COUPry students.com

Campus Block Halls Policy wording

Your Campus Block Halls Possessions Policy

CONTENTS

INDEX Your Possessions Policy Definitions	y	PAGE 2-3 4-6
COVER SECTIONS		
Section 1	Personal Possessions Within The Insured Address (A) Replacement Locks & Keys (B) Food Spoilage: Failure Of Fridge/Freezer (C) Damage To Clothing: Failure Of Laundry Equipment	7-9 8 9 9
Section 2	(A) Desktop Computer Equipment Room Only (B) Computer Equipment Room Only	9 10
Section 3	Vacation Cover	10
Section 4	Course Fees & Rental Protection	11
Section 5	Criminal Assault	11
Section 6	Legal Expenses	12-16
	Definitions	12
	Cover Constant Evaluations - Logal Evaluation Calif.	13-14
	 General Exclusions - Legal Expenses Section Only General Conditions - Legal Expenses Section Only 	15 16-17
Section 7	Accidental Damage	18
Section 8	Personal Accident	10
Section 9	Credit Cards	20
Section 10	Personal Money	20
Section 11	College University Property On Loan	20
Section 12	Landlords Property – Tenants Liability	21
Section 13	Accidental Death Or Redundancy Of A Parent Or Guardian	21
Section 14	Legal Liability	22
Section 15	Specified Items Cover Anywhere Within The Uk	23
Section 16	Mobile Phones Cover Anywhere Within The Uk	24
Section 17	Pedal Cycles Cover Anywhere Within The Uk	25
Section 18	Digital Download Cover	25
Section 19	Examination And Coursework	26
Section 20	Orchestral Instruments : Cover Anywhere Within The Uk	26-27
Section 21	Musical Instruments: Cover Anywhere Within The Uk	27-28
Section 22	Unspecified Items Cover Anywhere Within The Uk	28
Basis Of Settling Claims		29
Claim Conditions	Nicable To Your Whole Policy	29 30-31
	licable To Your Whole Policy Ilicable To Your Whole Policy	31-33
How To Make A Claim	licable to tour whole rolley	33
Complaints Procedure		
Compensation Scheme		
Data Protection Act		
Claims & Underwriting Exchange Register (CUE)		
Important Contacts		34

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, 5 and 6; they are printed in **bold type** whenever they appear in the policy.

There are some general exclusions which apply to your policy and we have listed these on pages 31 & 32.

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 2) and when **you** must tell **us** of a change of address (page 31). 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. 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.

This insurance is 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.

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.

GOVERNING LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

CANCELLATION

If **you** decide that for any reason, this **policy** does not meet **your** insurance needs then please return it to cover4students.com within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, cover4students.com will then refund **your** premium in full.

If **you** wish to cancel **your policy** after 14 days and there is more than 4 months left on the **policy** until the expiry date, **you** will be entitled to a pro- rata return of premium providing no claims have been made or are pending, minus a £10 cancellation charge

If there is less than 4 months left on the **policy** until the expiry date **you** may cancel the insurance cover at any time however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- Where we reasonably suspect fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with **policy** terms and conditions
- You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your policy** being cancelled from the date **you** originally took it out.

If **we** cancel the **policy** and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

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 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.

DEFINITIONS

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.	
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.	 Equipment used for business purposes. Loss or erasure of, or any damage, distortion or corruption to records, data programs and software. Indirect loss of any kind. Laptop & portable computers.
Disablement Means physical incapacity that entirely prevents you from attending to major duties of your own studies.	
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.	
Insured Address The room or rooms occupied by you at the address stated on your schedule.	
Landslip or Landslide Downward movement of sloping ground	

DEFINITIONS

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
Laptop & Portable Computers Includes all small hand held or Lap held computers defined as but not limited to laptop, palmtop, personal digital assistants (PDA's) or tablets.	Desktop computer equipment.
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 .	 Securities, promotional vouchers, lottery and raffle tickets and Air Miles vouchers. Money used or held for business purposes.
Occupied You are residing at the insured address , and it is not left unoccupied .	
Off Campus Privately rented accommodation.	
Orchestral Instrument(s) Brass, woodwind and stringed instruments and non- electrical pianos.	All other musical instruments.
Period of Insurance The period shown in the schedule , for which we agree to grant cover.	
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.	 Caravans, boats, motor vehicles, trailers, vessels, aircraft, surf & sailboards and their respective parts or accessories. Mobile phones their accessories and related costs. Securities or documents of any kind. Living creatures. Personal possessions used for business purposes. Pedal cycles and accessories. Property more specifically insured by this or another policy. Desktop computer equipment and accessories. Laptop & portable computers and accessories. Contact Lenses. Money and credit cards. Orchestral Instrument(s) and accessories
Possessions Policy This comprises your signed proposal form, policy booklet, your schedule and any endorsements.	
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.	

DEFINITIONS

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
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.	
We / Us / Our UK General Insurance Ltd on behalf of Great Lakes Reinsurance SE.	
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.		
Fire.	• Loss or damage caused by scorching without a fire actually starting.	
Explosion, lightning, or earthquake.		
Smoke.	• Loss or damage caused by smog, agricultural or industrial operations or anything, which happens gradually.	
Storm or flood.	 Loss or damage caused by dampness or condensation. Loss or damage to personal possessions left in the open. 	
Subsidence or heave of the site on which the insured address stands or landslip or landslide.	 Loss or damage caused by coastal or river erosion. Loss or damage caused by bedding down of new structures or settlement of newly made up ground. 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. Any claim for which compensation is provided by another source. Loss or damage resulting from demolition or structural repairs or alterations to the insured address. 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. Loss or damage caused by or from faulty workmanship or materials or poor or faulty design. 	
 Escape of oil from any fixed domestic heating installation. Escape of water from any washing machine, dishwasher, refrigerator or freezer, fixed domestic water or heating installation or fixed fish tank. 	 Loss or damage Occurring when the insured address is unoccupied. To the component or appliance from which the water or oil escapes. 	
Theft or attempted theft.	 Loss or damage caused by you or anyone who lives with you. Loss or damage occurring when the insured address is unoccupied unless shown on your schedule. 	
Impact within the insured address involving a vehicle, train or animal.	Damage caused byDomestic pets for which you are responsible;Insects or vermin.	
Impact within the insured address 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

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.

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**.

If **you** are an international student this section is extended to include the point of you entering/leaving the **United Kingdom** to the **insured address**.

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**.

WHAT IS NOT COVERED

- 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.
- Loss or damage while your personal possessions are in storage.
- Anything under 'what is not covered' paragraphs for any other cause.
- Theft from an unattended motor vehicle.
- 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.
- 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.
- 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.

SECTION 1A : REPLACEMENT LOCKS AND KEYS

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 keys and locks to an external door at • the **insured address** following damage resulting from burglary.

WHAT IS NOT COVERED

• 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

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.

WHAT IS NOT COVERED

- 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

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.

WHAT IS NOT COVERED

- 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

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 reimbursement of course fees (which are non-refundable) and/or rent paid in advance or due under a signed Rental Agreement subject to a 14 day deferred period if **you** become temporarily totally disabled as a result of:

- death of **the insured**.
- sickness or accidental bodily injury which results in your disablement and you are unable to remain in your rented accommodation.

Conditions

- We will require a Doctor's Certificate or letter confirming the accident / sickness from a practising qualified medical practitioner in the UK.
- 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 possible

WHAT IS NOT COVERED

- The excess shown in your schedule.
- More than the sum insured chosen for course fees and rent 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.
 - b) Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex however the syndrome has been acquired or may be named.
 - c) **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.
 - i) **You** engaging in aviation except when travelling by air as a paying passenger.
 - j) 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.

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.

Insurer

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

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.

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

The Insurer and/or Legal Insurance Management Limited, the Coverholder or the authorised professional.

Legal Insurance Management Limited is authorised and regulated by the Financial Conduct Authority under registration number 552983. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

SECTION 6 : LEGAL EXPENSES

Cover only applies if shown in your schedule

WHAT IS COVERED

Personal Injury

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

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*.

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.

- 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 15.
- 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 15.
- 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 15.

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.

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 £5,000 any one claim.

- 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 15.
- 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 15.

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 13-14 and to the general exclusions shown on pages 31–32 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. Claims arising from:
 - a) ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) any radioactive, toxic, explosive, or other hazardous properties of any nuclear assembly or component thereof.
 - c) war terrorism or any like or any associated risk.
 - d) seepage pollution or contamination of any kind.
 - e) pressure waves caused by aircraft or other aerial devices
- 9. Any dispute relating to written or verbal remarks which damage your reputation.
- 10. 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.
- 11. 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.
- 12. *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.
- 13. A dispute which relates to any compensation or amount payable under a contract of insurance.
- 14. A dispute with us not dealt with under the Arbitration Condition.
- 15. Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off, intellectual property, trade secrets or confidential information.
- 16. An application for judicial review.
- 17. Any dispute or prosecution involving a motor vehicle unless the dispute relates to a personal injury claim.
- 18. Any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products).
- 19. Any claim arising from a stress or psychological related condition.
- 20. 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.
- 21. A claim falling within the Small Claims Track limits (other than as detailed in the "Consumer Disputes" section).
- 22. 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.
- 23. 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.
- 24. Any matter in respect of which an *Insured Person* is entitled to Legal Aid.
- 25. Any professional fees incurred in defending or pursuing new areas of law or test cases.
- 26. Any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products.

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 30-31 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.

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 Insurer's agent and in the matters of a claim act on behalf of the Insurer.

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

- 1. 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.

GENERAL CONDITIONS – LEGAL EXPENSES SECTION ONLY (CONTINUED)

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.

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

We have the right to refuse to pay a claim or to avoid this Insurance in its entirety if **you** make a claim which is in any respect false or fraudulent.

Data Protection Act 1998

The data supplied by **you** will only be used for the purposes of processing **your** policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which *we* have mentioned herein.

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, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF.

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

The Insurer detailed within the **schedule** 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, camera equipment, **desktop computer** equipment, laptop & portable computers, 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.

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

Sum Insured Selected	£10,000		
Death	£10,000		
Permanent Total Disablement as a result of accidental bodily injury occurring in the United Kingdom during the period of insurance	£10,000		
Reimbursement of necessary costs incurred for Repatriation to Country of origin if you are an international student following such illness that you are unable to continue on your course at the college/university at which you are a full time student.	£10,000		
Total loss of or loss of use of:			
Visual power of both eyes	£3,750		
Right arm	£3,500		
One leg	£3,500		
Left arm	£3,250		
Right hand	£3,000		
Left hand	£2,500		
Auditive power of both ears	£2,500		
One foot	£2,500		
Right forefinger	£750		
Left forefinger	£600		
Right ring or middle finger	£400		
Left ring or middle finger	£300		
Big toe	£250		
Other toe	£150		

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 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.
- Pregnancy or childbirth, mental illness, the effects of alcohol or drugs, suicide or attempted suicide or wilful exposure to needless peril.
- Solvent abuse.
- Any illness directly or indirectly attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and mutant derivative thereof.
- Whilst a detainee in any prison establishment.
- Whilst driving with more than the legally permitted level of alcohol in the blood.
- Organising and/or arranging repatriation.
- We will not pay for more than one of the benefits listed.

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 and loss occurs 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** and loss occurs 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

We will pay 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.

WHAT IS NOT COVERED

- 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 PARENT OR GUARDIAN

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** 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 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 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.

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 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 personal possessions 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.
- Orchestral instruments and accessories.
- Customs or other official body confiscating **your** belongings.
- Loss or damage caused by pets.
- Loss or damage occuring in your insured address expect where:
 - the insured address is occupied
 - the insured address is a halls of residence

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 for:

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. 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 £150.00 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 £5.00.

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.
- Any claim occurring outside the **United Kingdom**.
- For any loss suffered as a result of not being able to use the insured phone.
- For theft of the insured phone:
 - 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.
 - From you except where it has been concealed and not left unattended or force has been used or threatened.
 - 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.
- Accidental loss 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.
- Damage caused by:
 - **You** deliberately damaging or neglecting the insured phone.
 - Not following the manufactures instructions.
 - Pets.
- Accidental damage where the insured phone has not been sent to us for inspection.
- Repair or replacement cost for:
 - Loss caused by a manufactures 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 the 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.
 - Mobile phone accessories
 - Any mobile phone purchased from outside the United Kingdom.

SECTION 17: PEDAL CYCLES | COVER ANYWHERE IN THE UK

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

WHAT IS COVERED

We will pay for theft or accidental damage of your pedal cycle up to the sum insured stated in the schedule occurring anywhere within the United Kingdom.

WHAT IS NOT COVERED

- The excess shown in your schedule.
- Any amount above the **sum insured** stated in **your schedule** for Pedal Cycles.
- Pedal cycle accessories unless the pedal cycle is stolen or damaged at the same time.
- Theft from unattended motor vehicles.
- Any theft not reported to the police within 24 hours of the incident and being recorded as a theft and allocated a crime reference number.
- Accidental loss.
- Damage caused by anything, which happens gradually.
- Damage caused by wear and tear, damp, vermin, fungus, cleaning, altering or repairing, restoration, mechanical or electrical breakdown, loss of value.
- Loss or damage 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 a designated cycle storage on campus for not more than 30 days.
- 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.
- Customs or other official body confiscating your belongings.
- Loss or damage caused by pets.

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 desktop computer equipment & laptop & portable computers, 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 download protection.
- 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

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.

WHAT IS NOT COVERED

- 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: ORCHESTRAL 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 orchestral instrument(s)** anywhere within the **United Kingdom**.

We will also pay the costs up to £100 of hiring a temporary replacement **orchestral instrument(s)** 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 Orchestral Instruments.
- Any amount above the sum insured stated on your schedule.
- Any claim for damage to **your orchestral 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 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 orchestral instruments** whilst left in an unattended vehicle.
- Delay, confiscation, nationalisation or detention by customs or other government or public authority.
- Depreciation or diminution in the value of **your** orchestral 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.
- Loss or damage to your orchestral 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.
- Damage to your orchestral instruments sustained in travel unless they are securely packed in a purpose designed, rigid bodied case.

SECTION 20: ORCHESTRAL INSTRUMENTS | COVER ANYWHERE WITHIN THE UK

(continued)

Cover only applies if shown in your schedule

WHAT IS COVERED

WHAT IS NOT COVERED

- Accidental damage to cymbals.
- Where your orchestral instrument(s) 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 orchestral instrument(s) is in a secure locked room, with any security devices in operation, up to a maximum period of 72 hours at a time.

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.
- Orchestral instruments and accessories.
- 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.

SECTION 21: MUSICAL INSTRUMENTS | COVER ANYWHERE WITHIN THE UK

(continued)

Cover only applies if shown in your schedule

WHAT IS COVERED

WHAT IS NOT COVERED

- 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.
- Damage to your musical instruments sustained in travel unless they are securely packed in a purpose designed, rigid bodied case.
- Accidental damage to cymbals.
- 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.

SECTION 22: UNSPECIFIED ITEMS | COVER ANYWHERE WITHIN THE UK

Cover only applies if shown in your schedule

WHAT IS 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 £250.
- 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.
- Orchestral instruments and accessories.
- Customs or other official body confiscating your belongings.
- Loss or damage caused by pets.

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 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 total cost of replacing all of the possessions as new, less an allowance for wear and tear for clothing, and household linen is greater than the **sum insured** shown in the **schedule**, **we**, cover4students.com or their representative will pay only that proportion of the loss which the **sum insured** bears to the true replacement cost.

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. 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 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

WHAT IS NOT 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.

- 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, 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 audiocassettes, 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 16-17. 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 cover4students.com immediately if at any time the sums insured for your personal possessions, computer equipment, and any 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

If at the time of a loss or damage you own or are legally responsible for **personal possessions, computer equipment**, and items taken outside the **insured address**, which in total has a greater value than the **sum insured, you** will be regarded as **your** own insurer for the difference and will be required to contribute to a rateable proportion of the loss or damage.

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

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 or fraudulent in any way; or
- Makes a claim for any loss or damage you caused deliberately or with your knowledge.

If **your** claim is in any way dishonest or exaggerated, **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.

5) 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**.

6) Policy Terms

The due observance and fulfilment of the terms of this policy so far as they relate to anything to be done or complied with by **you** and the truth of the proposals shall be conditions precedent to **our** liability to make any payment under this policy.

7) Change of address

You must notify cover4students.com 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) Consumer Insurance Act

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

- a) supply accurate and complete answers to all the questions cover4students.com may ask as part of **your** application for cover under the policy;
- b) to make sure that all information supplied as part of your application for cover is true and correct;
- c) tell cover4students.com 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.

GENERAL EXCLUSIONS APPLICABLE TO YOUR WHOLE POLICY

These exclusions apply to the whole policy

1) Radioactive Contamination Exclusion Clause

We will not pay for any loss, liability, cost or expense, or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:

- a) Irradiation or contamination by Nuclear Material; or
- b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- c) Any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

2) War and civil War Exclusion Clause

We will not pay for Loss or Damage directly or indirectly occasioned by, happening through or in consequence of 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
 - Human Immunodeficiency Virus (HIV) related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused.
 - 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 Exclusion

We will not pay for loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. We will, however, cover any loss or damage (but not related cost or expense, caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.

11) Electronic Data

We will not pay for loss or damage under any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. Except We will pay a claim for the accidental loss of or accidental damage to software under SECTION 18 – DIGITAL DOWNLOAD COVER up to the amount shown in the schedule.

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.

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.

HOW TO MAKE A CLAIM

For all claims except Legal Expenses 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, Direct Group Property Nexus, Po Box 800, Halifax, HX1 9ET Telephone: 01422 238530

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.
 - c) 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: - 0844 800 0128

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

COMPLAINTS PROCEDURE

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

Complaints regarding:

SALE OF THE POLICY

Please contact your agent who arranged the Insurance on your behalf.

If **your** complaint about the sale of **your** policy cannot be resolved by the end of the next working day, **your** agent will pass it to:

Customer Relations Department UK General Insurance Limited Cast House Old Mill Business Park Gibraltar Island Road Leeds LS10 1RJ

Tel: 0345 218 2685 Email: customerrelations@ukgeneral.co.uk CLAIMS Direct Group Ltd Customer Relations Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL

Tel: 0344 854 2072 Email: customer.relations@ryandirectgroup.co.uk

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 €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9GE. Telephone: 0300 123 9123 Email: complaint.info@financial-ombudsman.org.uk

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

COMPENSATION SCHEME

Great Lakes Reinsurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their 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.

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.

CLAIMS & UNDERWRITING EXCHANGE REGISTER (CUE)

We may use **your** personal information to prevent crime. In order to prevent crime we may share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. We may pass your personal information to the operators of these registers, including but not limited to information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers.

IMPORTANT CONTACTS

MAKE A CLAIM Download a claim form Telephone E-Mail

PHONE US General Enquiries, Renewals & Policy Adjustments

Claims Notification *For our joint protection calls may be monitored and/or recorded.

WRITE TO US

Cover4students, UK & Ireland Insurance Services (Online) Limited, The Stables, Old Co-op Yard, Warwick Street, Manchester, M25 3HB www.cover4students.com 01422 238530 claims@cover4students.com

0161 772 3390*

01422 238530

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 Laptop & Gadget Insurance Digital Download 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 **Telephone** 0161 772 3390*

Web Address www.cover4insurance.com **Telephone** 0161 772 3382*

*For our joint protection calls may be monitored and/or recorded.

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

COUPry students.com

145792/CAMPUS/UKG/0817