule** is less than the cost of replacing all **your** possessions as new, **we**, cover4students.com or their representative will, where appropriate, take off an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.

The most **we**, cover4students.com or their representative will pay for any one claim is the amount it will cost **us** to replace all **your** possessions as new but not more than the **sum insured** and any limits shown in **your schedule**.

# **CLAIMS CONDITIONS**

- 1) **We,** cover4students.com or their representative are entitled in the event of any loss of or damage to property to enter any building where the loss or damage has occurred and to take and keep possession of all such property and to deal with the salvage in a reasonable manner. No property may be abandoned to **us**.
- 2) Send any claim form, application notice, legal document or other correspondence sent to **you** to **us** straightaway without being answered. Written notice must also be given to **us** immediately **you** have knowledge of any prosecution or inquest in connection with any event for which there may be liability under this policy. No admission, offer, promise, payment or indemnity made or given by or on behalf of **you** without **our** written consent.
- 3) **We,** cover4students.com or their **representative** shall be entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name for **our** own benefit any claim under this policy.
- 4) **We,** cover4students.com or their **representative** will be entitled at any time in **our** or **your** name to take steps for the recovery of any part of the property insured or for securing reimbursement in respect of any loss or damage and **you** will give **us** all the information and assistance **we** may reasonably require. Upon payment of any claim under this policy (other than for repair) any part of the property insured in respect of which payment is made will belong to **us** subject to **your** right to reclaim it upon repayment to **us** of the amount paid.
- 5) If at any time any claim arises under this policy and there is other insurance covering the same loss or liability or any part thereof **we** shall not pay more than a rateable proportion of such claim.
- 6) If you find a credit card is missing tell the credit card company immediately and tell us as soon as you can.
- 7) If **you** are a victim of theft, riot, vandalism or something is lost, tell the police within 24 hours of discovering the loss or damage and ask for an incident number, then tell **us** as soon as **you** can.
- 8) You must not admit, settle, reject, negotiate or promise to pay any claim without our written permission. We will not unreasonably hold back our permission.
- 9) You must provide us with all the details and evidence which we ask for concerning the cause and amount of any loss, damage or injury. Where we have asked you for specific information relevant to your claim we will pay for any reasonable expenses you incur in providing us with the information. You must also help us to take legal action against anyone or help us defend any legal action if we ask you to.

# WHAT IS COVERED

**We** will repair or replace the lost or damaged property or pay in cash or vouchers the amount of the loss or damage.

If the damage can be repaired but repair or reinstatement is not carried out, **we** will pay the reduction in the value of the item in cash or vouchers resulting from the damage, but not exceeding the estimated cost of repair.

We will not automatically reinstate the sum insured under your policy in the event of a claim, unless we have given you written notice to the contrary before payment.

# WHAT IS NOT COVERED

- We will not pay more in total than the sum insured stated on your schedule and this must be adequate to cover the full cost of replacing as new all items, other than clothing, household linen and rented household goods, and college/university property on loan.
- **We** will deduct an amount for wear, tear and depreciation in respect of:
  - Clothing and household linen.
  - Rented household goods.
  - College/university property on loan.
- Set in your schedule or in this policy are limits in respect of individual items or groups of items:
  - TV, Game Consoles, Video, DVD players including portable radios, cassettes or compact disc players.
  - Photographic equipment (including film slides, negatives and photographic prints) video cameras and camcorders.
  - Jewellery, watches and other valuables.
  - CD's, video audio cassettes, discs, records, cartridges, CD ROM's and computer games.

# **GENERAL CONDITIONS APPLICABLE TO YOUR WHOLE POLICY**

These are the conditions of the insurance **you** will need to meet as **your** part of this contract. There are other conditions of insurance applicable to the Legal Expenses section on pages 18 & 19 and to the Study Abroad section on page 45. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

# 1) The Value of Your Property

You must notify us immediately if at any time the sums insured for your personal possessions, computer equipment, and all risks extensions are less than the cost of replacing all these items as new, except for clothing and household linen, rented goods and college/university property on loan where a deduction will be made for wear and tear.

If at any time the replacement value exceeds the **sum insured** on **your schedule**, in the event of a claim, **your** financial position could be seriously prejudiced by the application of the average condition.

#### 2) Average

We will not pay more than the total sum insured stated on your schedule. If at the time of a loss or damage you own or are legally responsible for personal possessions, computer equipment, and all risks items, which in total has a greater value than the sum insured, we will only be able to settle claims at the percentage you are insured for. For example, if the value shown on your schedule only represents 80% of the full replacement cost, then we will not pay more than 80% of your claim.

# 3) Taking care

You must at all times

- a) Take all steps to prevent accident, loss or damage.
- b) Take all steps to ensure that all external doors and accessible windows to the **insured address** or the building, which contains the **insured address**, are fitted where possible with adequate locks, which should be left operative whenever the **insured address** is left **unoccupied**.
- c) Maintain all the property insured in a sound condition and allow us to have at all times access to it.
- d) On discovery of any event which may give rise to a claim you must without delay:
  - i) Give written notice to **us** stating all particulars known to **you.**
  - ii) If any part of the property insured is lost, stolen, or damaged by thieves, notify the police immediately and do everything possible to discover any guilty person and recover the missing property.
  - iii) Supply to **us** all such proofs, information and other evidence relating to the claim as **we** may require. Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any expenses **you** incur in providing **us** with the information.

No claim can be settled unless notified to us in accordance with the terms of this condition.

#### 4) Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by **you** or anyone acting on **your** behalf to obtain benefit under this policy all benefit to **you** will be forfeited.

# 5) Cancellation

- a) Please refer to the 'Fraud condition' above. **We** may also cancel the policy where **we** have identified serious grounds, such as;
  - failure to provide us with information we have requested that is directly relevant to the cover provided under this policy or any claim;
  - ii) the use or threat of violence or aggressive behaviour against our staff, contractors or property;
  - iii) the use of foul or abusive language;
  - iv) nuisance or disruptive behaviour

We will contact you at your last known address and, where possible, seek an opportunity to resolve the matter with you. Where a solution cannot be agreed between us, we may cancel the policy by giving you 14 days notice.

This will not affect **your** right to make a claim for any event that happened before the cancellation date. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claim has been made during the current **period of insurance**.

- b) You may cancel this policy, in which case you will be entitled to a pro rata refund of your premium less a £10 administration charge except where:
  - i) The notification of cancellation is received by **us** less than 4 months prior to the expiry date of the policy, in which case no refund will be made.
  - ii) Your premium is £40 or less in total in which case no refund will be made.
  - iii) You have claimed during the insurance period.
- c) If you cancel this policy within the first 14 days, as long as you have not made a claim, we will refund all the premium you have paid.

# 6) Arbitration

If any difference arises as to the amount being paid under this policy (liability being otherwise admitted) such difference will be referred to an arbitrator to be appointed by the parties in accordance with any statutory provisions for the time being in force. Where any difference is by this condition to be referred to **arbitration** the making of any award shall be a condition precedent to any right of action against **us**.

# 7) Change of address

**You** must notify **us** of any change of address in writing within 14 days if cover is to apply in any address other than the **insured address**. Where the **insured address** is a designated hall of residence, there will be no cover under this insurance beyond 14 days given for such notification. A new policy will then be required.

#### 8) Financial Sanctions

**We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

# GENERAL EXCLUSIONS APPLICABLE TO YOUR WHOLE POLICY

These exclusions apply to the whole policy

#### 1) Radioactive contamination

We will not pay for any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by or arising from

- a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### 2) War Risks

**We** will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of terrorism or war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

#### 3) Sonic Bangs

We will not pay for loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### 4) Pollution or contamination

**We** will not pay for any claim or expense of any kind caused directly or indirectly by pollution or contamination, other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

All pollution or contamination, which arises out of one incident, shall be deemed to have occurred at the same time such incident takes place.

# 5) Reduction in value

**We** will not pay for any reduction in the value of the property insured following repair, reinstatement or replacement paid for under this policy.

#### 6) Miscellaneous exclusions

We will not pay for:

- a) Any liability arising from an agreement, which would not have existed in the absence of that agreement.
- b) Any accident, injury, loss or damage occurring before the cover under this policy started.
- c) Any loss or damage caused by deception, unless it is only entry that is gained by deception.
- d) Any liability arising directly or indirectly from any business, profession or trade.
- e) Any liability arising directly or indirectly from the transmission of any communicable disease.
- By **you** or any person living with **you**.
- f) Any property primarily owned or held in trust in connection with any business, profession or trade, other than that relating to the letting of **your** property.
- g) Any property used for entertaining where any form of payment is received.

# 7) Uninsurable Risks

We will not pay for:

- a) The cost of maintenance.
- b) Damage caused by wear and tear, atmospheric and climatic conditions (other than storm or flood), rot, fungus, insects, vermin or any gradually operating cause.
- c) Damage caused by the process of cleaning, dyeing, repair or restoration.
- d) Mechanical or electrical breakdown.
- e) Damage to any property or appliance by or resulting from the failure of part of it (whether belonging to **you** or not) correctly to recognise or respond to any date whether occurring before, during or after the year 2000.
- f) Confiscation or detention by order of any government, public or police authority.

# 8) Matching items

We will not pay the cost of replacing, repairing or changing any undamaged items or parts of items forming part of a set or other items of a common nature, colour, design or use. This applies if the other items can still be used and the loss or damage only affects one part of the set.

# 9) Existing and deliberate damage

**We** will not pay for any loss or damage, which happens before this cover starts, or which arises from an event before cover starts or any loss or damage caused deliberately by **you** or any member of **your** family.

#### 10) Terrorism

This insurance does not cover any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purpose of this exclusion, terrorism means the use or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government(s) or put any section of the public in fear.

# **HOW TO MAKE A CLAIM**

#### For all claims except:

- a) Legal Expenses claims, and
- b) Study Abroad | Cover Whilst Studying Outside The UK claims:
- 1) Cover4students.com will deal with all claims. **You** must refer all correspondence and telephone enquiries to cover4students.com at the following address:

Cover4students Claims Team, Stream Claim Solutions, 60 Spring Gardens, Manchester M2 2BQ

Telephone: 0161 974 1101

Check **your** policy to ensure that the cause of the loss or damage is covered. **Your schedule** will show which cover sections are operative.

- 2) If you have a valid claim, obtain a claim form from cover4students.com. Complete and return it along with:
  - a) Receipts, bills, valuations or repair estimates as appropriate for all claims for loss or damage.
  - b) Full details of **accident** or injury and early prognosis for personal **accident** claims.
  - All claims for theft or loss must be reported to the police.
- 3) Remember that some of **your** cover (for example personal liability) is provided to cover **you** against claims made by others. If **you** are held responsible for loss, damage or injury it is essential that **you**:
  - a) Tell us immediately and provide details in writing as soon as possible and
  - b) Send any claim form, application notice, legal document or other correspondence sent to **you** to **us** straightaway without being answered. Do not admit liability or reply to any correspondence without **our** authority. **We** will then deal with all matters relating to that claim on **your** behalf.
- 4) In some cases **we** may arrange either for a member of **our** staff or an independent chartered loss adjuster to discuss **your** claim with **you**. This is not always necessary but when it is **we** will advise **you** of the name and address of the loss adjuster and monitor progress of the claim for **you**.

Please do not worry if **we** arrange for a loss adjuster or member of staff to visit **you**. It is a normal claims procedure and aims to speed up consideration of claims.

Certain types of claim will be considered directly by the insurers if referred to them by cover4students.com.

#### For all Legal Expenses claims:

The Legal Claims Notification and Advice Helpline Service provides advice on any problem affecting **you**. All potential claims must be reported initially to the Claims Notification and Advice Helpline for advice and support.

#### Legal Claims Notification & Advice Helpline Service: - 01384 887575

We will not accept responsibility if the Claims Notification and Advice Helpline Services fail for reasons beyond our control.

# For all Study Abroad | Cover Whilst Studying Outside The UK claims:

1. For 24 hour emergency assistance service:

Telephone: +44 (0)1733 224 892 24 hours a day, 365 days a year.

2. For all other claims under this section:

Please telephone White Horse Administration Services Limited on +44 (0)1733 224 845 or email claims@white-horse.ie.

Please note that it is a condition of **your policy** that **you** notify **us** of **your** intention to make a claim within 31 days of the incident date.

When **you** contact **us** please ensure that **you** have the following information available to **you** as **we** will require it to register **your** claim:

- Your policy number
- Date of purchase of your policy
- **Trip** booking details
- Actual or intended travel dates
- Incident date
- Brief circumstances of your claim
- Value of **your** claim

Please note that your claim may be delayed if you are unable to advise us on the above information.

# **COMPLAINTS PROCEDURE**

#### **OUR COMMITMENT TO CUSTOMER SERVICE**

**Our** aim is to provide **you** with a high quality service at all times, although **we** do appreciate that there may be instances where **you** feel it is necessary to lodge a complaint.

# For all complaints relating to sections 1 - 5 and 7 - 24 only

If you do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note, however, that should **you** wish to direct **your** complaint directly to Lloyd's in the first instance, **you** may do so by using the contact information referenced in Step 2 below.

#### Step 1

Should **you** have any query or complaint regarding service, **you** can contact cover4students.com by telephone, letter, or e-mail.

Tel: 0161 772 3390

Postal Address:

Cover4students.com

UK & Ireland Insurance Services (Online) Limited,

The Stables, Old-Co-op Yard,

Warwick Street,

Manchester,

M25 3HB.

E-mail: customerservices@cover4students.com

Should **you** have any query or complaint regarding the way **your** claim has been dealt with, please contact the Cover4students Claim Team as follows:

By telephone: 0161 974 1101

By writing to:

Cover4students Claim Team, Stream Claim Solutions, 60 Spring Gardens, Manchester, M2 2BQ.

By email: complaints@streamcs.co.uk

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

#### Step 2

Should **you** remain dissatisfied with the outcome of **your** complaint, **your** legal rights are not affected and **you** may refer **your** complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's Fidentia House Walter Burke Way Chatham Maritime Kent ME4 4RN

Tel: +44 (0)20 7327 5693 Email: complaints@lloyds.com

Details of Lloyd's complaints procedure are set out in a leaflet "Your Complaint - How We Can Help", which is available at http://www.lloyds.com/complaints. Alternatively, **you** may ask Lloyd's for a hard copy.

#### Step 3

If you still remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. The contact information is:

Financial Ombudsman Service Exchange Tower London E14 9SR

Tel: 0800 0234 567 (normally free from a fixed line, but charges may apply from mobiles). Tel: 0300 1239 123 (normally charged at the same rate as 01 / 02 on mobile phone tariffs). Email: complaint.info@financial-ombudsman.org.uk

# For all complaints relating to section 6 - Legal Expenses only

If your complaint relates to this section of your policy, please contact the sales and service number shown in your schedule. If your complaint relates to a claim, you should write to:-

The Managing Director Legal Insurance Management Ltd 16-18 Hagley Road Stourbridge West Midlands DY8 1PS

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than 2 million and fewer than ten staff. Contact details for the Financial Ombudsman Service are noted above in Step 3.

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local Authority Trading Standards Service or Citizens Advice Bureau.

# For all complaints relating to section 25 - Study Abroad | Cover Whilst Studying Outside the UK only

If your complaint relates to service or your policy sale, please contact cover4students.com by telephone, letter, or e-mail.

Tel: 0161 772 3390

Postal Address:
Cover4students.com
UK & Ireland Insurance Services (Online) Limited,
The Stables,
Old-Co-op Yard,
Warwick Street,
Manchester,
M25 3HB.

E-mail: customerservices@cover4students.com

If your complaint relates to the way your claim has been dealt with, you should write to:-

The Customer Experience Manager White Horse Insurance Ireland dac First Floor Rineanna House Shannon Free Zone Shannon County Clare Republic of Ireland

Alternatively, please email: complaints@white-horse.ie.

If you are still not satisfied with the decision after following the above procedure, you may then write to:

The Financial Services Ombudsman's Bureau
Third Floor
Lincoln House
Lincoln Place
Dublin 2
Republic of Ireland

Email: enquiries@financialombudsman.ie Web: www.financialombudsman.ie

Please note the Ombudsman will not consider **your** complaint until a final response letter has been issued by White Horse Insurance Ireland dac, as outlined above.

Please quote **your** policy number and **your** claim number in all **your** correspondence to all parties involved with this procedure.

Alternatively, if **you** purchased **your** insurance online, please note that **you** can, if **you** wish, also submit **your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU), who have bought goods or services online, get their complaint resolved. **You** can access the ODR Platform by clicking on the following link: http://ec.europa.eu/consumers/odr/

This does not affect **your** right to submit **your** complaint following the process above. Please note that under current rules the European Commission will ultimately redirect **your** complaint to the Financial Ombudsman Service (FOS) for complaints relating to sections 1-24 and to the The Financial Services Ombudsman's Bureau (FSOB) for complaints relating to section 25.

# **DATA PROTECTION**

Any information provided to **us** by **you** or regarding **you** will be processed by **us** in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims. This may necessitate providing such information to third parties.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Subject to the provisions of the Data Protection Act 1998 **you** are entitled to receive a copy of the information **we** hold about **you**. **You** may be charged a fee for this. Such requests should be made to:

The Data Protection Officer Canopius Managing Agents Limited Gallery 9 One Lime Street London EC3M 7HA

Any information you give us will be used by us and we may also share this information with other group companies.

# FINANCIAL SERVICES COMPENSATION SCHEME

The insurer is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if the insurer is unable to meet its obligation to **you** under this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk.

# **IMPORTANT CONTACTS**

MAKE A CLAIM - SECTIONS 1 TO 5 & 7 TO 24

Download a claim form www.cover4students.com

Telephone 0161 974 1101

E-Mail claims@cover4students.com

**MAKE A CLAIM - SECTIONS 6 ONLY** 

Legal claims notification & advice helpline service

Telephone 01384 887575

**MAKE A CLAIM - SECTION 25 ONLY** 

24 hour emergency assistance service - 24 hours a day, 365 days a year.

Telephone +44 (0)1733 224 892

For all other claims under this section:

Telephone +44 (0)1733 224 845 Email claims@white-horse.ie.

**GENERAL ENQUIRIES, RENEWALS & POLICY ADJUSTMENTS** 

Please contact Cover4students:

By telephone: 0161 772 3390

By Email: customerservices@cover4students.com

By Post: Cover4students,

UK & Ireland Insurance Services (Online) Limited,

The Stables, Old Co-op Yard Warwick Street, Manchester, M25 3HB

Telephone lines are open Monday to Friday 9.00am - 5.00pm excluding public holidays.

# **OTHER PRODUCTS**

**Cover4students Products** 

Student Possessions Insurance Student Mobile Phone Insurance Student Pedal Cycle Insurance Student Travel Insurance International Student Cover

Students Study Abroad Travel Insurance

**Cover4Insurance Products** 

Travel Insurance
Mobile Phone Insurance
Tenants Possessions Insurance
Landlords Insurance
Pet Insurance
Event Insurance
Temporary Car Insurance
Pedal Cycle Insurance

Caravan Insurance

Web Address www.cover4students.com

Web Address Telephone www.cover4insurance.com 0161 772 3382

Telephone lines are open Monday to Friday 9.00am – 5.00pm excluding public holidays.



**Telephone** 0161 772 3390