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# YOUR STUDENT 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, 6 and 7 they are printed in **bold type** whenever they appear in the policy.

There are some general conditions and exclusions which apply to all sections of **your** policy and **we** have listed these on pages 40, 41 and 42.

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 40) and when **you** must tell **us** of a change of address (Page 41). Please take the opportunity to read the Policy Conditions.

# SECTIONS OF YOUR POLICY WHICH APPLY TO YOU

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

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

# **INSURERS**

This Policy Document and **your** Policy **Schedule** have been arranged on behalf of Cover4insurance.com, which is a trading style of UK & Ireland Insurance Services (Online) Limited, by Avid Insurance Services Limited in its capacity as **our** agent under contract reference B6839P08068JAA. In exchange for **your** payment of the premium referenced in **your** Policy **Schedule**, **you** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.

Signed by (Stephen Gibson, Managing Director)

Stephen P.

Authorised signatory of Avid Insurance Services Limited 20 St Dunstan's Hill London EC3R 8HL

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

For cover sections 1 - 5 and 7 - 24, this insurance is underwritten by Lloyds Syndicate 4444 which is managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited is a managing agent at Lloyd's which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Firm Reference Number 204847. Canopius Managing Agents Limited is registered in England & Wales number 01514453. Registered office: Floor 29, 22 Bishopsgate, London EC2N 4BQ.

For cover section 6 only, this insurance has been arranged on behalf of Cover4insurance.com, which is a trading style of UK & Ireland Insurance Services (Online) Limited and is underwritten by Financial & Legal Insurance Company Limited Registered in England No. 03034220. Registered office: No.1 Lakeside Cheadle Royal Business Park Cheadle Cheshire SK8 3GW. Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, their Firm Reference Number is 202915.

# **GOVERNING LAW**

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

# **CANCELLATION**

We hope that you are happy with the cover this policy provides. However, if after reading this document and your schedule, this insurance does not meet with your requirements, please return it to cover4insurance.com within 14 days of the start date, or if later, within 14 days of the date you receive this document and your schedule and providing you have not made a claim and do not intend to make a claim, we will refund your premium in full.



**You** can cancel after the 14 day 'cooling-off' period and **you** may be entitled to a proportionate refund of **your** premium, less an administration fee. Please see General condition 5 on pages 40 and 41.

# SEVERAL LIABILITY

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

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

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

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

# **GUIDANCE WHEN MAKING A CLAIM**Claim Notification

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

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified within 48 hours of discovery of the incident. 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 statements or utility hills
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair.

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

Sometimes **we**, or someone acting on **our** behalf, may wish to meet with **you** to 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.	
All Risks Anywhere within the United Kingdom.	
Bodily Injury Identifiable physical injury, caused directly and solely by an accident and independently of illness, disease or any other cause (except illness resulting from that physical injury).	
College/University/School/Educational Institution The university, college, school or educational institution at which you are a student.	
College/University/School/Educational Institution Term The weeks of college/university/school/educational institution academic activity as published by your college/ university/school/educational institution.	
Credit Card(s) Credit, debit and prepaid cards that belong to <b>you</b> , solely for private use.	
<b>Desktop Computer Equipment Your</b> monitor, hard drive, mouse, keyboard, printer, and accessories up to £150 in total including preloaded computer software.	<ol> <li>Loss or erasure of, or any damage, distortion or corruption to records, data programs and software.</li> <li>Indirect loss of any kind.</li> <li>Laptop &amp; portable computers.</li> </ol>
<b>Disablement / Disabled</b> Means physical incapacity that entirely prevents <b>you</b> from continuing <b>your</b> studies.	
<b>Doctor</b> A registered medical practitioner who is not <b>you</b> or related to <b>you</b> , who is currently registered with the General Medical Council in the <b>United Kingdom</b> to practice medicine.	
Endorsement A change of your details or cover which appears on your schedule and forms part of your possessions policy.	
Europe Albania, Algeria, Andorra, Armenia, Austria, Azerbaijan, Azores, Balearics, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Faroe Islands, Finland, France, Georgia, Germany, Gibraltar, Greece (and the Greek Islands), Holland (Netherlands), Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Moldova, Monaco, Montenegro, Morocco, Norway, Poland, Portugal, Republic of Ireland, Romania, Russia, San Marino, Sardinia, Serbia, Sicily, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, Vatican City.	



DESCRIPTION	EXCLUSIONS
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 <b>excess</b> will be deducted from the total amount of the claim payment. In this case the highest <b>excess</b> 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.	
Home Country Your normal country of residence.	
Infectious or Contagious Disease Any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.	
Insured Address The room or rooms occupied by you at the address stated on your schedule.	
Landslip or Landslide Downward movement of sloping ground.	
Laptop & Portable Computers Includes all small hand held or lap held computers defined as but not limited to laptops, iPads, e-readers and tablets.	<ol> <li>Desktop computer equipment.</li> <li>Games consoles.</li> </ol>
Money Coins or bank notes in current circulation, cheques, traveller's cheques, banker's drafts, postal/money orders, gift cards and current travel tickets with a fixed monetary value; all of which belong to you.	<ol> <li>Securities, promotional vouchers, lottery and raffle tickets and Avios vouchers.</li> <li>Money used or held for business purposes.</li> </ol>
Occupied Where you have slept overnight in the insured address within the last 30 days prior to a loss being discovered.	
Pedal Cycle(s) Means any pedal cycle including tricycle and tandem, trailer cycle or push scooter powered by human pedalling which is not subject to the requirements of the Road Traffic Act and is specified in your schedule.	1. E-Scooters.
Pedal Cycle Accessories  Means equipment added and fixed to the frame in addition to the pedal cycle specifically mentioned in your schedule including trailers and passenger carrying trailers and not otherwise specifically excluded.	
Period of Insurance As shown in your schedule.	



DESCRIPTION	EXCLUSIONS
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.	<ol> <li>Caravans, boats, motor vehicles, trailers, vessels, aircraft, surf &amp; sailboards and their respective parts or accessories.</li> <li>Mobile phones their accessories and related costs.</li> <li>Securities or documents of any kind.</li> <li>Living creatures.</li> <li>Personal possessions used for business purposes.</li> <li>Pedal cycles and pedal cycle accessories.</li> <li>Photographic equipment.</li> <li>Property more specifically insured by this or another policy.</li> <li>Desktop computer equipment and accessories.</li> <li>Laptop &amp; portable computers and accessories.</li> <li>Contact Lenses.</li> <li>Money and credit cards.</li> <li>Musical Instrument(s) and accessories.</li> </ol>
Photographic Equipment Means any photographic equipment including cameras, camera backs, lenses, filters, light meters, stands and tripods, cases, portable lighting, video and audio equipment.	
Possessions Policy This comprises of your policy booklet, your schedule and any endorsements.	
Pre-existing Medical Condition  Any past or current medical or psychological disease, sickness, condition, illness or injury: a) That you knew about, or should reasonably have known about, or; b) That has given rise to symptoms, or; c) For which any form of treatment or prescribed medication, medical consultation, investigation or follow up/check-up has been required;	
during the 12 months prior to the commencement of cover under this policy.	
Replacement Value The cost of replacing items as new, except for clothing, household linen, rented household goods and college/university/school/educational institution property on loan, where a deduction is made for wear and tear.	
Resident A person who has had their main home in the United Kingdom and has not spent more than 6 months abroad in the past year or has moved to the United Kingdom to study and will be/or has been living in the United Kingdom for 6 months or more.	
Schedule The document detailing the sections of your possessions policy which states your sums insured and any special terms and conditions which may apply.	
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.	



DESCRIPTION	EXCLUSIONS
Sum Insured The amount stated for each section of cover as shown in your schedule.	
United Kingdom England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.	
Unoccupied Where you have not slept overnight 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/school/educational institution terms.	
Valuables Antiques, jewellery, works of art, clocks, watches, furs, leather jackets, silks, precious stones and articles made of or containing gold, silver or precious metals. Collections of trading cards, stamps, coins, bank notes or metals.	
We/Us/Our For cover sections 1-5 and 7-24, this insurance is underwritten by Lloyds Syndicate 4444 which is managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and is regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Canopius Managing Agents Limited's registered office is Floor 29, 22 Bishopsgate, London EC2N 4BQ. Registered Number: 01514453.	
For cover section 6 only, this insurance is administered and underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under No. 202915. Registered in England under Company No. 03034220.	
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.

WI	HAT IS COVERED	WHAT IS NOT COVERED
pos	will pay for loss or damage to <b>your personal</b> sessions by the following causes, whilst they are in the ured address when the insured address is occupied.  Fire	<ol> <li>The excess shown in your schedule.</li> <li>Any amount above the sum insured stated on your schedule for Personal Possessions Within The Insured Address.</li> <li>Loss or damage caused by scorching without a fire</li> </ol>
		actually starting.
2.	Explosion, lightning, or earthquake	
3.	Smoke	Loss or damage caused by smog, agricultural or industrial operations or anything, which happens gradually.
4.	Storm or flood	<ol> <li>Loss or damage caused by dampness or condensation.</li> <li>Loss or damage to <b>personal possessions</b> left in the open.</li> </ol>
5.	Subsidence or heave of the site on which the insured address stands or landslip or landslide	<ol> <li>Loss or damage caused by coastal or river erosion.</li> <li>Loss or damage caused by bedding down of new structures or settlement of newly made up ground.</li> <li>Loss or damage caused by the action of chemicals on or the reaction of chemicals with any materials, which form part of the insured address.</li> <li>Any claim for which compensation is provided by another source.</li> <li>Loss or damage resulting from demolition or structural repairs or alterations to the insured address.</li> <li>Loss or damage caused because solid floors have moved unless the foundations of the outside walls are damaged at the same time and by the same cause.</li> <li>Loss or damage caused by or from faulty workmanship or materials or poor or faulty design.</li> </ol>
<ul><li>7.</li></ul>	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.	<ol> <li>Loss or damage:</li> <li>Occurring when the <b>insured address</b> is <b>unoccupied</b>.</li> <li>To the component or appliance from which the water or oil escapes.</li> </ol>
8.	Theft or attempted theft	<ol> <li>Theft from an unattended motor vehicle.</li> <li>Loss or damage caused by you or anyone who lives with you.</li> <li>Loss or damage occurring when the insured address is unoccupied unless shown on your schedule.</li> </ol>
9.	Impact within the <b>insured address</b> involving a vehicle, train or animal  Impact within the <b>insured address</b> involving an	Damage caused by:  1. Domestic pets for which <b>you</b> are responsible;  2. Insects or vermin.
11.	aircraft or aerial device or anything falling from them  Replacement of locks  We will pay for the cost of replacing keys and locks to an external door at the insured address following damage resulting from theft.	<ol> <li>The maximum amount payable is £500.</li> <li>The excess shown in your schedule.</li> </ol>



WHAT IS COVERED	WHAT IS NOT COVERED
<ul> <li>12. Possessions temporarily away from the insured address</li> <li>We will pay for loss of or damage to your personal possessions by an insured event while temporarily removed from the insured address to:</li> <li>1. Your permanent home address.</li> <li>2. Any occupied private dwelling.</li> <li>3. Any other building where you are temporarily residing.</li> </ul>	<ol> <li>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.</li> <li>Any loss resulting from theft unless following forcible and violent entry except in your permanent home address.</li> <li>Any loss or damage occurring outside the United Kingdom.</li> <li>The excess shown in your schedule.</li> <li>Loss or damage while your personal possessions are in storage.</li> <li>Anything under 'what is not covered' paragraphs for any other cause.</li> </ol>
13. Transit at the beginning and end of a college/university/ school/educational institution 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/school/educational institution term.	<ol> <li>Theft from any private motor vehicle whilst left unattended unless at a designated service station.</li> <li>Theft while contents are left unattended unless securely locked away from view.</li> <li>The maximum amount payable is £500 for any single carrying device and its contents.</li> <li>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.</li> <li>Any loss occurring outside the United Kingdom.</li> <li>The excess shown in your schedule.</li> <li>Loss or damage to china, glass or pottery.</li> <li>Loss or damage while your personal possessions are in storage or being moved to or from storage.</li> <li>Loss or damage caused by damp, vermin or fungus.</li> </ol>
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.	<ol> <li>Any loss unless you are named as the party responsible for the rented goods on the rental agreement with the company concerned.</li> <li>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.</li> <li>Any liability assumed by you for any part of a third party's contractual liability whether based upon contribution towards rent or otherwise.</li> <li>Any loss or damage occurring away from the insured address.</li> <li>Any loss unless supported by the original rental agreement.</li> <li>The excess shown in your schedule.</li> </ol>



# **SECTION 2: DESKTOP COMPUTER EQUIPMENT | ROOM ONLY** Cover only applies if shown in **your schedule**

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay up to the amount shown in your schedule for loss of or damage to your desktop computer equipment caused by any of the insured events listed under section one whilst in the insured address when the insured address is occupied.	<ol> <li>The excess shown in your schedule.</li> <li>Any amount above the sum insured stated on your schedule for Desktop Computer Equipment   Room Only.</li> <li>The cost of replacing data and software, which has not been purchased commercially.</li> <li>Loss or damage caused by or arising from:         <ul> <li>Wear and tear, depreciation or any gradually operating cause.</li> <li>Faulty design or workmanship or the use of faulty materials.</li> <li>Moths, insects, parasites, beetle or vermin.</li> <li>Corrosion, fungus, mildew or rot.</li> <li>Atmospheric or climatic conditions, frost or the action of light.</li> <li>Mechanical or electrical breakdown or derangement or use contrary to the manufacturer's instructions.</li> <li>Any process of dyeing, cleaning, drying, painting, washing, repair, alteration, maintenance, decoration, restoration or dismantling.</li> </ul> </li> <li>Depreciation in value, indirect loss or property more specifically insured by this or any other insurance.</li> <li>Loss or damage by any heating process.</li> <li>Loss or damage occurring in the insured address during vacations except where:         <ul> <li>The insured address is occupied.</li> <li>The insured address is a hall of residence.</li> </ul> </li> <li>Customs or other official body confiscating your belongings.</li> </ol>
	Loss or damage caused by pets.

# **SECTION 3: VACATION COVER**

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay up to the amount shown in your schedule for loss or damage to your personal possessions in the insured address during vacation when unoccupied.  If shown in your schedule we will also cover your desktop computer equipment, laptop & portable computers, mobile phone, pedal cycles, photographic equipment and musical instruments in the insured address during vacation when unoccupied.	<ol> <li>The excess shown in your schedule.</li> <li>Any amount above the sum insured stated on your schedule for Vacation Cover.</li> <li>Theft not involving forcible and violent entry.</li> </ol>



# **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:

- 1. The proportionate reimbursement of course fees (which are non-refundable), and/or
- 2. The proportionate reimbursement of rent paid in advance or due under a signed Rental Agreement, subject to a 14 day deferred period (this cover does not apply if **you** are **resident** in a Boarding School)

### if, during the **period of insurance**:

- You become totally disabled as a result of illness or bodily injury and you are unable to remain in your rented accommodation, or
- b. In the event of your death, or
- c. Your college / university / school / educational institution is unable to honour their obligations in respect of the course fees you have paid in advance.

#### **Conditions**

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

# WHAT IS NOT COVERED

- 1. The excess shown in your schedule.
- 2. Any claim arising relating to a **college/university/ school/educational institution** that has not achieved Highly Trusted Status (HTS) on the UKVI Tier 4 Sponsor list prior to purchasing this policy.
- More than the sum insured chosen for Course Fees and Rental Protection applicable to the period of insurance and for any fees relating to a previous period of insurance.
- Any claim arising from a pre-existing medical condition.
- 5. No cover shall be in force for the first 14 days (the deferred period).
- 6. Any amounts recoverable from elsewhere or if **you** are released from **your** obligations by the **educational institution** or accommodation provider.
- Any claim for Residential Fees relating to a Boarding School.
- Any claim for Residential Fees unless a 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. **You** committing, or attempting to commit suicide or intentional self-inflicted injury.
  - c. **Your** deliberate exposure to exceptional danger except in an attempt to save human life.
  - d. Your own criminal act.
  - e. You being under the influence of alcohol.
  - f. 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.
  - g. You being engaged in winter sports, mountaineering, racing or any form of operational duties as a member of the armed forces or Territorial Army.
  - h. **You** engaging in aviation except when travelling by air as a paying passenger.
  - i. 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.



# SECTION 5: PHOTOGRAPHIC EQUIPMENT | COVER ANYWHERE WITHIN THE UNITED KINGDOM (PLUS UP TO 60 DAYS WORLDWIDE)

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay up to the amount shown in your schedule for:	1. The <b>excess</b> shown in <b>your schedule</b> .
A. Accidental damage  Repair or replacement to the same or similar specification of your insured photographic equipment if your insured	<ol> <li>Any amount above the <b>sum insured</b> stated on <b>your schedule</b> for Photographic Equipment - Cover Anywhere Within The United Kingdom (Plus Up To 60 Days Worldwide).</li> </ol>
photographic equipment is subject to accidental damage.	<ol> <li>Photographic equipment accessories unless the photographic equipment is damaged at the same time.</li> </ol>
The most we will pay for photographic equipment	4. Any claim for <b>accidental</b> damage to leads or cables.
accessories is £150.	<ol> <li>Any claim occurring outside the <b>United Kingdom</b>, if you have travelled for a total of more than 60 days in the period of insurance.</li> </ol>
	6. Any claim arising directly or indirectly as a result of:
	<ul> <li>You deliberately damaging or neglecting the photographic equipment;</li> </ul>
	<ul> <li>You not using or maintaining the photographic equipment in accordance with the manufacturer's instructions;</li> </ul>
	<ul> <li>Routine servicing, inspection, maintenance or cleaning;</li> </ul>
	<ul> <li>d. Wear and tear, gradually operating causes, atmospheric or climatic conditions;</li> </ul>
	e. Mechanical or electrical breakdown;
	<ul> <li>f. Defects in operation and/or faulty or defective design.</li> </ul>
	<ol> <li>Any claim for marking, scratching, denting or any cosmetic change which does not impair the function and performance of the <b>photographic equipment</b>.</li> </ol>
	8. Loss or damage caused by pets.
	9. Any claim relating to corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction.
	10. Any loss or damage to under water cameras caused by water ingress.
	11. Depreciation in value, indirect loss or property more specifically covered by this or any other insurance.
	12. Any <b>accidental</b> damage caused to the <b>photographic equipment</b> in transit unless:
	<ul> <li>Your photographic equipment is securely packaged in a purpose designed equipment case.</li> </ul>
	<ul> <li>It is transported by a recognised transport firm and a receipt obtained for the journey, or</li> </ul>
	c. It is transported on public transport where <b>you</b> accompany it on the same journey.



### WHAT IS COVERED WHAT IS NOT COVERED **B.** Accidental loss 1. The **excess** shown in **your schedule**. 2. Any amount above the **sum insured** stated on **your** Replacement to the same or similar specification if your schedule for Photographic Equipment – Cover insured **photographic equipment** is subject to Anywhere Within The United Kingdom (Plus Up To 60 accidental loss. Day Worldwide). Where only part or parts of the photographic equipment 3. Where loss of the insured **photographic equipment** have been lost, **we** will only replace that part or parts. has not been reported to the Police within 48 hours of discovery and recorded as a theft and allocated a The most we will pay for photographic equipment crime reference number. accessories is £150. 4. **Photographic equipment** accessories unless the **photographic equipment** is lost at the same time. 5. Any claim for accidental loss: a. Of leads or cables: b. Outside of the **United Kingdom**; c. If **vou** are unable to clearly identify the time, date and place of loss of **your photographic** equipment: d. If **you** do not report the loss to the Police and obtain a lost property number. 6. Depreciation in value, indirect loss or property more specifically covered by this or any other insurance. 7. Any accidental loss caused to the photographic **equipment** in transit unless: a. Your photographic equipment is securely packaged in a purpose designed equipment case; b. It is transported by a recognised transport firm and a receipt obtained for the journey, or c. It is transported on public transport where you accompany it on the same journey. C. Theft 1. The **excess** shown in **vour schedule**. Should your insured photographic equipment be stolen 2. Any amount above the **sum insured** stated on **your** we will replace it with photographic equipment of the schedule for Photographic Equipment - Cover same or similar specification. Anywhere Within The United Kingdom (Plus Up To 60 Days Worldwide). **We** will provide cover anywhere in the world for up to 60 3. **Photographic equipment** accessories unless the days in the **period of insurance**. photographic equipment is stolen at the same time. The most we will pay for photographic equipment 4. Any claim: accessories is £150. a. Where theft of the insured **photographic equipment** has not been reported to the Police within 48 hours of discovery and recorded as a theft and allocated a crime reference number. b. Occurring outside the **United Kingdom**, if **you** have travelled for a total of more than 60 days in the **period of insurance**; From an unattended motor vehicle except where all steps have been taken to conceal the insured photographic equipment e.g. concealed in a locked boot or glove compartment and only if all security systems have been activated: d. From any convertible vehicle unless concealed in a locked boot; e. If you have left your photographic equipment unattended; Where **you** have not taken all precautions to prevent the theft of the insured **photographic** equipment;



WHAT IS COVERED	WHAT IS NOT COVERED
	<ul> <li>g. Where theft of the insured photographic equipment has not been reported to the Police and recorded as a theft and allocated a crime reference number;</li> <li>h. That is not accompanied by a crime reference number. Lost property numbers are not acceptable in support of a theft claim.</li> <li>i. That is not reported to the Police within 48 hours of your discovery of the incident.</li> <li>5. Any claim for theft of photographic equipment in transit unless:</li> <li>a. Your photographic equipment is securely packaged in a purpose designed equipment case;</li> <li>b. It is transported by a recognised transport firm and a receipt obtained for the journey, or</li> <li>c. It is transported on public transport where you</li> </ul>
D. Public Liability	accompany it on the same journey.  1. The excess shown on your schedule.
We will pay up to £1,000,000, for amounts which you become legally liable to pay, including costs and expenses incurred with our written consent, in defence of a claim for damages as a result of you being in possession of your insured photographic equipment and causing:  a) Bodily injury, or b) Damage to property happening during the period of insurance.  We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by us in writing.  If you die, your legal personal representatives will have the protection of this cover for liability incurred by you.	<ol> <li>Any claim outside of the United Kingdom.</li> <li>Liability in respect of:         <ol> <li>Bodily injury to any member of your family or anyone who lives with you.</li> <li>Damage to property owned by you or in your care or under the control of you or any member of your family or anyone who lives with you or any person employed by you.</li> <li>Any trade, profession, business or employment or student placement.</li> <li>Any contract which you have entered into unless legal liability would have attached anyway.</li> <li>Any action for damages brought in a court outside the United Kingdom.</li> </ol> </li> <li>Any willful or malicious act by you.</li> <li>Any liability which happens outside the period of insurance.</li> </ol>
E. Replacement photographic equipment hire within the United Kingdom  We will pay £200 per week up to maximum of £800, for the cost of hiring alternative photographic equipment from a recognised reputable photographic equipment dealer whilst awaiting repair or replacement of your photographic equipment when the subject of an approved claim.	<ol> <li>Any amount above £200 per week and £800 in total in respect of the cost of hiring alternative photographic equipment.</li> <li>Any hire costs that:         <ol> <li>Have not been agreed with us prior to you incurring the costs.</li> <li>Cannot be substantiated with an invoice from a recognised supplier.</li> <li>Are greater than a normal charge through a recognised supplier.</li> <li>Are incurred by anyone other than you.</li> </ol> </li> <li>Any hire costs that are greater than the:         <ol> <li>Value of your photographic equipment or</li> <li>The repair costs to your photographic equipment.</li> </ol> </li> </ol>
F. Coursework/photographic portfolio cover	1. The excess shown on your schedule.
<b>We</b> will pay up to £250 in respect of costs <b>you</b> necessarily incur to reproduce <b>your</b> coursework / photographic portfolio, as a result of loss or damage caused by any of the insured events under section one, whilst in the <b>insured address</b> when the <b>insured address</b> is <b>occupied</b> .	<ol> <li>Any amount above £250 in respect of costs you necessarily incur to reproduce your coursework / photographic portfolio.</li> <li>Any costs:         <ul> <li>a. Not incurred as a direct result of the reproduction of your coursework/photographic portfolio;</li> <li>b. For which you cannot produce a receipt.</li> </ul> </li> </ol>



### **SECTION 6: LEGAL EXPENSES**

Cover only applies if shown in your schedule

## Additional definitions applicable to this section (section 6) of the policy

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

# **Appointed Representative:**

means the claim negotiator, or the lawyer or other suitably qualified person appointed by **us** to act on behalf of the **insured person** in accordance with **our** standard terms of appointment.

#### **Costs and Expenses:**

means all necessary and reasonable:

- 1. Fees, costs, disbursements and expenses charged by the **appointed representative** and agreed by **us**;
- 2. Opponents costs in civil cases where the **insured person** is ordered to pay them or where **we** agree to pay them;

in pursuing the claim including the costs of any appeal or defending an appeal, provided the **insured person** tells **us** within the time limits and provided that **we** agree to the appeal.

### **Insured Person:**

means **you** and any domestic partner and any family member permanently living with **you** at the **insured address** provided that they have **your** permission to claim under this policy.

# **Legal Proceedings:**

means a legal remedy for compensation, specific performance or an injunction.

# **Reasonable Prospects:**

means that in respect of each claim there is always more than a 50% chance of the **insured person** recovering damages, defending a claim or prosecution or obtaining a legal remedy. This will be assessed by **us** or the **appointed representative**.

# What is Insured

**We** will, subject to "What is NOT Insured", the "Claims Settlement Provisions" and "Conditions of this Policy" provide the insurance in relation to the "Insured Incidents" set out below.

# Provided that:

- 1. **reasonable prospects** exist for the duration of the claim.
- 2. The claim is reported to us:
  - a. during the **period of insurance**, and
  - b. immediately after the **insured person** became aware of circumstances which may give rise to a claim.
- 3. The **insured person** follows the advice provided to the **insured person** by **our** Legal Claims Notification Service.
- 4. The **insured person** seeks and continues to follow the advice from **our** Legal Claims Notification Service.
- 5. During the course of any dispute from the date that the **insured person** became aware of the dispute and throughout the duration of the dispute the **insured person** keeps **us** up to date with all developments and the **insured person** follows and continues to follow the advice from **our** Legal Claims Notification Service.



Insured Incidents	
WHAT IS COVERED	WHAT IS NOT COVERED
<b>Personal Injury We</b> will pay the <b>costs and expenses</b> in relation to the pursuit of <b>legal proceedings</b> in respect of any incident causing <b>bodily injury</b> or death to an <b>insured person</b> .	<ol> <li>We will not pay for:</li> <li>Any claim which develops gradually unless it is the result of a sudden and specific event.</li> <li>Any claim arising from actual or alleged clinical, medical or dental negligence.</li> <li>Any claim arising from a stress or psychological related condition.</li> <li>A claim falling within the Small Claims Track limits.</li> <li>Anything which is excluded under the "What is NOT Insured" – See section 6 Legal expenses section only.</li> </ol>
Consumer Disputes  We will pay the costs and expenses for the pursuit or defence of legal proceedings relating to an agreement or alleged agreement that an insured person has entered into a personal capacity for the buying, selling or hiring in of any goods or services.	<ol> <li>We will not pay for:         <ol> <li>Any contract dispute where the amount in dispute does not exceed £250.</li> <li>Any contract dispute 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 insurance cover.</li> <li>Any claim relating to an insured person's previous or current trade, business, occupation or profession.</li> <li>Any claim relating to any land or buildings other than the insured address.</li> </ol> </li> <li>Any claim relating to animals, motorised vehicles (except for domestic gardening equipment and electric or motorised wheelchairs and mobility scooters not designed for road use), aircrafts, boats, windsurfers, boards, jet skis or any craft designed to be used on or in water, caravans, trailers and any accessories.</li> <li>Any claim in relation to construction, extension or conversion of any buildings.</li> <li>Any claim relating to the settlement payable or the cover provided under an insurance policy.</li> </ol> <li>Any claim relating to a loan, pension, investment or any other borrowing or financial instrument.</li> <li>Anything which is excluded under the "What is NOT Insured" – See section 6 Legal expenses section only.</li>



# **WHAT IS COVERED**

#### **Home Rights**

**We** will pay the **costs and expenses** for the pursuit or defence of **legal proceedings** relating to:

- 1. An incident, which causes or could cause physical damage to the **insured address**, which is owned by **you** or for which **you** are legally responsible.
- Any unlawful interference of **your** use or enjoyment or right of the **insured address** and the land on which the **insured address** is situated.
- The landlord's failure to maintain the insured address.

# WHAT IS NOT COVERED

#### We will not pay for:

- Any claim where the amount in dispute does not exceed £250.
- Any claim 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 insurance cover.
- 3. Any claim relating to an **insured person's** previous or current trade, business, occupation or profession.
- 4. Any claim relating to the rent, service and maintenance charges or renewal of a tenancy agreement.
- 5. Any claim relating to planning and / or building regulations.
- Any claim where the **insured person** is the landlord of the home or is leasing, sub-letting or renting out part of the home.
- Any claim relating to work done by any government or local authority unless the claim is for accidental physical damage to the home.
- 8. Any claim relating to **subsidence**, **heave**, landslip, mining or guarrying.
- 9. Anything which is excluded under the "What is NOT Insured" See Section 6 Legal expenses section only.

## **Employment**

**We** will pay the **costs and expenses** in relation to the pursuit of **legal proceedings** arising from or relating to an **insured person's** contract of employment as an employee.

#### We will not pay for:

- Any claim 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 insurance cover.
- 2. Any claim relating to disciplinary hearings or internal grievance procedures.
- 3. The costs of any disputes relating to a settlement agreement.
- 4. Any dispute relating to a shareholding, partnership or directors contract.
- 5. Any claim relating to the Transfer of Undertakings (Protection of Employment) Regulations (TUPE).
- 6. Any claim relating to franchise rights and agency rights.
- 7. Any claim relating to future contracts of employment.
- 8. Anything which is excluded under the "What is NOT Insured" See Section 6 Legal expenses section only

### **Criminal Prosecution Defence**

**We** will pay the **costs and expenses** in relation to the defence of **legal proceedings** brought against an **insured person** as a result or any act or omission or alleged act or omission, including:

- Police Station Representation
   Costs and expenses incurred in representing an insured person at a Police Station where they are being interviewed under caution in relation to an alleged criminal act.
- Magistrates' Court Representation
   Costs and expenses incurred in representing an insured person at a Magistrates' Court.

### We will not pay for:

- 1. The defence of any offence of violence, or deliberate and wilful criminal acts or omissions.
- Any matter where the appointed representative assesses that reasonable prospects of success do not exist.
- 3. Any offence relating to a motor bike / vehicle.
- 4. Any **costs and expenses** 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 costs and expenses incurred under the Crown Court Means Testing scheme which exceed the limit of indemnity.



## 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.

### Any costs and expenses 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.
- 7. Anything which is excluded under the "What is NOT Insured" See Section 6 Legal expenses section only

# What is NOT Insured

#### 1. Prior Claims

Any claim or incident which may lead to a claim and which the **insured person** knew about or ought reasonably to have known about before the start of this policy.

### 2. Prior Costs and Expenses

Any costs incurred before a claim is made and any costs and expenses, which we do not authorise.

# 3. Motor Vehicles

Any claim relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **insured person**.

# 4. Dishonesty, Deliberate Acts, Violence and Fraud

Any claim:

- a. Involving actual or alleged dishonesty or violence by the **insured person**:
- b. Or statement which is overstated, false or fraudulent.

We will have the right to refuse to pay a claim or to void this insurance from the date of the act.

# 5. Judicial Review, Mediation and Arbitration, Marital and Family Disputes, Intellectual Property, Libel and Slander, Share Options, Pensions, Date Change and Mortgage Lender

Any claim directly or indirectly relating to or resulting from:

- a. A judicial review.
- b. Mediation and arbitration.
- c. Divorce, matrimonial matters, cohabitation, maintenance, custody or access.
- d. Copyright(s), trademark(s), merchandise mark(s).
- e. registered design(s) or other intellectual property rights or secrecy and confidentiality agreements.
- f. Libel or slander.
- g. Any share option or pension scheme or policy.
- h. Any device failing to recognise, interpret or process any date as its true calendar date.
- i. Any dispute arising between the **insured person** and any agent or mortgage lender.

# 6. Bankruptcy, Liquidation or Receivership

Any claim where the **insured person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a Deed of Arrangement or part or all of the **insured person's** affairs or property are in the care or control of a receiver or an administrator.

# 7. Other Insurance

Any **costs and expenses**, which can be recovered by an **insured person** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s).

## 8. Fines and Penalties

For fines, damages other penalties or punitive damages, which the **insured person** is ordered to pay by a court or other authority.

## 9. Disputes with Us

- a. Any claim against **us**, financial & Legal Insurance Company Limited.
- b. Any dispute between you and any domestic partner or family members permanently living with you.

# 10. Territorial Limits

Any claim:

- a. Where the dispute is pursued outside the jurisdiction of a court or other body within the **United Kingdom**;
- b. Which occurs outside the **United Kingdom**;
- c. Where the **insured person** permanently lives outside the **United Kingdom**.

#### 11. Proportionality

Any claim where, in **our** opinion, the value/amount in dispute is disproportionate to the time and **costs and expenses** involved in its pursuit.



# **Claim Settlement Provisions**

#### 1. Reasonable Precautions

The **insured person** must take all reasonable precautions to reduce or remove the risk of a claim and not make any deliberate acts, which will result in a claim.

# 2. When You Must Report a Claim to Us

The **insured person** must tell **us** immediately of any circumstances which may give rise to a claim.

#### 3. Acceptance of Claim

On receipt of the claim it will be assessed and dealt with by **our** in house claims negotiators and, if appropriate and if **reasonable prospects** exist and the claim is reported to **us** immediately after the **insured person** becomes aware of circumstances which may give rise to a claim, **we** will then instruct an **appointed representative** to handle the claim on behalf of the **insured person**. If there is a dispute as to whether **reasonable prospects** exist, **we** may require the **insured person**, at the **insured person**'s own expense, to obtain Counsel's opinion as to the merits of the case. The costs will be refunded to the **insured person** if Counsel's opinion clearly shows that there are merits in proceeding.

## 4. Conduct of the Claim

#### a. We will be entitled:

- i. to have direct contact with the **appointed representative**;
- ii. to take over and conduct in the **insured person's** name any claim or **legal proceedings** at any a time and negotiate any claim on behalf of the **insured person**;
- iii. to refuse to accept a claim or continue with a claim where the **insured person** does not take reasonable care not to make a misrepresentation or has failed to supply relevant information and supporting evidence to **us** or the **appointed representative.**

## b. What the **insured person** must do:

- provide, at the insured person's own expense, the appointed representative and us with any proof, evidence, certificates and assistance as we may reasonably ask for in connection with the claim, including proof as to whether reasonable prospects exist;
- ii. cooperate fully with the **appointed representative** and **us** and provide, within a reasonable time avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim;
- iii. take all reasonable steps to recover **costs and expenses** and to minimise the amount payable under this policy:
- iv. take all reasonable steps to resolve disputes that otherwise may give rise to a claim;
- notify us and the appointed representative immediately of any offer to settle a claim and of any payments into court;
- vi. tell the **appointed representative** to have **costs and expenses** taxed, assessed and audited if **we** request.

# c. What the **insured person** must not do:

- i. withdraw from any claim or **legal proceedings** or withdraw instructions from **us** without **our** consent or the consent of the **appointed representative**;
- ii. pursue a claim in any way against the advice or instructions from **us** or the **appointed representative**;
- iii. incur any costs and expenses without our consent or the consent of the appointed representative;
- iv. agree to settle any claim on any basis or reject any offer to settle a claim, without **our** consent or the consent of the **appointed representative**.

#### **Please Note**

**We** will be entitled to be reimbursed by the **insured person** for any **costs and expenses** previously agreed or paid to or on behalf of the **insured person** if the **insured person** breaches any of the conditions in 4b and 4c above.

## 5. Payment Instead of Pursuing or Defending a Claim

At any time **we** will be entitled to pay the reasonable amount of damages claimed if in **our** opinion this would be a more economic solution.

# 6. Legal Proceedings

Any **legal proceedings** must be dealt with in the jurisdiction of a court or tribunal in the **United Kingdom**.

### 7. Choice of Appointed Representative

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will the **insured person** be entitled to choose their own lawyer for **us** to instruct as the **appointed representative** to handle the claim.

Where **we** have agreed someone other than our nominated **appointed representative** may act for the **insured person**, **we** will not pay any sums in excess of what **we** would have paid to an **appointed representative** that **we** would have appointed to undertake the same work, which is currently set at an hourly rate of £125 + VAT.



# **Conditions**

#### 1. Observance of Terms

Anyone making a claim under this policy must have your permission and observe the terms under this policy.

### 2. Arbitration

Any dispute or difference of any kind between **us** and an **insured person** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of the Chartered Institute of Arbitrators. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

#### 3 New Rules

If during the **period of insurance**, any changes should be made (whether issued or implemented by any relevant authority or otherwise) to applicable rules, laws, legislation judgements, regulations, directives, guidance, codes of conduct, recommendations or requirements or any other rules, instruments and provisions in force from time to time which alter or affect (or may alter or affect) in any way the legal costs regime to **our** or **your** material detriment, **we** reserve the right to amend this policy to deal appropriately (fairly to both **you** and **us**) with such changes. In those circumstances **we** will issue an endorsement to this policy notifying **you** within 21 days of the proposed changes by sending to **you** details of those changes to **your** last known address. **You** will, however, be free to accept or reject those changes in line with the procedure set out in the endorsement.

#### 4. Third Party Rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.

#### 5 Waive

If **we** or any **insured person** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

#### 6. Recoveries

**We** reserve the right, at **our** own expense, to take over proceedings in the name of the **insured person** to recover any payment made under this policy. If an **insured person** recovers **costs and expenses** previously paid under this policy such **costs and expenses** must be immediately repaid to **us**.

#### Governing Law

This Policy is subject to the law applicable to **your** place of residence in the **United Kingdom**.

### **Financial Services Compensation Scheme**

Financial & Legal insurance company limited are covered by the financial services compensation scheme, established under the financial services and markets act 2000 (the "compensation scheme"). if they are unable to meet their obligations under this policy an **insured person** may be entitled to compensation from the Compensation Scheme.

### **Data Protection**

We take the Data protection act seriously and set out below how we will look after the information you give us.

We will only use the information you give us for legal purposes and will keep it safe.

**We** will not pass **your** information on to others or outside the EU unless **we** are obliged to do so for legal or regulatory purposes or for purposes directly related to **you** as a customer.

# These may include:

- servicing your policies or dealing with claims. This might mean passing information on to solicitors, loss assessors, insurers or other related service providers.
- Where necessary obtaining information about you from credit reference agencies (the agencies will record our enquiries, which may be seen by other companies who make their own credit enquiries).
- For the prevention of fraud.
- To check your identity and prevent money laundering.

Under the act **you** can request to see what data **we** hold on **you**, though there may be a charge for this service.



### **Finally**

- **We** may send **you** information by letter, email or phone about **our** other products and services that may be of interest or to carry out research. **You** can opt out of this if **you** wish. Please tell **us** anytime if **you** wish to do so.
- Be assured **we** won't pass **your** information to others for them to use in their marketing. Under this section **We/Us/Our** includes Financial & Legal Insurance Company Limited.

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under No. 202915. Registered in England under Company No. 03034220.



# **SECTION 7: ACCIDENTAL DAMAGE**

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay up to the amount shown in your schedule for	1. The <b>excess</b> shown in <b>your schedule</b> .
accidental damage occurring within your insured address in respect of:	<ol> <li>Any amount above the maximum amount payable for single item / group limits stated shown on <b>your</b> schedule for Accidental Damage.</li> </ol>
<b>Personal possessions</b> and <b>desktop computer equipment</b> owned by <b>you</b> .	3. Theft from any private motor vehicle.
omica sy your	4. Any item not inside <b>your insured address</b> .
	<ol><li>Cracking, scratching or breakage of pictures, china, glass or other fragile items.</li></ol>
	6. Loss or damage caused by or arising from:
	<ul> <li>a. Wear and tear, depreciation or any gradually operating cause.</li> </ul>
	<ul> <li>Faulty design or workmanship or the use of faulty materials.</li> </ul>
	c. Moths, insects, parasites, beetle or vermin.
	d. Corrosion, fungus, mildew or rot.
	e. Atmospheric or climatic conditions, frost or the action of light.
	f. Mechanical or electrical breakdown or derangement or use contrary to the manufacturer's instructions.
	<ul> <li>g. Any process of dyeing, cleaning, drying, painting, washing, repair, alteration, maintenance, decoration, restoration or dismantling.</li> </ul>
	7. <b>Personal possessions</b> used for business purposes.
	8. Depreciation in value, indirect loss or property more specifically covered by this or any other insurance.
	9. Loss or damage by any heating process.
	10. Damage to any property, appliance, or any part of it (whether belonging to <b>you</b> or not) failing correctly to recognise or respond to any date whether occurring before, during or after the year 2000.



# **SECTION 8: PERSONAL ACCIDENT & CRIMINAL ASSAULT**

Cover only applies if shown in your schedule

# WHAT IS COVERED

### **Personal Accident**

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

#### **Benefits**

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

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

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

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

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

# WHAT IS NOT COVERED

- 1. The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Personal Accident & Criminal Assault.
- Any claim where you cannot supply a report from your own doctor at your own expense if required by us. We may require you to be further medically examined by our doctor, you shall as often as required agree to medical examination at our expense.
- Cover does not apply to circumstances arising out of or in any way connected with or caused by:
  - a. 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.
  - b. The use of machinery.
  - c. Any pre-existing physical defect or infirmity.
  - d. Mental illness, the effects of alcohol or drugs, suicide or attempted suicide or deliberate exposure to unnecessary danger.
  - e. Solvent abuse.
  - f. Whilst a detainee in any prison establishment.
  - g. Whilst driving with more than the legally permitted level of alcohol in the blood.
  - h. Any claim that is in any way caused by or results
    - An outbreak of an infectious or contagious disease, that the World Health Organisation (WHO) has declared a Public Health Emergency of International Concern (PHEIC).

# This exclusion will apply:

- Apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified **doctor** before the date of any such declaration(s), and/or
- Until the World Health Organisation (WHO) cancels or withdraws any relevant PHEIC.



WHAT IS COVERED	WHAT IS NOT COVERED
Criminal Assault 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.	<ol> <li>The excess shown in your schedule.</li> <li>Any amount above the sum insured stated on your schedule for Criminal Assault.</li> <li>Any incident not notified to the Police within 48 hours and recorded as a criminal assault.</li> </ol>

# **SECTION 9: CREDIT CARDS**

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

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay up to the amount shown in your schedule for your legal liability following theft as a result of forcible and violent entry to the insured address and subsequent	1. Any amount above the <b>sum insured</b> stated on <b>your schedule</b> for Credit Cards (in most cases <b>you</b> will only be liable for the first £50 per card).
unauthorised use of <b>your credit cards</b> issued to <b>you</b> in the <b>United Kingdom</b> (in most cases <b>you</b> will only be liable for	2. Any theft occurring outside of the <b>United Kingdom</b> .
the first £50 per card).	3. Any liability arising from the theft of a card unless reported within 48 hours of discovery to the issuing authority and subject to all terms and conditions attaching to the issue of the card having been complied with.
	4. The unauthorised use of a card arising after the issuing authority has been notified of the theft.
	<ol><li>Any liability resulting from theft or subsequent use outside the <b>United Kingdom</b>.</li></ol>
	<ol> <li>When the credit cards are in your insured address, loss caused while the insured address is unoccupied.</li> </ol>

# **SECTION 10: PERSONAL MONEY**

WHAT IS COVERED	WHAT IS NOT 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.	The excess shown in your schedule.     Any amount above the sum insured stated on your schedule for Personal Manager.
	<ul><li>schedule for Personal Money.</li><li>3. Any loss or damage occurring outside of the United Kingdom.</li></ul>
	4. Confiscation or loss, error in payment or accountancy.
	5. Loss in the value of <b>money</b> .
	<ol><li>When the money is in your insured address, loss caused while the insured address is unoccupied.</li></ol>



# SECTION 11: COLLEGE/UNIVERSITY/SCHOOL/EDUCATIONAL INSTITUTION PROPERTY ON LOAN

Cover only applies if shown in your schedule

WHAT IS COVERED	WHAT IS NOT COVERED
Liability for college/university/school/educational institution library books and college/university/school/educational institution property on loan.  We will pay up to the amount shown in your schedule, for loss or damage from which you are legally liable following loss of or damage to college/university/school/educational institution property on loan or college/university/school/educational institution library books by any of the insured events under section one while:	<ol> <li>The excess shown in your schedule.</li> <li>Any amount above the sum insured stated on your schedule for College/University/School/ Educational Institution Property On Loan.</li> <li>Any loss or damage occurring outside of the United Kingdom.</li> <li>Property unless it is in your immediate custody and control.</li> <li>Theft from an unattended motor vehicle.</li> </ol>
<ul> <li>a. In your insured address.</li> <li>b. In your permanent home address.</li> <li>c. In direct transit at the beginning and end of your college/university/school/educational institution term while moving between the insured address and the permanent home address.</li> </ul>	

# SECTION 12A: LANDLORDS PROPERTY | TENANTS LIABILITY

WHAT IS COVERED	WHAT IS NOT COVERED
<ul> <li>We will pay, at our discretion direct to the landlord, up to the amount shown in your schedule, for sums which you become legally liable to pay as damages under the terms of a formal tenancy agreement in respect of:</li> <li>1. Your landlord's household goods, furniture and furnishings within the insured address being damaged by: <ul> <li>a. Fire</li> <li>b. Explosion, lightning or earthquake</li> <li>c. Smoke</li> <li>d. Storm or flood</li> <li>e. Escape of water from any washing machine, dishwasher, refrigerator or freezer, fixed domestic water or heating installation, or</li> <li>f. Theft or attempted theft.</li> </ul> </li> </ul>	<ol> <li>The excess shown in your schedule, increasing to £100 for each and every claim for accidental damage.</li> <li>Property more specifically insured.</li> <li>Any amount above the sum insured stated on your schedule for Landlords Property   Tenants Liability.</li> <li>Loss while the insured address is unoccupied.</li> <li>Theft or attempted theft by you or by anyone who is living with you.</li> <li>Accidental damage to landlord's household goods, furniture and furnishings.</li> </ol>
Accidental damage to your landlord's:     a. Fixed glass     b. Sanitary ware, and     c. Ceramic hobs in fixed kitchen appliances.	
<ol> <li>Accidental damage to drains, pipes, cables and underground tanks providing services to or from the insured address.</li> </ol>	



# SECTION 12B: ACCIDENTAL DAMAGE TO LANDLORDS PROPERTY | TENANTS LIABILITY

Cover only applies if shown in your schedule

WHAT IS COVERED	WHAT IS NOT COVERED
<b>We</b> will pay, at <b>our</b> discretion direct to the landlord, up to the amount shown in <b>your schedule</b> , for sums which <b>you</b> become legally liable to pay as damages under the terms of a formal tenancy agreement as a result of <b>accidental</b> damages to <b>your</b> landlord's household goods, furniture and furnishings within the <b>insured address</b> .	<ol> <li>The excess shown in your schedule, increasing to £100 for each and every claim for accidental damage.</li> <li>Property more specifically insured.</li> <li>Any amount above the sum insured stated on your schedule for Accidental Damage To Landlords Property   Tenants Liability.</li> <li>Loss while the insured address is unoccupied.</li> </ol>
	5. Theft or attempted theft by <b>you</b> or by anyone who is living with <b>you</b> .

# SECTION 13: ACCIDENTAL DEATH, INJURY OR ILLNESS OF A FINANCIALLY SUPPORTING PARENT OR GUARDIAN

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay up to the sum insured selected and shown in your schedule in any one period of insurance following:  1. Accidental death; or  2. Bodily injury or illness; of a parent or guardian on whom you are financially dependent to complete your course.  Such death of the parent or guardian on which you are financially dependent on, to arise solely from bodily injury by external violent and visible means during the period of insurance.  Such bodily injury or illness to result in temporary total disablement during the period of insurance to the parent or guardian you are financially dependent on.	<ol> <li>The excess shown in your schedule.</li> <li>Any amount above the sum insured stated on your schedule for Accidental Death, Injury or Illness of a Parent or Guardian.</li> <li>Any claim:         <ol> <li>If the parent or guardian is not resident in the United Kingdom.</li> <li>Not supported by a medical certificate or medical report from the treating doctor confirming details of the bodily injury and/or illness.</li> <li>Where the insured does not continue on the course they were attending within 12 months.</li> <li>Where the insured cannot provide proof that they were financially dependent on the parent or guardian that suffered accidental death.</li> </ol> </li> </ol>
	<ol> <li>Any claim for accidental death of a parent or guardian not supported by a death certificate.</li> </ol>



# **SECTION 14: LEGAL LIABILITY**

Cover only applies if shown in your schedule

# WHAT IS COVERED

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

- 1. Bodily injury.
- 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**.

# WHAT IS NOT COVERED

- 1. The **excess** shown in **your schedule**.
- 2. 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.
- 3. Liability in respect of:
  - a. **Bodily injury** to any member of **your** family or anyone who lives with **you**.
  - b. Damage to property owned by **you** or in **your** care or under the control of **you** or any member of **your** family or anyone who lives with **you** or any person employed by **you**.
  - c. Any trade, profession, business or employment or student placement.
  - d. Any contract which **you** have entered into unless legal liability would have attached anyway.
- 4. The ownership, possession or operation of:
  - Road vehicles or any other mechanically propelled or assisted or horse drawn vehicle.
  - b. Caravans, horse boxes, trailers or trailer tents.
  - c. Aircraft or hovercraft, except pedestrian controlled models or toys.
  - d. Boats, wind-surfers, boards or any other craft or equipment designed for use in or on water except pedestrian controlled models or toys.
  - e. Any power operated lift.
  - f. Firearms, except shotguns or airguns used for sporting activities.
  - q. E-Scooters.
- 5. The ownership or possession of:
  - Horses while being used for hunting, racing or playing polo.
  - b. 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.
- 6. The ownership, occupation, possession or use of any land or building.
- 7. Any occurrence caused by or arising out of or contributed to by any tenancy, business profession or occupation.
- Any damage caused directly or indirectly to the room(s), including communal areas, kitchens and laundry, in which you are residing during the period of insurance.
- 9. Any wilful or malicious act by you.
- 10. Racing of any kind other than on foot.
- 11. Anything caused directly or indirectly from **you** passing on or being treated for any disease or virus.
- 12. Any responsibility as an employer to anyone employed by any of **your** family in any business or profession including domestic employees.
- 13. Damage, injury, death, illness or disease, which happens outside the **period of insurance**.



# SECTION 15: I-PAD'S, LAPTOPS & PORTABLE COMPUTER EQUIPMENT | COVER ANYWHERE WITHIN THE UNITED KINGDOM (PLUS UP TO 60 DAYS WORLDWIDE)

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay up to the amount shown in your schedule for theft, accidental loss or accidental damage to your i-pad, laptop & portable computer equipment occurring:  1. Inside the insured address; or	1. The <b>excess</b> shown in <b>your schedule</b> .
	2. Any amount above the <b>sum insured</b> stated on <b>your schedule</b> for I-Pad's, Laptop's & Portable Computer Equipment   Cover Anywhere Within The United
2. Anywhere within the <b>United Kingdom</b> ; or	Kingdom (Plus Up To 60 Days Worldwide).  3. The cost of replacing data and software, which has not
<ol><li>Anywhere in the world for up to 60 days during the period of insurance.</li></ol>	been purchased commercially.
	4. Theft from unattended motor vehicles.
	<ol> <li>Any claim occurring outside the <b>United Kingdom</b>, if you have travelled for a total of more than 60 days during the period of insurance.</li> </ol>
	6. Loss or damage caused by or arising from:
	<ul> <li>Wear and tear, depreciation or any gradually operating cause.</li> </ul>
	<ul> <li>Faulty design or workmanship or the use of faulty materials.</li> </ul>
	c. Moths, insects, parasites, beetles or vermin.
	d. Corrosion, fungus, mildew or rot.
	<ul> <li>e. Atmospheric or climatic conditions, frost or the action of light.</li> </ul>
	<ul> <li>f. Mechanical or electrical breakdown or derangement or use contrary to the manufacturer's instructions.</li> </ul>
	<ul> <li>g. Any process of dyeing, cleaning, drying, painting, washing, repair, alteration, maintenance, decoration, restoration or dismantling.</li> </ul>
	7. Depreciation in value, indirect loss or property more specifically insured by this or any other insurance.
	8. Loss or damage by any heating process.
	<ol><li>Customs or other official body confiscating <b>your</b> belongings.</li></ol>
	10. Loss or damage caused by pets.



# SECTION 16: SPECIFIED ITEMS | COVER ANYWHERE WITHIN THE UNITED KINGDOM (PLUS UP TO 60 DAYS WORLDWIDE)

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay up to the sum insured specified in your	1. The <b>excess</b> shown in <b>your schedule</b> .
<ul> <li>schedule for theft, accidental loss or accidental damage to your specified items listed in your schedule occurring:</li> <li>1. Inside the insured address; or</li> <li>2. Anywhere within the United Kingdom; or</li> </ul>	2. Any amount above the <b>sum insured</b> stated on <b>your schedule</b> for each specified item listed under the Specified Items   Cover Anywhere Within The United Kingdom (Plus Up To 60 Days Worldwide) section.
3. Anywhere in the world for up to 60 days during the	3. Theft from unattended motor vehicles.
period of insurance.	<ol> <li>Any claim occurring outside the United Kingdom, if you have travelled for a total of more than 60 days during the period of insurance.</li> </ol>
	5. Loss or damage caused by or arising from:
	Wear and tear, depreciation or any gradually operating cause.
	b. Faulty design or workmanship or the use of faulty materials.
	c. Moths, insects, parasites, beetles or vermin.
	d. Corrosion, fungus, mildew or rot.
	e. Atmospheric or climatic conditions, frost or the action of light.
	<ul> <li>f. Mechanical or electrical breakdown or derangement or use contrary to the manufacturer's instructions.</li> </ul>
	<ul> <li>g. Any process of dyeing, cleaning, drying, painting, washing, repair, alteration, maintenance, decoration, restoration or dismantling.</li> </ul>
	6. Property used for business purposes.
	7. Depreciation in value, indirect loss or property more specifically insured by this or any other insurance.
	8. Loss or erasure of, or any damage, distortion or corruption to records, data, programs and software.
	9. The cost of replacing data and software, which has not been purchased commercially.
	10. <b>Laptop &amp; portable computers</b> and accessories.
	11. Pedal cycles and pedal cycle accessories.
	12. <b>Photographic equipment</b> and accessories.
	13. Mobile phones and accessories.
	14. Musical instruments and accessories.
	15. Customs or other official body confiscating <b>your</b> belongings.
	16. Loss or damage caused by pets.



# SECTION 17: MOBILE PHONES | COVER ANYWHERE WITHIN THE UNITED KINGDOM (PLUS UP TO 60 DAYS WORLDWIDE)

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. Malicious damage

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

In addition, we will also pay for:

### E. Mechanical breakdown

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

### F. Accessories

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

### G. Unauthorised calls:

**Contract phones** – should the insured phone be used without **your** permission following its theft or by call cloning **we** will pay up to £250 provided the Police and **your** airtime provider have been notified, within 48 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 £20.

## H. Worldwide cover up to 60 days:

We will provide cover under sub-section:

A. Accidental damage, or

C. Theft

occurring anywhere in the world for up to 60 days during the **period of insurance**.

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

# WHAT IS NOT COVERED

- 1. The excess shown in your schedule.
- 2. Any amount above the **sum insured** stated on **your schedule** for Mobile Phones | Cover Anywhere In The United Kingdom (Plus Up To 60 Days Worldwide).
- Any amount above £500 for malicious damage of the insured phone.
- Any amount above £150 for accessories which were accidentally lost, stolen or damaged at the same time as your insured phone.
- 5. Any claim occurring outside the **United Kingdom**, if **you** have travelled for a total of more than 60 days during the **period of insurance**.
- 6. Any loss suffered as a result of not being able to use the insured phone.
- 7. For theft of the insured phone, any claim:
  - a. 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.
  - c. Where **you** have left the insured phone unattended.
  - d. Where **you** have not taken all precautions to prevent the theft of the insured phone.
  - e. Where theft of the insured phone has not been reported to the Police within 48 hours of discovery and recorded as a theft and allocated a crime reference number.
  - f. Where you have not notified your airtime provider within 48 hours of the discovery of the theft.
- 8. For **accidental** loss of the insured phone, any claim:
  - a. Where loss of the insured phone has not been reported to the Police and recorded as a theft and allocated a crime reference number.
  - Where you have not notified your airtime provider within 48 hours of your discovery of the incident.
- 9. Damage caused by:
  - a. **You** deliberately damaging or neglecting the insured phone.
  - b. You not following the manufacturer's instructions.
  - c. Pets
- Accidental damage where the insured phone has not been sent to us for inspection.
- Malicious damage caused by an immediate family member.
- 12. Repair or replacement cost for:
  - Loss caused by a manufacturer's defect or recall of the insured phone.
  - Loss, damage or theft of smart or SIM cards unless installed in the insured phone and in **your** possession.



c.	Calls made after the insured phone has been stolen if a phone lock has not been installed.
d.	Any cosmetic damage to the insured phone.
e.	Any repairs carried out by persons not authorised by <b>us</b> .
f.	Loss, damage or recoverable under the terms of any other guarantee, warranty or insurance.
g.	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.
h.	The cost of repairing or replacing accessories, peripherals or electrical connections and any loss caused by their use unless stated on <b>your schedule</b> .
i.	Any mobile phone purchased from outside <b>your home country</b> or the <b>United Kingdom</b> .
j.	Any mobile phone not used with a <b>United Kingdom</b> SIM card.

# SECTION 18: PEDAL CYCLES | COVER ANYWHERE WITHIN THE UNITED KINGDOM (PLUS UP TO 60 DAYS EUROPE)

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.

# Territorial Limits

means the **United Kingdom**, in which **you** must be a **resident**. Cover is extended within **Europe** for a maximum of 60 days during the **period of insurance**, subject to any repairs being carried out in the **United Kingdom** by repairers approved by **us**.

WHAT IS COVERED	WHAT IS NOT COVERED
<b>We</b> will pay up to the amount shown in <b>your schedule</b> for:	1. The <b>excess</b> shown in <b>your schedule</b> .
A. Accidental damage Repair or replacement to the same or similar specification of	2. Any amount above the <b>sum insured</b> stated on <b>your schedule</b> for Pedal Cycles   Cover Anywhere Within The United Kingdom (Plus Up To 60 Days Within Europe).
<b>your</b> insured <b>pedal cycle</b> if <b>your</b> insured <b>pedal cycle</b> is subject to <b>accidental</b> damage within the <i>territorial limits</i> .	3. <b>Pedal cycle accessories</b> unless the <b>pedal cycle</b> is damaged at the same time.
The most $\mathbf{we}$ will pay for $\mathbf{pedal}$ cycle accessories is £150.	<ol> <li>Loss or damage whilst the <b>pedal cycle</b> is being used for racing, competitions, professionally or for any trade purposes.</li> </ol>
	5. Any claim outside of the <i>territorial limits</i> .
	<ol><li>Any claim occurring in <b>Europe</b>, if <b>you</b> have travelled for a total of more than 60 days during the <b>period of</b> <b>insurance</b>.</li></ol>
	7. Any claim arising directly or indirectly as a result of:
	<ul> <li>You deliberately damaging or neglecting the pedal cycle;</li> </ul>
	<ul> <li>You not using or maintaining the pedal cycle in accordance with the manufacturer's instructions;</li> </ul>
	<ul> <li>Routine servicing, inspection, maintenance or cleaning.</li> </ul>
	<ol> <li>Any claim for marking, scratching, denting or any cosmetic change which does not impair the function and performance of the <b>pedal cycle</b>.</li> </ol>
	9. Loss or damage caused by pets.



10. Any claim relating to corrosion, rust, change in
temperature, dampness, dryness, shrinkage,
evaporation, contamination, change in colour or finish,
dust, chemical action or reaction.

- 11. Depreciation in value, indirect loss or property more specifically covered by this or any other insurance.
- 12. Any loss or damage caused to the **pedal cycle** in transit unless:
  - a. It is transported by a recognised transport firm and a receipt obtained for the journey, or
  - b. It is transported on public transport where **you** accompany it on the same journey.

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

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

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

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

- 1. The **excess** shown in **your schedule**.
- Any amount above the **sum insured** stated on **your** schedule for Pedal Cycles | Cover Anywhere Within The United Kingdom (Plus Up To 60 Days Within Europe).
- Pedal cycle accessories unless the pedal cycle is lost at the same time.
- Loss whilst the **pedal cycle** is being used for racing, competitions, professionally or for any trade purposes.
- 5. Any claim outside of the territorial limits.
- Any claim occurring in **Europe**, if **you** have travelled for a total of more than 60 days during the **period of** insurance.
- Any claim for accidental loss if you are unable to clearly identify the time, date and place of loss of your pedal cycle.
- 8. Depreciation in value, indirect loss or property more specifically covered by this or any other insurance.

### C. Theft

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

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

- 1. The excess shown in your schedule.
- Any amount above the **sum insured** stated on **your schedule** for Pedal Cycles | Cover Anywhere Within The United Kingdom (Plus Up To 60 Days Within Europe).
- 3. **Pedal cycle accessories** unless the **pedal cycle** is stolen at the same time.
- 4. Any claim outside of the *territorial limits*.
- Any claim occurring in **Europe**, if **you** have travelled for a total of more than 60 days during the **period of insurance**.
- 6. Theft from unattended motor vehicles.
- 7. Any theft claim that is not:
  - Accompanied by a crime reference number. Lost property numbers are not acceptable in support of a theft claim.
  - b. Reported to the Police within 48 hours of discovery of the incident.
- 8. Loss whilst the **pedal cycle** is being used for racing, competitions, professionally or for any trade purposes.
- Theft of any unattended **pedal cycle** unless in a building or securely locked to a permanent fixture through the frame of the **pedal cycle**.
- 10. Loss or damage caused if **your pedal cycle** is left outside of a locked building for a period of 48 hours or more unless stored in designated cycle storage on campus for not more than 30 days.
- 11. Any loss caused to the **pedal cycle** in transit unless:
  - a. It is transported by a recognised transport firm and a receipt obtained for the journey, or
  - b. It is transported on public transport where **you** accompany it on the same journey.



# **D. Public Liability**

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

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

happening during the **period of insurance**.

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

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

- 1. The excess shown in your schedule.
- 2. Any claim outside of the territorial limits.
- 3. Liability in respect of:
  - a. Bodily injury to any member of your family or anyone 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 anyone who lives with you or any person employed by you.
  - c. Any trade, profession, business or employment or student placement.
  - d. Any contract which **you** have entered into unless legal liability would have attached anyway.
  - e. Any action for damages brought in a court outside the **United Kingdom**.
- 4. Any wilful or malicious act by vou.
- 5. Any liability:
  - a. As a result of the **pedal cycle** being used for racing, competitions or professionally.
  - b. Which happens outside the **period of insurance**.
  - c. As a result of the use, ownership or possession of any mechanically propelled vehicle (other than a **pedal cycle**).
- **E.** Replacement bike hire within the United Kingdom We will pay £70 per week up to maximum of £420, for the cost of hiring an alternative **pedal cycle** from a recognised reputable bike dealer whilst awaiting repair or replacement of **your pedal cycle** when the subject of an approved claim.
- Any amount above £70 per week and £420 in total in respect of the cost of hiring an alternative **pedal** cycle.
- 2. Any hire costs that:
  - a. Have not been agreed with **us** prior to **you** incurring the costs.
  - b. Cannot be substantiated with an invoice from a recognised supplier.
  - c. Are greater than a normal charge through a recognised supplier.
  - d. Are incurred by anyone other than you.
- 3. Any hire costs that are greater than the:
  - a. Value of your pedal cycle or
  - b. The repair costs to **your pedal cycle**.

# **SECTION 19: 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 following:

- Loss of desktop computer equipment, laptop & portable computers, MP3/MP4 player, PDA or smart phone.
- 2. Hard drive failure.
- An insured cause occurring within the **period of** insurance.

# WHAT IS NOT COVERED

- 1. The **excess** shown in **your schedule**.
- 2. Any amount above the **sum insured** stated on **your schedule** for Digital Download.
- 3. Any claim arising directly or indirect key by any cause not included under "what is covered".
- 4. Any claims 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.
- 5. Accidental loss.
- 6. Any amounts recovered from elsewhere.



# **SECTION 20: EXAMINATION AND COURSEWORK COVER**

Cover only applies if shown in your schedule

		COV		

**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:

- Theft as a result of forcible and violent entry to the insured address.
- The insured address being un-inhabitable due to fire, burst pipes, storm, vandalism, flood, explosion, lighting or earthquake.
- 3. Impact to the **insured address** involving a vehicle, train or aircraft.
- 4. **Accidental** death of a parent or guardian who is **resident** in the **United Kingdom**.

# WHAT IS NOT COVERED

- 1. The **excess** shown in **your schedule**.
- Any amount above the **sum insured** stated in **your** schedule for Examination and Coursework.
- Any cost not incurred as a direct result of your examination re-sit or reproduction of coursework.
- 4. Any costs which **vou** cannot produce a receipt.
- 5. Any claim in relation to death of a parent or guardian not supported by a death certificate.
- 6. 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 21: MUSICAL INSTRUMENTS | COVER ANYWHERE WITHIN THE UNITED KINGDOM

Cover only applies if shown in your schedule

# **WHAT IS COVERED**

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

- a. Accidental damage to,
- b. Theft of,
- c. Loss of

 $\boldsymbol{your}$  musical instruments anywhere within the  $\boldsymbol{United}$   $\boldsymbol{Kingdom}.$ 

**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.

# WHAT IS NOT COVERED

- 1. The **excess** shown in **your schedule**.
- Any amount above the **sum insured** stated on **your schedule** for Musical Instruments | Cover Anywhere Within The United Kingdom.
- 3. 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.
- 4. Where your musical instruments are kept temporarily in any place which is not your insured address. Except where they have been handed to the management of an entertainment venue for safe keeping, the cover is operable providing that the musical instruments is in a secure locked room, with any security devices in operation, up to a maximum period of 72 hours at a time.
- Any claim for damage to **your** musical instruments resulting from:
  - a. Wear, tear or any gradually operating cause or determination, inherent or latest defect.
  - b. Wet or dry rot, mildew, frost, rust or corrosion.
  - c. Insects, vermin or woodworm.
  - d. Dyeing or restoration or any commercial process of cleaning or repairing.
  - e. Faulty design or workmanship or the use of faulty materials.
- 6. Accessories or parts unless the instrument is damaged or stolen at the same time.
- 7. Breakage of strings and/or reeds and/or drum heads.
- 8. Loss or damage arising from electronic, electrical or mechanical breakdown, failure or derangement.
- 9. Loss or damage caused by:-



a. Climatic or atmospheric conditions.
<ul> <li>Dampness, dryness, shrinkage, contamination or extremes of temperature.</li> </ul>
<ul> <li>Effects of sunlight, fading, changes in colour texture or finish.</li> </ul>
10. Theft by any person or persons to whom the property is entrusted.
11. Loss of or damage to <b>your</b> musical instruments whilst left in an unattended vehicle.
12. Any portable computer equipment.
13. Delay, confiscation, nationalisation or detention by customs or other government or public authority.
14. Depreciation or diminution in the value of <b>your</b> musical instruments following repair.
15. Any losses or costs that is not directly associated with the incident that caused <b>you</b> to claim, unless specifically stated in the policy.
16. Damage to <b>your</b> musical instruments sustained in travel unless they are securely packed in a purpose designed, rigid bodied case.
17. Accidental damage to cymbals.

# SECTION 22: UNSPECIFIED ITEMS | COVER ANYWHERE WITHIN THE UNITED KINGDOM (PLUS UP TO 60 DAYS WORLDWIDE)

WHAT IS COVERED	W	HAT IS NOT COVERED
We will pay up to the amount shown in your schedule for theft, accidental loss or accidental damage to your unspecified personal possessions occurring:  1. Anywhere within the United Kingdom; or	1.	The <b>excess</b> shown in <b>your schedule</b> .
	2.	Any amount above the <b>sum insured</b> stated on <b>your schedule</b> for Unspecified Items   Cover Anywhere Within The United Kingdom (Plus Up To 60 Days Worldwide).
2. Anywhere in the world for up to 60 days during the <b>period of insurance</b> .	3.	Any single item in excess of £500.
	4.	Theft from unattended motor vehicles.
	5.	Any claim occurring outside the <b>United Kingdom</b> , if <b>you</b> have travelled for a total of more than 60 days during the <b>period of insurance</b> .
	6.	Loss or damage caused by or arising from:
		<ul> <li>Wear and tear, depreciation or any gradually operating cause.</li> </ul>
		b. Faulty design or workmanship or the use of faulty materials.
		c. Moths, insects, parasites, beetles or vermin.
		d. Corrosion, fungus, mildew or rot.
		e. Atmospheric or climatic conditions, frost or the action of light.
		f. Mechanical or electrical breakdown or derangement or use contrary to the manufacturer's instructions.
		g. Any process of dyeing, cleaning, drying, painting, washing, repair, alteration, maintenance, decoration, restoration or dismantling.
	7.	Property used for business purposes.
	8.	Depreciation in value, indirect loss or property more specifically insured by this or any other insurance.
	9.	Loss or erasure of, or any damage, distortion or



	corruption to records, data, programs and software.
	10. The cost of replacing data and software, which has not been purchased commercially.
	11. Laptop & portable computers and accessories.
	12. Pedal cycles and pedal cycle accessories.
	13. Photographic equipment and accessories.
	14. Mobile phones and accessories.
	15. Musical instruments and accessories.
	16. Customs or other official body confiscating <b>your</b> belongings.
	17. Loss or damage caused by pets.

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

Cover only applies if shown in your schedule

### **Eligibility**

This section of cover only applies:

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

Please note: **We** are unable to provide this section of cover to any person who's *home* is in the **United Kingdom**, Iran, Cuba or North Korea.

#### **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.

### Home

Your normal place of residence in your home country.

WHAT IS COVERED	WHAT IS NOT COVERED
<ul> <li>We will pay you or your estate the:</li> <li>1. Burial costs or body repatriation reasonable costs of:</li> <li>a) Funeral expenses, including the reasonable costs of conveying your ashes to your home, or</li> <li>b) Returning your body to your home providing your death is as a result of you suffering unforeseen bodily injury or illness during the period of insurance.</li> </ul>	<ol> <li>Any amount above the sum insured stated on your schedule for International Student Repatriation Cover   Burial Costs or Body Repatriation.</li> <li>Any claim if your home is in the United Kingdom or a country where the Foreign, Commonwealth &amp; Development Office (FCDO) has advised against all or all but essential travel.</li> <li>Any claim arising directly or indirectly from any preexisting medical condition(s).</li> <li>Any claim if there is another insurance policy covering the same expenses.</li> <li>Any expenses where you have not obtained our prior authorisation.</li> </ol>
2. Emergency repatriation of the insured costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate you to your home, providing:  a) It is as a result of you suffering unforeseen bodily injury or illness during the period of insurance, and b) It is medically necessary.  Repatriation expenses will be in respect only of the identical class of travel utilised on the outward journey to the United Kingdom, unless we agree otherwise.	<ol> <li>The excess shown in your schedule.</li> <li>Any amount above the sum insured stated on your schedule for International Student Repatriation Cover   Emergency Repatriation Of The Insured.</li> <li>Any claim if your home is in the United Kingdom or a country where the Foreign, Commonwealth &amp; Development Office (FCDO) has advised against all or all but essential travel.</li> <li>Any claim arising directly or indirectly from any preexisting medical condition(s).</li> <li>Any claim if there is another insurance policy covering the same expenses.</li> <li>Any claim if, in the opinion of our medical advisors, it is not medically necessary to return you to your home.</li> <li>Any expenses where you have not obtained our prior authorisation.</li> </ol>



	8.	Any expenses <b>you</b> incur in returning to the <b>United Kingdom</b> to continue <b>your college/university/ school/educational institution</b> studies, following <b>your</b> recovery.	

# **SECTION 24: EXCESS PROTECTION COVER**

Cover only applies if shown in your schedule

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

#### **Definitions**

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

# Annual aggregate limit

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

#### Imminent claim

means an event that could give rise to a claim under this policy, that **you** are or were aware of prior to the start of this policy, that was to be or had just been, reported under **your** *main insurance policy*.

#### Main insurance policy

means this students possessions insurance, mobile phone & gadget insurance, travel insurance and bicycle insurance policies.

#### Travel insurance

means **your** single trip, annual or study abroad *travel insurance* policy that covers **you** whilst travelling either in the **United Kingdom** or internationally.

# Waived or reimbursed

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

WHAT IS COVERED	WHAT IS NOT COVERED
<b>We</b> will pay <b>you</b> , in any one <b>period of insurance</b> , an amount equal to the amount of the <b>excess</b> in relation to each settled claim on <b>your</b> <i>main insurance policy</i> up to	Any claim relating to a claim under <b>your</b> <i>main insurance policy</i> which is refused or where the <b>excess</b> is not exceeded.
your cover limit, shown on your schedule.  Cover will only operate when the excess of your main insurance policy is exceeded following the successful claim	<ol> <li>Any claim on your main insurance policy which occurred prior to the period of insurance, or that you were aware was an imminent claim.</li> </ol>
payment under that <i>main insurance policy</i> .  The maximum amount payable will be the <i>annual</i>	3. Any contribution or deduction from the settlement of <b>your</b> claim, other than the stated policy <b>excess</b> , for which <b>you</b> have been made liable.
agregate limit, as shown in <b>your schedule</b> .	4. Any claim that has been waived or reimbursed.
	<ol> <li>Any liability you accept by agreement or contract, unless you would have been liable anyway.</li> </ol>



# **BASIS OF SETTLING CLAIMS**

#### How we settle claims for Personal Accident

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

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

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

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

- 1. If an item has been damaged and it can be economically repaired **we**, cover4insurance.com or their representative will either arrange or authorise repair and **we**, cover4insurance.com or their representative will pay the cost of repair.
  - Otherwise, **we**, cover4insurance.com or their representative will replace the item with a new one of similar quality through **our** preferred suppliers, or **we**, cover4insurance.com or their representative will pay the replacement cost of a new item of similar quality.
  - If **we**, cover4insurance.com or their representative agree not to repair or replace an item, **we**, cover4insurance.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**, cover4insurance.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**, cover4insurance.com or their representative will not pay for any loss of value to any item which **we** have repaired or replaced.
- 4. Where an **excess** applies, this will be taken off the amount of **your** claim.
- 5. If loss or damage happens and the **sum insured** on **your schedule** is less than the cost of replacing all **your** possessions as new, **we**, cover4insurance.com or their representative will, where appropriate, take off an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.

The most **we**, cover4insurance.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,** cover4insurance.com or their representative are entitled in the event of any loss of or damage to property to enter any building where the loss or damage has occurred and to take and keep possession of all such property and to deal with the salvage in a reasonable manner. No property may be abandoned to **us**.
- 2. Send any claim form, application notice, legal document or other correspondence sent to **you** to **us** as soon as possible and within 48 hours of receipt 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. **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.
- 3. **We,** cover4insurance.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,** cover4insurance.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 as soon as possible and within 48 hours of discovery 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 48 hours of discovering the loss or damage and ask for an incident number, then tell **us** as soon as **you** can.
- 8. **You** must provide **us** with all the details and evidence which **we** ask for concerning the cause and amount of any loss, damage or injury. Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the information. **You** must also help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

WHAT IS COVERED	WHAT IS NOT COVERED
<b>We</b> 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, <b>we</b> 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.	1. 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/school/educational institution property on loan.
<b>We</b> will not automatically reinstate the <b>sum insured</b> under <b>your</b> policy in the event of a claim, unless <b>we</b> have given	<ol><li>We will deduct an amount for wear, tear and depreciation in respect of:</li></ol>
<b>you</b> written notice to the contrary before payment.	a. Clothing and household linen.
	b. Rented household goods.
	<ul> <li>c. College/university/school/educational institution property on loan.</li> </ul>
	3. Set in <b>your schedule</b> or in this policy are limits in respect of individual items or groups of items:
	<ul> <li>TV, Game Consoles, Video, DVD players including portable radios, cassettes or compact disc players.</li> </ul>
	<ul> <li>Photographic equipment (including film slides, negatives and photographic prints) video cameras and camcorders.</li> </ul>
	c. Jewellery, watches, and other valuables.
	<ul> <li>d. CDs, video audio cassettes, discs, records, cartridges, CD ROMs and computer games.</li> </ul>



# 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 page 20. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

# 1. The Value of Your Property

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

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

#### 2. Average

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

### 3. Taking Care

You must at all times:

- a) Take all steps to prevent **accident**, loss or damage.
- b) Take all steps to ensure that all external doors and accessible windows to the **insured address** or the building, which contains the **insured address**, are fitted where possible with adequate locks which should be left operative whenever the **insured address** is left **unoccupied**.
- c) Maintain all the property insured in a sound condition and allow us to have at all times access to it.
- d) On discovery of any event which may give rise to a claim **you** must without delay:
  - i. Give written notice to **us** stating all particulars known to **you**.
  - ii. If any part of the property insured is lost, stolen, or damaged by thieves, notify the Police within 48 hours of discovery and do everything possible to discover any person involved and recover the missing property.
  - Supply to **us** all such proofs, information and other evidence relating to the claim as **we** may require. Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any expenses **you** incur in providing **us** with the information.

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

# 4. Fraud

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

## 5. Cancellation

- a) Please refer to the 'Fraud condition on page 40. **We** may also cancel the policy where **we** have identified serious grounds, such as:
  - i) Failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
  - ii) The use or threat of violence or aggressive behaviour against **our** staff, contractors or property;
  - iii) The use of foul or abusive language;
  - iv) Nuisance or disruptive behavior.

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

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

b) If **you** pay **your** premium in monthly instalments and **you** fail to pay any of the monthly instalments which are due up to **your** next renewal date, **we** will contact **you** either by telephone, email or letter to resolve the matter.

If the instalment(s) remain unpaid, **we** may cancel the policy by giving **you** 14 days' written notice to **your** last known address.



c) **You** can cancel this policy within 14 days of the start date, or if later, within 14 days of the date **you** receive this document and **your schedule**. **We** will refund any premiums **you** have paid, as long as **you** have not made a claim and do not intend to make a claim.

You can also cancel your policy at any other time. Please note:

- i) If **you** pay **your** premium in one lump sum at the beginning of each **period of insurance** then, provided no claim has been made and **you** do not intend to claim during the current **period of insurance**, **you** will be entitled to a refund of a proportion of the premium **you** have paid, subject to a deduction of one twelfth for each month of cover **you** have received; or part thereof; plus a £15.00 administration fee.
- ii) If **you** pay **your** premium in monthly instalments, there will be no premium refund. This is because **you** will only have paid for the cover **you** have already received. If **you** have made a valid claim during the current period of **insurance**, **you** must pay the remaining premium due up to **your** next renewal date.

### 6. Arbitration

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

# 7. Change of address

**You** must notify **us** of any change of address in writing within 14 days if cover is to apply in any address other than the **insured address**.

### 8. Financial Sanctions

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

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

# GENERAL EXCLUSIONS APPLICABLE TO YOUR WHOLE POLICY

These exclusions apply to the whole policy.

# 1. Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons

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

- a) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- c) Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- d) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- e) Any chemical, biological, bio-chemical, or electromagnetic weapon.

#### 2. War Risks

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

#### 3. Sonic Bangs

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

#### 4. Pollution or contamination

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

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



#### 5. Reduction in value

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

#### 6. Sporting equipment

We will not pay for any claim relating to sports or activity equipment whilst in use.

#### 7. 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 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.
- f) Any property used for entertaining where any form of payment is received.

#### 8. 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.

# 9. 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.

# 10. 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.

#### 11. Terrorism

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

# 12. Infectious or contagious disease

This insurance does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) An infectious or contagious disease;
- b) Any fear or threat of a) above; or
- c) Any action taken to minimise or prevent the impact of a) above.

# 13. Cyber and data exclusion clause

We will not pay for any:

# a) Cyber -

Loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. The use of or inability to use any application, software, or programme;
- ii. Any computer virus;
- iii. Any computer related hoax relating to i and/or ii above.

## b) Electronic data -

Loss of or damage to any electronic data (for example files or images) wherever it is stored.



# **HOW TO MAKE A CLAIM**

# For all claims except Legal Expenses:

1. Cover4insurance.com will deal with all claims. **You** must refer all correspondence and telephone enquiries to cover4insurance.com at the following address:

Cover4insurance Claims Team, Claims Consortium Group, Copthall House King Street Newcastle under Lyme ST5 1EL

Telephone: 0161 974 1101

Email: Cover4@claimsconsortiumgroup.co.uk

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 cover4insurance.com. Complete and return it along with:
  - a) Receipts, bills, valuations or repair estimates as appropriate for all claims for loss or damage.
  - b) Full details of accident or injury and early prognosis for personal accident claims.

All claims for theft or loss must be reported to the Police.

- 3. Remember that some of **your** cover (for example personal liability) is provided to cover **you** against claims made by others. If **you** are held responsible for loss, damage or injury it is essential that **you**:
  - a) Tell **us** immediately and provide details in writing as soon as possible and
  - b) Send any claim form, application notice, legal document or other correspondence sent to **you** to **us** as soon as possible and within 48 hours of receipt 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 cover4insurance.com.

# For all Legal Expenses claims:

All potential claims must be reported initially to the Legal Claims Notification Service: - 0161 492 1639.

We will not accept responsibility if the claims notification services fail for reasons beyond our control.

## Make a claim - Section 6 only

# Legal claims notification

Email: <u>nonmotorclaims@financialandlegal.co.uk</u>

Telephone: 0161 492 1639



# **COMPLAINTS PROCEDURE**

## **OUR COMMITMENT TO CUSTOMER SERVICE**

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

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

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

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

#### Step 1

Should **you** have any query or complaint regarding service, **you** can contact cover4insurance.com by telephone, letter, or e-mail.

Tel: 0161 772 3390

Postal Address: Cover4insurance.com UK & Ireland Insurance Services (Online) Limited, The Stables, Old-Co-op Yard, Warwick Street, Manchester, M25 3HB.

E-mail: customerservices@cover4insurance.com

Should **you** have any query or complaint regarding the way **your** claim has been dealt with, please contact the Cover4insurance Claim Team as follows:

By telephone: 0161 974 1101

By writing to: Cover4insurance Claim Team, Claims Consortium Group, Copthall House King Street Newcastle under Lyme ST5 1EL

By email: complaintstpa@claimsconsortiumgroup.co.uk

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

### Step 2

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

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

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

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

#### Step 3

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

Financial Ombudsman Service Exchange Tower London E14 9SR



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

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

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

In the event of a complaint arising under this insurance, **you** should in the first instance contact Financial & Legal Insurance Company Limited.

Write to us at: Financial & Legal Insurance Company Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire

SK8 3GW.

Email **us** at: complaints@financialandlegal.co.uk

Call **us** on: 0161 6032230

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response. If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This may also apply if **you** are insured in a business capacity. **You** may contact the Financial Ombudsman Service at:

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

Tel: 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.

# **DATA PROTECTION NOTICE**

**We** and cover4insurance.com are the data controller(s) (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **your** personal information.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** Privacy Notice which will be available on **our** website from May 2018 www.canopius.com.

If **you** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **your** address and a copy will be sent to **you** in the post.

In summary:

**We** and cover4insurance.com may, as part of **our** agreement with **you** under this contract, collect personal information about **you**, including:

- 1. Name, address, contact details, date of birth and cover required
- 2. Financial information such as bank details
- 3. Details of any claim

**We** and cover4insurance.com will also collect personal information about any additional people who **you** wish to be insured under the policy.

**We** and cover4insurance.com may also collect sensitive personal information about **you**, and any additional people who **you** wish to be insured under the policy, where the provision of this type of information is in the substantial public interest, including: Medical records to validate a claim should **you** be claiming for **bodily injury** or illness.

**We** and cover4insurance.com collect and process **your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

**Your** personal information may be shared with third parties which supply services to **us** or which process information on **our** behalf (for example, premium collection and claims validation, or for communication purposes related to **your** cover).

**We** will ensure that they keep **your** information secure and do not use it for purposes other than those that **we** have specified in **our** Privacy Notice.



Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area ("EEA"). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

**We** and cover4insurance.com will keep **your** personal information only for as long as **we** believe is necessary to fulfill the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

**We** and cover4insurance.com will share **your** information if **we** are required to by law. **We** may share **your** information with enforcement authorities if they ask **us** to, or with a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** Privacy Notice, please contact:

Group Data Protection Officer
Canopius Managing Agents Limited
Floor 29
22 Bishopsgate
London
EC2N 4BQ
United Kingdom

Email: privacy@canopius.com Tel: + 44 20 7337 3700

# FINANCIAL SERVICES COMPENSATION SCHEME

The insurer is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if the insurer is unable to meet its obligation to **you** under this contract. Further information can be obtained from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk.



# IMPORTANT CONTACTS

MAKE A CLAIM - SECTIONS 1 TO 5 and 7 TO 24	Download a claim form Telephone  E-Mail  Telephone  Cover4@claimsconsortiumgroup.co.uk
MAKE A CLAIM - SECTION 6 ONLY	Email: nonmotorclaims@financialandlegal.co.uk Telephone: 0161 492 1639
	Please contact Cover4insurance: <b>By telephone:</b> 0161 772 3390
	By Email: customerservices@cover4insurance.com
GENERAL ENQUIRIES, RENEWALS & POLICY ADJUSTMENTS	By Post: Cover4insurance UK & Ireland Insurance Services (Online) Limited The Stables Old Co-op Yard Warwick Street Manchester M25 3HB  Telephone lines are open Monday to Friday 9.00am – 5.00pm excluding public holidays.